

# The Hit Channel Terms & Conditions

EFFECTIVE AS OF NOVEMBER 1, 2017

THE HIT CHANNEL website located at <https://www.thc.com>, as well as all services are related to such website (collectively, the "Site") are provided by The Hit Channel, Inc. ("The Hit Channel," "the Company," "we," "us" or "our"). The following terms and conditions (together with The Hit Channel's Fee Policy, the "Terms") apply to your use of this Site. By clicking the "I accept" button, you acknowledge that you have read, understand and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to all these terms, you may not access, browse or otherwise use the Site, including by submitting any user content. We may revise these Terms at any time without notice by updating this posting. By accessing, browsing or otherwise using the Site, you agree to be bound by the then-current Terms and should therefore periodically visit the Terms webpage located at [www.THC.com/termsandconditions](http://www.THC.com/termsandconditions) to review the current Terms to which you are bound. When these Terms are revised, we will also revise the "effective as of" date set forth at the beginning of these Terms.

Please read our Privacy Policy, which is incorporated herein by reference. By clicking the "I accept" button or accessing, browsing or otherwise using the Site, you also agree to be legally bound by such Privacy Policy, which discusses and governs our collection and use of any information you submit to us through the Site.

## A. The Hit Channel Community

1. The Hit Channel allows you to post content, including photos, videos, comments, links, reviews, descriptions, items for sale, feedback, ratings and other materials ("User Content") throughout the Site and on your user feed ("Feed"). You agree that in submitting User Content you will only submit content that complies with applicable law and will not submit content that (a) infringes, misappropriates or violates any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty; (b) you know is false, misleading, untruthful or inaccurate; (c) is threatening, abusive, harassing, inflammatory, discriminatory, defamatory, libelous, deceptive, fraudulent, tortious, obscene, vulgar, pornographic, offensive, profane, repetitive, or otherwise inappropriate; (d) contains any viruses or other software that may adversely affect the operation of another's computer; or (e) impersonates any person or entity. You agree that User Content will be deemed non-confidential. You also grant to The Hit Channel a nonexclusive, royalty-free, fully paid, worldwide, perpetual, irrevocable, fully transferable, fully sublicensable license to use, copy, modify, publish, perform, transmit and display User Content via any media and waive any moral rights you may have in User Content. We shall be free to use User Content, including any ideas, concepts, know-how, or techniques contained in such User Content, for any reason whatsoever. You hereby grant The Hit Channel the right to use on the Site the user name, identifier, or any portion thereof, submitted in connection with such User Content, in The Hit Channel's sole discretion. Please note that The Hit

Channel is not liable for any statements, representations, descriptions, comments or opinions provided in and cannot guarantee the accuracy, integrity, or quality of User Content. By posting User Content, it is possible for third parties to re-post that User Content. You agree to hold The Hit Channel harmless for any dispute concerning such use.

2. **Accounts.** When you create an account, you must provide us with true, accurate, current and complete information. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. When you register and create an account with us, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password and you agree to accept responsibility for all activities that occur under your account.
3. **Age.** Any use or access by anyone under the age of 21 is prohibited. We may, in our sole discretion, refuse to offer access to, or use of, the Site to any person or entity, and change the Site's age and other eligibility criteria at any time.
4. **Business Accounts.** If you access the Site or open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are at least 21 years of age and authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.
5. **Third Party Services.** You may register for the Site using third party services (e.g., Facebook) and otherwise enable various third party services to be directly integrated into your The Hit Channel experience. To take advantage of these features, we may ask you to register for, or log into, such services on the websites of their respective providers. By enabling third party services within the Site, you are allowing us to pass your login information to these service providers for this purpose. For more information about our use, storage and disclosure of information related to you and your use of such services within the Site please see our Privacy Policy. However, please remember that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and The Hit Channel shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Site.
6. **Mobile Services.** When you access the Site through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices. You acknowledge and agree that your use of the Site must be in accordance with the usage rules established by your mobile device platform or service provider.
7. **Modifications to Site.** The Hit Channel reserves the right to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that The Hit Channel shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.
8. **Copyright.** The Site and all materials associated with the Site, including, without limitation, all content, data, text, photos, pictures, graphics, images, illustrations, audio and video clips, logos, icons, links, software and other files and the selection and arrangement thereof (the "Materials"), are owned by and, to the extent copyright laws apply to such Materials, are the copyrighted materials of The Hit Channel or third parties. Permission is granted to display,

