

Terms Of Use

PLEASE NOTE THAT OUR TERMS OF USE HAVE CHANGED EFFECTIVE FEBRUARY 14, 2012

1. INTRODUCTION AND ACCEPTANCE

These “**Terms of Use**” apply to the Websites controlled by MyStuff, Inc. and/or its subsidiary and affiliated entities (“**MyStuff**”, “**us**”, “**we**”, or “**our**”) where these Terms of Use are posted. “**Websites**” include sites hosted by one or more web servers (however accessed and/or used, whether via personal computers, mobile devices or otherwise (collectively, “**Computer**”)) and other interactive features, applications or downloads that are operated by us and that are available through, or interact with, Websites where these Terms of Use are posted.

PLEASE READ THESE TERMS OF USE AND APPLICABLE ADDITIONAL TERMS (DEFINED BELOW) CAREFULLY BEFORE USING THE WEBSITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. BY ACCESSING AND/OR USING THE WEBSITES (OTHER THAN TO READ THESE TERMS OF USE), YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION 18 BELOW. THESE TERMS OF USE REQUIRE YOU TO AGREE TO ARBITRATE DISPUTES RATHER THAN GOING TO COURT, GRANT US CERTAIN RIGHTS AND LICENSES, PROVIDE US CERTAIN INDEMNITIES, WAIVE CERTAIN OF YOUR RIGHTS AND REMEDIES, AND LIMIT OUR LIABILITY AND OBLIGATIONS TO YOU. READ THEM CAREFULLY AND DO NOT USE THE WEBSITE OR PURCHASE OUR PRODUCTS OR SERVICES AVAILABLE VIA THE WEBSITES IF YOU DO NOT AGREE.

You agree that these Terms of Use are supported by good and valuable consideration the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without limitation, your use of the Websites and the materials and information available on the same and the possibility of publication or publicity of your User Content (as defined in Section 6). In addition to these Terms of Use, MyStuff has established a Privacy Policy to explain how user information is collected and used by MyStuff. A copy of this Privacy Policy can be found here and is incorporated by reference into these Terms of Use. By accessing or using the Website, you are signifying your acknowledgement and agreement to MyStuff Privacy Policy.

2. INTELLECTUAL PROPERTY

Unless otherwise explicitly specified, the Websites (including past, present and future versions) and included content (and any derivative works or enhancements of the same), including, but not limited to, all layout, text, illustrations, instructions, files, images, designs, software, scripts, graphics, photos, sounds, music, videos, information, advertising copy, content, materials, products, services, URLs, technology, documentation, interactive features, the “look and feel” of the Websites, the compilation, assembly and arrangement of the materials of the Websites and any and all copyrightable material (including source and object code), (collectively, the “Website Content”) and all intellectual property rights to the same are owned or controlled by us, our licensors, or both. Additionally, all trademarks, service marks, trade names, trade identities and trade dress that may appear on the Websites are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the Websites or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

3. WEBSITE ACCESS AND USE

(A) Access to the Websites, including, without limitation, the Website Content, is provided for your information and personal, non-commercial use only. When using the Websites, you agree to comply with all applicable federal, state, and local laws, including, without limitation, copyright law. Except as expressly permitted in these Terms of Use or applicable Additional Terms, you may not use, reproduce,

distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, subject to your strict compliance with these Terms of Use, you may download (temporary storage only), display, view use, play and/or or print (as applicable) one (1) copy of the Website Content (excluding source and object code in raw form or otherwise, other than as made available to access and use via a standard web browser to enable display on your Computer) on any single Computer for your limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable use only. In some instances, we may permit you to have greater access to and use of Website Content, subject to Additional Terms applicable thereto. You acknowledge that you do not acquire any ownership rights by downloading, printing or otherwise using or accessing the Website Content.