copy, and download the Materials for your internal business purposes only, provided you do not modify the Materials and that you retain all copyright and other proprietary notices contained in the Materials. You may not, however, distribute, copy, reproduce, display, republish, download, upload or transmit any Materials for commercial use without our prior written approval. You may not “frame” or “mirror” any Material on any other website or server without our prior written permission. Any unauthorized use of any Materials may violate copyright laws, trademark laws, the laws of privacy and publicity and other laws and regulations.

9. Trademarks; Trade Dress. The trademarks, service marks, trade names, and logos (the “Trademarks”) used and displayed on the Site are registered and unregistered trademarks of The Hit Channel or third parties. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of The Hit Channel or third parties, and none of the foregoing may be copied, imitated or used, in whole or in part, without the prior written permission of The Hit Channel or the Trademark owner. Nothing on the Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark used or displayed by the Site, without the express written permission of The Hit Channel or the Trademark owner. Unauthorized use of the Trademarks displayed by the Site is strictly prohibited.
10. User Disputes. You agree that you are solely responsible for your interactions (including any purchase and sale transactions) with any other user in connection with the Site and The Hit Channel will have no liability or responsibility with respect thereto. The Hit Channel reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Site.
11. Non-Permitted Use. While accessing or using the Site you may not (a) access, tamper with, or use non-public areas of the Site, The Hit Channel computer systems, the technical delivery systems of the Site, or other accounts, computer systems or networks connected to the Site; (b) solicit personal information from anyone under the age of 21; (c) record, process or mine information about other users or otherwise use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape or index the Site; (d) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures or user restrictions initiated by The Hit Channel; (e) access or search or attempt to access or search the Site by any means (automated or otherwise) other than through our currently available, published interfaces; or (f) interfere with or disrupt the access of any user, host or network, including, without limitation, sending a virus, overloading, or flooding the Site, or by scripting the creation of User Content in such a manner as to interfere with or create an undue burden on the Site.
12. Conduct. You agree not to use the Site to sell, post or otherwise transmit any item or content that (a) is unlawful, fraudulent, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; (b) relates to adult or adult-related services, including services, adult massage, performances or other adult-entertainment services; (c) you do not have a right to sell or transmit under any law or under contractual or fiduciary relationships; (d) poses or creates a privacy or security risk to any person; (e) infringes any intellectual property or other proprietary rights of any party;

- (f) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes" or any other form of solicitation; (g) impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity; or (h) in the sole judgment of The Hit Channel, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose The Hit Channel or its users to any harm or liability of any type. You also agree that you will not impersonate another person or access another user's account without that person's permission; share your account password(s) with any third party or encourage any other user to do so; or permit third parties to use any classes purchased or booked under your account or with your membership, including other members.
13. Termination. You agree that The Hit Channel, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Site and remove and discard any items or content within the Site, for any reason, including, without limitation, for lack of use or if The Hit Channel deems content offensive or inconsistent with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Site may be referred to appropriate law enforcement authorities. You agree that any termination of your access to the Site under any provision of these Terms may be effected without prior notice, and acknowledge and agree that The Hit Channel may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Site. Further, you agree that The Hit Channel shall not be liable to you or any third-party for any termination of your access to the Site, and that you shall provide refunds for all sales made in violation of these Terms. The Hit Channel reserves the right to withdraw money from your existing account, withhold pending distributions, and/or reduce the amounts owed to you, for any fees or other expenses incurred by The Hit Channel as the result of chargebacks, returns or otherwise.
14. Reported Content. Users have the ability to report a post or a piece of content as spam, abusive, fraudulent, misrepresented or otherwise inappropriate ("Reported Content"). The Hit Channel may remove Reported Content in its sole discretion. Once Reported Content has been investigated and proven not to have violated the terms, the content may be reinstated at The Hit Channel's sole discretion. Chronic reporters of platform-appropriate content will be flagged and privileges suspended. For reporting of infringing content, which is subject to separate procedures under the Digital Millennium Copyright Act ("DMCA"), see Section C.3.
15. Security. You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure and we cannot guarantee that any personal information you submit to us will be free from unauthorized third party intrusion. You understand and agree that all information you submit to us is submitted at your own risk.
16. International Use; Export Controls. The information provided within the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject The Hit Channel to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Site or any portion of the Site to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any

content, program, product, service or other feature that The Hit Channel provides. Software available in connection with the Site and the transmission of applicable data, if any, is subject to United States export controls. No software may be downloaded from the Site or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Site, including as it concerns online conduct and acceptable content.

17. Advertising. The Site may include advertisements, whether from The Hit Channel or third parties with whom The Hit Channel partners, including merchants, sellers, advertisers, brands, service providers or other users who pay to promote posts or advertise their products or services on The Hit Channel. This advertising may be targeted to information found within the Site, whether submitted by you or by others. You consent to the placement, targeting and display of such advertising as consideration for your use of the Site. You give us permission to use your name, profile picture, content, and information in connection with commercial content (such as an item you purchased or event you attended) served or enhanced by us. This means, for example, that you permit us to display your likeness with your content or information, without any compensation to you. You acknowledge that we may not always identify paid services, endorsed content, or commercial communications as such.
18. Feedback. If you provide us with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Site ("Feedback"), we shall have the right to use such Feedback at our discretion, including, but not limited to the incorporation of such suggested changes into the Site. You hereby grant The Hit Channel a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose.

## **B. The Hit Channel Shopping**

1. Products venue. The Products is a venue whereby users, in accordance to these Terms, may solicit, offer, sell, buy and, in certain circumstances, trade certain goods such as clothing and accessories ("Products Goods"); services, such as donations and memberships ("Products Services"), and arrange, make registration available and attend events and classes with one or more individuals ("Events," and, collectively with Products Goods and Products Services, "Advertised Products"). The Products may be referred to on the Site as "Products," "My Store," "Community Store", "Feed", "Shoppable Feed" or "Store" and Advertised Products may similarly be referred to on the Site as "My Goods/Events/Products," "Community Goods/Events/Products", "Services", "Memberships", or simply "Goods/Events/Products." Payment processing occurs through The Hit Channel and its third party service providers. The Hit Channel or a third party service provider will collect all amounts payable from buyers and deduct all applicable fees from the amount collected by The Hit Channel, and then pass the remainder along to the vendors/organizers/sellers (as appropriate) as set forth in these Terms (hereafter referred to as "Recipient") through an electronic funds transfer to the account that the Recipient accurately designates, or by physical check, provided that The Hit Channel reserves the right to withhold funds (a) at any time as The Hit

Channel determines to be necessary for the processing and settlement of all refunds, disputed charges, chargebacks, customer complaints, allegations of fraud, and other discrepancies and (b) as otherwise permitted pursuant to these Terms. The Hit Channel, in its sole discretion, may determine to advance a portion of fees to Recipient prior to the period set forth in these Terms, on such terms and conditions as The Hit Channel may establish from time to time. While The Hit Channel may help facilitate the resolution of disputes through various programs, we have no control over and cannot warrant (a) the existence, quality, safety, or legality of Advertised Products; (b) the truth or accuracy of users' content or listings; (c) the authority or willingness of sellers to sell Advertised Products; (d) the ability of buyers to pay for Advertised Products; (e) that a buyer or seller will actually complete a transaction or return purchases; or (e) the legal transfer of items from the seller to the buyer. While we attempt to provide accurate information on this site, we do not warrant that Advertised Products or other materials on this site are accurate, complete, reliable, current or error-free. You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the site is at your sole risk. The Hit Channel reserves the right, in its sole discretion and without notice, to correct any errors or omissions in any portion of the site or to deny access to the site to anyone acting in violation of these terms at any time. Prior to purchasing any Advertised Products, you are advised to verify pricing and other information. The Hit Channel shall not have any liability arising from your purchases of Advertised Products based upon the information provided on the site.