(B) Furthermore, except as expressly permitted in these Terms of Use or applicable Additional Terms, you may not:

(i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notices on the Websites or Website Content or on any copy you make of the Website Content;

(ii) circumvent, disable or otherwise interfere with security-related features of the Website, including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Websites or Website Content;

(iii) use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the Websites or Website Content for any purpose without the express written permission of MyStuff, frame the Websites or Website Content except to the extent we have given you explicit permission to do so, or use any of our trademarks as meta tags. Notwithstanding the foregoing, MyStuff grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Websites for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;

(iv) collect or harvest any personally identifiable information from the Websites, including, without limitation, user names, passwords, e-mail addresses;

(v) solicit other users to join or become members of any commercial online service or other organization without our prior written approval;

(vi) attempt to or interfere with the proper working of the Websites or impair, overburden, or disable the same;

(vii) decompile, reverse engineer, disassemble, modify or attempt to discover any Website source or object code or any software or other products, services or processes accessible through any portion of the Websites;

(viii) use network-monitoring software to determine architecture of or extract usage data from the Websites;

(ix) encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Membership (as defined in Section 5(B)) without permission, etc.);

(x) use the Website Content in a manner that suggests an association with any of our networks, products, services or brands;

(xi) violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or

(xii) engage in any conduct that restricts or inhibits any other user from using or enjoying the Websites or that violates these Terms of Use or applicable Additional Terms.

(C) You agree to cooperate fully with MyStuff to investigate any suspected or actual activity that is in breach of these Terms of Use or applicable Additional Terms.

(D) You also agree that you will be responsible for obtaining and maintaining all Computer hardware and other equipment needed for access to and use of the Websites and you will be responsible for all charges related thereto.

4. CONDITIONS FOR LINKING TO WEBSITE

We hereby grant you a non-exclusive, limited license, revocable at our discretion, for you to link to the Website home page from any site you own or control that is not commercially competitive with the Websites and does not criticize or otherwise injure us, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of our mission. Such a link is not an endorsement of such other site(s) by us. All of our rights and remedies are expressly reserved. Notwithstanding anything to the contrary contained in these Terms of Use or applicable Additional Terms, we reserve the right to prohibit linking to the Website for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above.

5. USER REGISTRATION

(A) In order to access or use some (or potentially all) of the features of the Websites, you may have to become a registered user. If you are under the age of thirteen (13), then you are not permitted to register as a user or otherwise submit personal information to MyStuff. For more information about children, see Section E of our Privacy Policy.

(B) If you become a registered user, you will provide true, accurate, current and complete registration information about you as may be prompted by any registration forms and, if such information changes, you will promptly update the relevant registration information. During registration, you may be required to create a username and password (a "Membership"), which may permit you access to certain areas of the Websites not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership and for restricting access to your Computer so that others may not access any password protected portion of the Websites using your username in whole or in part. If you register with us, you agree to accept sole responsibility for all activities that occur under your Membership, whether or not you have authorized the activity. You agree you will not sell, transfer or assign your Membership or any Membership rights. You agree to notify us immediately of any breach of security or unauthorized use of your Membership. We reserve the right to terminate your account or otherwise deny you access to the Websites in our sole discretion for any or no reason without notice and without liability.

6. USER CONTENT

(A) We may now or in the future permit users to post, upload, display, publish, distribute, transmit through, broadcast or otherwise make available on the Websites (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials ("User Content"). Except for any Website Content included in your User Content we have given you permission to use, and subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for same, but you grant us the right to protect and enforce our and our licensees' licensed rights to your User Content, including, without limitation, by bringing and controlling actions in your name and on your behalf (at our cost and expense, to which you hereby consent and irrevocably appoint us as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest). You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms of Use or applicable Additional Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms of Use and grant us these licenses. Upon our request, you will furnish us with any documentation, substantiation or releases necessary to verify your compliance with these Terms of Use or applicable Additional Terms. You also acknowledge that the Internet may be subject to breaches of security and should be aware that submissions of User Content or other information may not be secure, and you should consider this before submitting any information to us. Subject to these Terms of Use and applicable Additional Terms, we grant you the limited, revocable, non-exclusive permission to use Website Content in your User Content as may from time to time be made available on the Websites specifically for that purpose, but only for such purposes as may be explicitly stated at the time such Website Content is so made available on the Websites; provided, however, we retain the ownership of such Website Content.