2. **Products Goods.** Listing Products Goods is free; however, The Hit Channel charges certain fees for various transactions effected through the Site. Our Fee Policy is available at <http://about.THC.com/fee-policy>. In addition to the payment of the applicable purchase price for a purchased Products Good, buyers are responsible for paying all shipping costs, if any, (which shipping costs are detailed in the Fee Policy) and applicable taxes and fees as set forth in the Fee Policy. The net proceeds to be paid to Products Goods sellers are calculated using the gross proceeds minus The Hit Channel's fee minus any credit card charges or other applicable processing fees. We reserve the right to change or discontinue, temporarily or permanently, some or all of the fees. Any changes to the Fee Policy are effective upon the posting of such changes to the Fee Policy.
3. **Shipping.** Upon the confirmation of any purchase and sale transaction for Products Goods through the Site and payment of the required amount by the buyer, The Hit Channel will send to the seller's address indicated in the seller's account information a pre-paid shipping label for seller to ship the purchased item to the buyer. The prepaid label may generated from USPS for a flat-rate box with weight limits imposed by USPS. Should the shipping of a Products Good cost more than allowable from the pre-paid USPS label, seller shall be responsible for paying all extra shipping costs. The Hit Channel reserves the right to change shipping suppliers at its sole discretion. The seller must ship the purchased item to the buyer using the shipping label (and corresponding shipping method) required by The Hit Channel within three (3) days after receipt of such shipping label. If the seller does not ship the purchased item within the required time period, then the seller will be notified that the order will be cancelled unless it is shipped within the time period required in such notice. Using The Hit Channel's shipping selections is optional, however a tracking number must be

entered by the seller in connection with any and all physical shipments of Products Goods. This tracking number is used by The Hit Channel to reconcile the transaction and to ultimately release funds to the seller.

4. **No Return, No Refund Policy. THE HIT CHANNEL HAS A STRICT NO RETURN, NO REFUND POLICY.** Sellers on The Hit Channel may have their own return policies and all Buyers are obligated to review and agree to Seller's return policy before consummating a purchase. If a Products Good you receive is damaged, the wrong item or not as described, or if any items are missing, then please contact the seller directly to resolve the deficiency AND report the issue to The Hit Channel within three (3) days after delivery of the purchased item at support@THC.com. If the deficiency is not resolved between the seller and buyer, we reserve the right to credit the value of the Products Good, plus shipping costs paid, to the customer's account and charge the seller account for return amount and any applicable fees, including any processing fees, transaction fees, credit card fees, and third party fees such as charge-back fees and/or penalties. In certain circumstances, if the merchant requests that the Products Goods be returned, The Hit Channel may, in its sole discretion, assist the seller with the return by issuing a return shipping label charged to and paid for entirely by the seller, or the merchant may handle return shipping directly with the customer. THE HIT CHANNEL WILL NOT BE RESPONSIBLE OR LIABLE FOR, AND SELLER HEREBY AGREES TO FULLY INDEMNIFY THE HIT CHANNEL AND ITS AFFILIATES FOR, REFUNDS, ERRORS IN ISSUING REFUNDS OR LACK OF REFUNDS IN CONNECTION WITH PRODUCTS GOODS. ALL COMMUNICATIONS OR DISPUTES REGARDING REFUNDS ARE BETWEEN THE SELLER AND BUYER, AND THE HIT CHANNEL WILL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR REFUNDS, ERRORS IN ISSUING REFUNDS, OR LACK OF REFUNDS IN CONNECTION WITH THE SITE. IF YOU ARE A BUYER AND YOU WISH TO REQUEST A REFUND IN CONNECTION WITH A PRODUCTS GOOD, YOU SHOULD CONTACT THE APPLICABLE SELLER DIRECTLY.
5. **Products Services and Events.** Listing Products Services and Events is free; however, The Hit Channel charges certain fees for various transactions effected through the Site. Our Fee Policy is available at [http://www.THC.com/fee\\_policy](http://www.THC.com/fee_policy). The Hit Channel's fee is included in the price and is deducted after the credit card has been processed and the transaction has cleared. In addition to the payment of the applicable purchase price for a purchased Products Service or Event, buyers are responsible for paying all shipping costs, if any, taxes and processing fees, if applicable. The net proceeds to be paid to Products Service sellers and Event organizers are calculated using the gross proceeds minus The Hit Channel's fee minus any credit card charges. The Hit Channel's fees include referral credit payments to referring parties on The Hit Channel, and are non-refundable. Should seller cancel an Event for any reason, seller is responsible for a full refund to the buyers, inclusive of The Hit Channel fees and processing fees, which are non-refundable. Such non-refundable fee amounts may equal 20% or more of a transaction and therefore it is important that sellers understand the monetary significance of cancelling an event and refunding the entire amount a buyer has paid through The Hit Channel. Sellers and organizers agree to (a) pay The Hit Channel all applicable The Hit Channel fees, inclusive of referral credits paid to referring parties on The Hit Channel as well as purchasing rebates, based on the number of tickets sold by you and/or the value of such tickets, which charges are described in greater detail at [http://www.THC.com/fee\\_policy](http://www.THC.com/fee_policy), and payment of which shall be due and payable upon

receipt of the fees paid at time of purchase by buyer; and (b) accept the responsibility for providing refunds or credits to buyers at seller's or organizer's sole discretion, should an event that has been paid for subsequently be cancelled or materially changed from its originally advertised premise. Organizer agrees that all fees for Events are earned by organizers only following the conclusion of the applicable Event. The Hit Channel reserves the right to withhold all proceeds from cancelled or materially changed events until the seller has returned all fees paid to the buyer. THE HIT CHANNEL WILL NOT BE RESPONSIBLE OR LIABLE FOR, AND SELLER/ORGANIZER HEREBY AGREES TO FULLY INDEMNIFY THE HIT CHANNEL AND ITS AFFILIATES FOR, REFUNDS, ERRORS IN ISSUING REFUNDS OR LACK OF REFUNDS IN CONNECTION WITH PRODUCTS SERVICES AND EVENTS. ALL COMMUNICATIONS OR DISPUTES REGARDING REFUNDS ARE BETWEEN THE SELLER/ORGANIZER AND BUYER, AND THE HIT CHANNEL WILL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR REFUNDS, ERRORS IN ISSUING REFUNDS, OR LACK OF REFUNDS IN CONNECTION WITH THE SITE. IF YOU ARE A BUYER AND YOU WISH TO REQUEST A REFUND IN CONNECTION WITH A PRODUCTS SERVICE OR EVENT, YOU SHOULD CONTACT THE APPLICABLE ORGANIZER DIRECTLY.

6. Payments. There will be a hold on the earnings for three (3) business days after the product has been received before any disbursements are made on Products Goods and Services and for seven (7) business days after an Event is held to ensure the transaction has been completed to the buyer's satisfaction. Earnings from donations, and non-shippable Products items like memberships and electronic services such as distance coaching, are paid for within 3 business days of the purchase. After such time(s), if no grievances have been filed by the buyer or buyer's representative on the purchase, The Hit Channel will credit Recipient's account and funds will be available to be redeemed by Recipient, in an amount equal to the purchase price received from the buyer, minus a referral fee to be retained by The Hit Channel, as detailed in the Fee Policy. Recipient will be required to pay a fee of \$.25 for any ACH transfers from its The Hit Channel account held at The Hit Channel's merchant bank. The buyer must confirm its acceptance within three (3) business days after receipt of a Products Good; if the buyer does not respond within such time period, the Products Good will be deemed accepted. If the seller rejects the order, a full refund must be made to the buyer. Any funds credited to Recipient's account may be redeemed by the Recipient through a permitted third party payment provider's Merchant Bank (e.g., by ACH from The Hit Channel's or The Hit Channel's payment processor's chosen financial institution) or used by Recipient to purchase items listed by other sellers through the Site.
7. Authority. You must have the legal authority to sell the Advertised Products that you are listing for sale through the Site. You must be at least 21 years old to sell an Advertised Product. You must describe your offering and all terms of sale in your listing truthfully, accurately and reasonably completely. If you accept an offer to purchase an Advertised Product you have posted in your Feed or your My Store for sale, you agree to complete the transaction with the buyer unless the transaction is prohibited by law or these Terms, and subject to the return procedure described below. You are responsible for communicating any shipping delays, out of stock circumstances, changes of venues, changes in the Advertised Product, or cancellations to the buyer(s). You are solely responsible for all customer service questions, communications and responding to grievances and inquiries.