(B) You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

(C) You represent, warrant, and covenant that you will not submit any User Content that:

(i) violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right of any person or entity;

(ii) impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable;

(iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;

(iv) is an advertisement for goods or services or a solicitation of funds;

(v) includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references unless specifically requested by us;

(vi) contains a formula, instruction, or advice that could cause harm or injury;

(vii) is a chain letter of any kind;

(viii) the licensed use by us hereunder would result in us having any obligation or liability to any party;

(ix) depicts any third party trademarks or products or services in any manner that violates their rights or could otherwise create liability; or

(x) violates these Terms of Use or applicable Additional Terms.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted.

(D) By submitting User Content to us, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us an unrestricted, unconditional, unlimited, worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable (through multiple levels), and transferable right and license to use, copy, record, disclose, sell, re-sell, sublicense, lease, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, publish, broadcast, reformat, translate, archive, store, and otherwise exploit the User Content (in whole or in part) as we, in our sole discretion, deem appropriate, for any purpose whatsoever, including, without limitation, (1) in connection with our business; and (2) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users permission to access your User Content and to use, record, sell, lease, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, publish and otherwise exploit your User Content for personal, non-commercial use as permitted by the functionality of the Websites, these Terms of Use and applicable Additional Terms. Without limitation, the granted rights include the right to configure, host, index, cache, digitize, compress, optimize, modify, edit, adapt, and remove such content and combine same with other materials. Except as otherwise described in the Website's posted Privacy Policy or applicable Additional Terms, you agree that your User Content will be treated as non-confidential and non-proprietary. Furthermore, we are free to use any ideas, concepts, know-how or techniques contained in any User Content you submit without any remuneration or obligation to you and for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and/or services using such User Content; or creating informational articles based on or advertising our products and services. You further authorize us to publish your User Content in a searchable format that may be accessed by users of the Websites and the Internet.

(E) By submitting User Content, you also grant us the right, but not the obligation to use your biographical information, including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the User Content.

(F) We reserve the right to display advertisements in connection with your User Content and to use your User Content for advertising and promotional purposes. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners and third-party service providers (including their downstream users).

(G) We have the right, but not the obligation, to monitor User Content. Please exercise caution and common sense when viewing User Content. We have no obligation to post, maintain, accept, display, exploit or otherwise make use of User Content, do not guarantee distribution of User Content and User Content will not be returned and you will not have the right, once posted, to access, archive, maintain or otherwise use such User Content on the Websites. We may discontinue operation of the Website, or your use of the Websites, in either case in whole or in part, in our sole discretion. You have no right to

maintain or access your User Content on the Websites and we have no obligation to return your User Content or otherwise make it available to you. We may, in our sole discretion, delete, move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice or liability; provided, however, that we reserve the right to treat User Content on the Websites, or on certain portions of the Websites, as content stored at the direction of users for which we will not exercise editorial control except to block or remove content that is obscene, lewd, lascivious, filthy, violent, harassing or otherwise objectionable or to enforce the rights of third parties.

(H) The rights granted by you hereunder may not be terminated, revoked or rescinded and are not subject to reversion; provided, however, the rights granted by us may be terminated, revoked or rescinded and are subject to reversion. If you become aware that User Content you have submitted includes any material for which you lack the unrestricted right to grant us the rights set forth above without obligations or liability to any party, you agree to promptly provide us with detailed written notice thereof to MyStuff.

7. WEBSITE CONTENT & THIRD PARTY LINKS

(A) We provide the Websites, including, without limitation, Website Content for entertainment, educational and promotional purposes only. You may not rely on any information and opinions expressed on the Websites for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

(B) In many instances, Website Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Websites by anyone other than authorized employees or spokespersons while acting in their official capacities.

(C) If there is a dispute between persons accessing the Websites or between persons accessing the Websites and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release MyStuff and its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

(D) The Websites may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

8. MOBILE

The Websites may include certain features and services that may be available via your mobile phone, including, without limitation: (a) the ability to upload to the Websites via your mobile phone (Mobile Uploads), (b) the ability to receive and reply to messages and to send content and messages using text messaging (Mobile Texts), and (c) the ability to access the Websites from your mobile phone (Mobile Web) (collectively, the "Mobile Services"). We typically do not charge for Mobile Services. Your carrier's normal messaging, data and other rates and fees will, however, still apply. Your carrier may prohibit or restrict certain Mobile Services and certain Mobile Services may be incompatible with your carrier or

mobile device. You should check with your carrier to find out what plans are available and how much they cost. By using the Mobile Services you agree that we may communicate with you regarding the Website and our partners by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services will be communicated to us.

You agree that in connection with the Mobile Services for which you are registered for, we may send communications to your mobile device regarding us or other parties. Further, we may collect information related to your use of the Mobile Services. If you have registered for Mobile Services, you agree to notify us of any changes to your mobile number and update your account(s) on the Websites to reflect this change.

9. INDEMNIFICATION

You agree to defend, indemnify and hold harmless MyStuff and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Websites; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use or applicable Additional Terms; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

10. DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITES IS AT YOUR SOLE RISK. THE WEBSITES AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, MYSTUFF AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITES WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITES OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, CUSTOM, TRADE, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITES OR ACCESSED THROUGH THE WEBSITES; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITES; (6) WARRANTIES THAT YOUR USE OF THE WEBSITES WILL BE SECURE OR UNINTERRUPTED, TIMELY OR ERROR-FREE; (7) WARRANTIES THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (8) WARRANTIES THAT THE WEBSITES (OR THE SERVER THAT MAKES IT AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. LIMITATION ON LIABILITY

(A) UNDER NO CIRCUMSTANCES SHALL MYSTUFF OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF FORSEEABLE OR IF MYSTUFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER THEORY, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITES, THESE TERMS OF USE OR APPLICABLE ADDITIONAL TERMS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES, INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITES OR ANY LINKS ON THE WEBSITES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITES OR ANY LINKS ON THE WEBSITES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITES.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF MYSTUFF AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY MYSTUFF DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITES, THESE TERMS OF USE OR APPLICABLE ADDITIONAL TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

(C) In some jurisdictions limitations of liability or of warranties are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

12. TERMINATION

(A) We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Websites for any reason, including, without limitation, if you have failed to comply with the letter and spirit of these Terms of Use or applicable Additional Terms. You agree that MyStuff shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Websites.

(B) If you become a registered user, you may terminate your Membership at any time by sending an e-mail.

(C) Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive, including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 20. Upon suspension or termination of your Account, you will immediately discontinue use of the Website Content and destroy any copies of Website Content in your possession, including deleting any downloaded Website Content from your Computer.

13. COPYRIGHT POLICY

(A) MyStuff respects the intellectual property rights of others and expects its users to do the same. In appropriate circumstances and at its sole discretion, MyStuff may terminate and/or disable the Membership of users who it suspects to be infringers of the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in its sole discretion, MyStuff may remove or disable access to material on any of its websites or hosted on its systems that may be infringing or the subject of infringing activity.

(B) In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent").

(C) If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work's copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(ii) 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.

(iii) 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 to locate the material.

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

(v) A statement that you have 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.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response. For more information on our DMCA policy, please click [here](#).

14. CHOICE OF LAW; JURISDICTION AND VENUE

These Terms of Use shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. Any legal proceedings against MyStuff that may arise out of, relate to, or be in any way connected with our Website, these Terms of Use or applicable Additional Terms, and which are not subject to the arbitration provisions of Section 15 below, shall be brought exclusively in the state and federal courts of New York located in New York county and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

15. DISPUTE RESOLUTION; BINDING ARBITRATION

In the Dispute Resolution Section only, "we" and "us" are used to refer to you and MyStuff together.

(A) We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem and the proposed resolution. You agree to contact us with Disputes by contacting us at the address provided in Section 15(B)(ii) below. We will contact you based on the contact information you have provided us.

(B) We each agree to finally settle all Disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Terms of Use and can award the prevailing party(ies) damages and relief. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(i) "Disputes" are any claims or controversies against each other related in any way to the Websites, Website Content or these Terms of Use - this includes claims you bring against our employees, agents, affiliates or other representatives, and claims MyStuff may bring against you; provided, however, that any issues relating to MyStuff' intellectual property rights, including any such rights MyStuff claims that may be in dispute, shall only be subject to arbitration if MyStuff' General Counsel agrees in writing to have such subject to arbitration.