You are also responsible for payments to The Hit Channel as set forth in the Fee Policy. An offer to sell may be retracted at any time prior to its acceptance, but not after.

8. **Buying.** If you agree to purchase Advertised Product through the Site and confirm the transaction, you are obligated to complete the transaction in accordance with the terms and conditions specified by the seller (e.g., with respect to the listing price), unless the transaction is prohibited by law or these Terms, subject to the return procedure described below. You must be at least 21 years old to buy an Advertised Product.
9. **Referral Credits (sales commissions).** Rewarding our community members by recognizing them for their distribution efforts is at the core of everything we do on The Hit Channel. The Hit Channel gives back to the community for helping all of The Hit Channel's sellers stay in business and generate more business. By registering for the Site you are automatically eligible to promote Advertised Products and to earn referral credits for Qualifying Purchases made by other The Hit Channel users provided that you are at least 21 years old. A Qualifying Purchase occurs when a transaction originates from a referring party's Feed, MyStore or calendar ("collectively, the Referrer Profile"), a buyer purchases such an item directly from the Referrer Profile, the transaction clears, and The Hit Channel receives a fee. Amounts and timing of referral credits can be found at [www.THC.com/fee\\_policy](http://www.THC.com/fee_policy). Only after The Hit Channel's fee is received is the referral credit credited to the referrer's The Hit Channel account. To earn Credits, purchases must be completed during the same shopping session started after clicking on the referring link. Once a transaction has cleared, such referral credits are credited to the user's The Hit Channel account. Account balances may be redeemed via ACH or via The Hit Channel's mobile solution provider once a user's Account surpasses \$25.00 ("Minimum Referrer Redemption"). Referral credits may also be used by users to purchase other items listed by other sellers throughout the Site without being subjected to redemption minimums. To redeem any earned income from The Hit Channel, either by ACH or at checkout, the referring party will be required to provide The Hit Channel with the following information to comply with US anti-money laundering laws and other government regulations: full name, address, phone number, social security number or Tax-ID number, and bank ACH information or mobile phone number if user opts into The Hit Channel's mobile payments program.
10. **The Hit Channel Credits.** The Hit Channel Credits is redeemable for cash once the Credits account surpasses \$25.00, or may be applied to purchases from the Products and not subject to any minimum. Credit is non-transferable and other restrictions may apply. We reserve the right to rescind at any time in our reasonable discretion any credits that you may receive a result of referral or other promotional programs, subject to reasonable notice to you.
11. **Buyers: Credit Card Transactions.** To the extent you as a buyer effect any transactions using a credit card, you must have a valid credit card on file, and we will (or a third party credit card processor may) store your credit card information. The Hit Channel will verify your credit card information (including expiration date and billing address), but will not charge your credit card unless you conduct an activity through the Site that requires your credit card to be charged. By agreeing to pay for a transaction with your credit card, you authorize us to charge your credit card. You agree that you will keep all credit card information provided to us current and accurate.