(ii) If either of us wants to arbitrate a Dispute, we agree to send written notice to the other providing a description of the Dispute and the proposed resolution. We will send notice to you based on the contact information you have provided us and notice to us must be sent to: MyStuff. We agree to make attempts to resolve the Dispute. If the parties cannot resolve the Dispute within forty-five (45) days of receipt of the notice to arbitrate, then either of us may submit the Dispute to formal arbitration.

(iii) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a Dispute is subject to arbitration.

(iv) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. In the event AAA is unwilling or unable to set a hearing date within forty-five (45) days of the filing of a "demand for arbitration", then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") or any other mutually agreeable arbitration administration service. You can obtain procedures, rules, and fee information from the AAA at 1-800-778-7879 or www.adr.org. and from JAMS at (949) 224-1810 or <http://www.jamsadr.com>. If applicable law requires MyStuff to pay a greater portion of the arbitration fees then provided under the applicable arbitration service's rules in order for the arbitration provision to be enforceable, MyStuff shall have the discretion to elect to pay such fees and proceed to arbitration. Discovery shall be permitted pursuant to the applicable arbitration rules. The arbitrator's award will consist of a written statement stating the disposition of each claim and will provide a statement of the essential findings and conclusions on which the award is based. The award shall be enforceable by any court with jurisdiction over the parties.

(v) The arbitration will be conducted by a single neutral arbitrator who is a lawyer or a retired judge. If an in-person hearing is required, the arbitration hearing will be conducted in the metropolitan statistical area in which you are a resident at the time the Dispute is submitted for arbitration. The federal or state law that applies to these Terms of Use will also apply during the arbitration.

(vi) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the Dispute must be brought in court. The provisions of this Section will not apply to any legal action taken by MyStuff to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Websites, any Website Content, your User Content and/or MyStuff' intellectual property rights.

(vii) Except where prohibited or limited by applicable law, the prevailing party(ies) in the arbitration will be entitled to recover its costs and expenses, including reasonable attorneys' fees and experts' fees, which are incurred in connection with the arbitration.

(C) Notwithstanding the foregoing, either of us may bring qualifying claims in small claims court.

16. NO CLASS ACTIONS

TO THE EXTENT ALLOWED BY LAW, EACH OF YOU AND MYSTUFF WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

17. NO TRIAL BY JURY

TO THE EXTENT ALLOWED BY LAW, EACH OF YOU AND MYSTUFF WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

18. AMENDMENT; ADDITIONAL TERMS

(A) We reserve the right in our sole discretion and at any time without prior notice and for any reason, to modify or discontinue any aspect or feature of the Websites or to modify or add to these Terms of Use ("Updated Terms"). In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Websites generally, unique parts of the Websites, or both ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Updated Terms or Additional Terms will be effective immediately upon notice, either by posting on the Websites so that they are accessible via a link on the homepage or by notification by e-mail or conventional mail. It is your responsibility to review the Terms of Use and the Websites from time to time for any Updated Terms or Additional Terms. Your access and use of the Websites after we have posted the Updated Terms (or engaged in such other conduct as we may reasonably specify) or applicable Additional Terms will signify your assent to and acceptance of the same, which will be effective as of the time of posting, or such later date as may be specified therein, and will apply to your use of the Websites from that point forward. If you object to any Updated Terms or to any Additional Terms, you may terminate your Membership as provided in Section 12(B) herein or, if you do not have a Membership, your only recourse is to immediately discontinue use of the Websites.

19. TERRITORIAL RESTRICTIONS

Software related to or made available by the Websites and/or Website Content may be subject to United States export controls. Thus, no software from the Websites and/or Website Content may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Websites and/or Website Content, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods.

20. MISCELLANEOUS

(A) Any delay or failure on the part of us to exercise or enforce any rights under these Terms of Use to which we may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. MyStuff has the right to determine your compliance with these Terms of Use in our sole discretion. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be unlawful, void, or for any reason invalid or unenforceable, then that provision will be deemed severable from these Terms of Use and the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

(B) These Terms of Use (including the Privacy Policy and any Updated Terms or Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

(C) You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. MyStuff may assign these Terms of Use or any rights hereunder without your consent and without notice.