12. No right to inspect The Hit Channel books, records and accounts. You understand and agree that you shall have no right to inspect, examine or audit The Hit Channel's books, records or accounts in connection with the calculation of prices, deductions, referral fees, or for any other purpose whatsoever.
13. If you have reason to believe that a minor without the supervision of an adult parent or legal guardian is buying or selling Advertised Products or collecting referral fees on sales or purchases, please notify The Hit Channel at [support@THC.com](mailto:support@THC.com) and provide us with any background information, including emails, that support your belief. We will promptly investigate and take appropriate action, including account suspension, if required or otherwise deemed appropriate in our sole discretion.
14. Listing Restrictions: The Hit Channel prohibits the listing or sale of any item that is illegal to sell under any applicable law, statute, ordinance or regulation. Payments made through third party payment service providers are subject to those third party terms and conditions, which may impose additional restrictions. You also may not list or sell the following items on The Hit Channel:
  - Alcohol
  - Animals & Animal Products
  - Art - Fine Art
  - Art - Home Décor
  - Automotive
  - Currency, Coins, Cash Equivalents, and Gift Cards
  - General Electronics
  - Non FDA approved Ingestible Products
  - Any Opened, Used or Visibly damaged FDA approved or non-FDA approved Ingestible Products
  - Gambling & Lottery
  - Hazardous & Dangerous Items
  - Human Parts & Burial Artifacts
  - Intellectual Property Violations
  - Medical Devices & Accessories
  - Medical or recreational use Marijuana or any federally illegal Cannabis products.
  - Offensive Products
  - Postage Meters & Stamps
  - Recalled Products
  - Sex & Sensuality
  - Stolen Property & Lock Picking Devices
  - Surveillance Equipment
  - Tobacco & Tobacco-Related Products
  - Warranties & Services
  - Weapons

## C. General

1. **Ownership; Proprietary Rights.** The Site is owned and operated by The Hit Channel. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Site provided by The Hit Channel ("Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any content uploaded by you, all Materials contained on the Site are the copyrighted property of The Hit Channel or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to The Hit Channel or its affiliates and/or third-party licensors. Except as expressly authorized by The Hit Channel, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.
2. **Content retention and transmission.** You acknowledge and agree that The Hit Channel may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process, applicable laws or governmental requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of The Hit Channel, its users and the public. You understand that the technical processing and transmission of the Site, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
3. **Monitoring and takedown.** We reserve the right to, and will, monitor the content of the Site to determine compliance with these Terms and any other operating rules established by us. We shall have the right, in our sole discretion, to disclose any materials submitted to us and the circumstances surrounding their transmission, along with any other information regarding use of the Site, to any third party in order to operate the Site properly, to protect ourselves, our sponsors, and users of the Site, and to comply with legal obligations or governmental requests. You agree to take down immediately any User Submission that violates these Terms including pursuant to a takedown request from The Hit Channel. In the event that you elect not to comply with a request from The Hit Channel to take down certain content, The Hit Channel reserves the right, but shall have no obligation, to directly take down such content and to terminate your account immediately. Notwithstanding these rights and obligations, you are solely responsible for your use of the Site and any information that you transmit through the Site. You acknowledge and agree that neither we nor any third party content provider shall assume or have any liability for any action or inaction by us or any third party content provider with respect to any conduct or communications on the Site.
4. **Infringement claims.** We intend that all content provided on the Site respect the copyright and other proprietary rights of third parties. However, we are unable to monitor the copyright ownership of all posted content. If you believe that your work has been copied and is accessible on our Site in a way that constitutes copyright infringement or that the Site contains links or other references to another online location that contains material or

activity that infringes your copyright rights, you may notify us by providing the following information to our copyright agent set forth below.

- a. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us, or our third party service providers, to locate the material;
- d. Information reasonably sufficient to permit us, or our third party service providers, to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send only copyright complaints to the Copyright Agent identified above. No other communications will be accepted or responded to. For communications on other matters, please send an email to: [support@actionhouse.com](mailto:support@actionhouse.com).

Copyright Agent:

The Hit Channel, Inc.

Attention: Chief Legal Officer

8581 Santa Monica Blvd. #312

West Hollywood, CA 90069

Email address: [support@THC.com](mailto:support@THC.com)

5. Indemnity and Release. You agree to release, indemnify and hold The Hit Channel and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Site (including any sale or purchase of any items through the Site or your purchase and participation in any classes or other events through the Site), any User Content, your connection to the Site, your violation of these Terms or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must

have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

6. **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE HIT CHANNEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE HIT CHANNEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SITE (INCLUDING ANY INJURY OR OTHER BODILY HARM THAT MAY RESULT FROM YOUR USE OF THE SITE); (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (E) ANY OTHER MATTER RELATING TO THE SITE. IN NO EVENT SHALL THE HIT CHANNEL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT OF FEES THAT YOU HAVE PAID TO THE HIT CHANNEL AS A SELLER OR ORGANIZER IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE.
7. **Arbitration.** At The Hit Channel's or your election, all disputes, claims, or controversies arising out of or relating to these Terms or the Site that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in Los Angeles, California before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms. The arbitration must commence within forty-five (45) days of the date on which either party files a written demand for arbitration. The arbitrator's decision and award shall be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in these Terms and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Terms, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary

or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, if The Hit Channel changes this "Arbitration" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the "Date of Last Revision" date above or in the date of The Hit Channel's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and The Hit Channel in accordance with the provisions of this section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

8. These Terms shall be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and The Hit Channel agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Los Angeles, California. The failure of The Hit Channel to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Site may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Site.
9. Notice for California Users. Under California Civil Code Section 1789.3, users of the Site from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
10. Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms will not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.
11. Survival. Sections A.1, A.7-8, A.12, B.1, B.4, B.7, C.4-C.8 and C.10 shall survive any termination or expiration of these Terms.

12. Contact information. If you have any questions or comments regarding these Terms, please send us an email at [support@THC.com](mailto:support@THC.com).

## D. Use of Site

All products on this website are intended for legal use and may not be used or discussed in a manner that is illegal. **As the consumer, it is your responsibility to know your local, state and federal laws before making your purchase. Prior to purchasing any product(s) on this website, you agree to verify the legality of the products in the jurisdiction where you request shipment. The Hit Channel shall not be responsible for any liability arising from the alleged illegality of products sold to you on this website.** Any governmental employee, agency, or agent must identify themselves to the operators of The Hit Channel upon their entering the site, and when ordering any products from our site. The Hit Channel reserves the right to request a scan of any customer's photo ID for age verification before shipping an order.

## E. Restrictions on Use

You may use this site only for the purposes expressly permitted by this site. You may not use this site for any other purpose, including any commercial purpose, without our express prior written consent. For example, you may not (and may not authorize any other party to): (i) co-brand this site, (ii) frame or use framing techniques to enclose any of our or our Content owner's trademarks, logos, or other proprietary information (including images, text, page layout, or form), (iii) hyperlink to this site, or (iv) use any meta tags or any other "hidden text" using our name or trademarks without the express prior written permission of one of our authorized representatives. For purposes of these Terms and Conditions, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that associates our product with someone other than us or that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with The Hit Channel in causing any unauthorized co-branding, framing or hyperlinking to cease immediately.

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The Hit Channel has no control over these linked sites, all of which have separate privacy and data collection practices, independent of The Hit Channel. Nonetheless, The Hit Channel seeks to protect the integrity of its website, and therefore requests any feedback on sites to which it links, including if a specific link does not work.

## G. Disclaimers

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have been approved or endorsed by the FDA or any regulatory agency. The efficacy of these products has not been confirmed by FDA-approved research. The products on the site are not intended to diagnose, treat, cure or prevent any disease. The statements made regarding these products have not been evaluated by the FDA. The information on this site or other materials we may provide to you are designed for educational purposes only and are not intended to be a substitute for informed medical advice or care. This information should not be used to diagnose or treat any health problems or illnesses without consulting a doctor. **You should consult your physician before using any food products, dietary supplements and/or cosmetics purchased on this site.**

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