



## **TERMS AND CONDITIONS**

### **Welcome to Axelo!**

Axelo, Inc. ("Axelo," "we" or "us") provides streamed audio/video, images, text, e-commerce and social networking services (the "Services") for our users through our websites accessible at [www.AxeloInc.com](http://www.AxeloInc.com) and [www.AxeloBAT.com](http://www.AxeloBAT.com) (the "Site"). Please read the following important terms and conditions ("Terms of Service") carefully. These Terms of Service and the other policies posted on the Site or made available via the Services govern your access to and use of the Site and Services, including any content, information, products or services therein.

These Terms of Service are a legal agreement between you and Axelo and apply to you whether you are a Member (defined below) or a visitor just browsing the Site (collectively, "Axelo Users").

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We reserve the right to make changes to our site, policies, and these Conditions of Use at any time without notice to you. Any updates will be effective immediately and be made available at this web address. By continuing to access the Site after the terms and conditions have been updated, you are deemed to have accepted the updated terms and conditions.

### **PRIVACY POLICY**

Please view the [Privacy Policy](#) of Axelo, Inc. for our policy regarding the collection and use of personal information.

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#### **MEMBER ACCOUNT, PASSWORD, AND SECURITY.**

In order to access certain features of the Site and Services, and to post User Submissions, you will have to create a Axelo account and become a "Member". To become a Member you must be at least 14 years of age. When you register, you will be asked to choose a username and a password.

If you become a Member you consent to the use of: (a) electronic means to complete these Terms of Service and to provide you with any notices given pursuant to these Terms of Service; and (b) electronic records to store information related to these Terms of Service or your use of the Site and Services. Our [Privacy Policy](#) contains information about our policies and procedures regarding the collection, use and disclosure of information we receive from Axelo Users.

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Axelo immediately of any unauthorized use of your account or any other breach of security. Axelo will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Axelo or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

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a. Definitions. Certain types of content are made available through the Site. "Content" as used in these Terms of Service means, collectively, the text, data, graphics, images, photos and video files made available through the Site, excluding User Submissions. "User Submissions" as used in these Terms of Service means, collectively, the text, data, graphics, images, photos and video files and other content and information which Members stream, post, upload and otherwise submit to the Site, including without limitation in broadcast chats, discussion groups, message boards and Member created profile pages. Axelo reserves the right to remove and permanently delete any Content or User Submissions from the Site without notice. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting publishing or otherwise making available any User Submissions, emails or other materials that are believed to violate these Terms of Service.



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c. User Submissions.

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(ii) Limitations. You acknowledge and agree that Axelo may, at its option, establish limits concerning User Submissions, including without limitation the maximum number of days that User Submissions will remain on the Site, the maximum size of any files that may be stored on or uploaded to the Site, and the maximum disk space that will be allotted to you for the storage of User Submissions on Axelo's servers. Axelo will have no responsibility or liability for and you are solely responsible for creating back-ups of your User Submissions.

(iii) Disclaimer. Axelo has no ability to control the User Submissions that are uploaded, posted or otherwise transmitted using the Site or Services and does not have any obligation to monitor such User Submissions for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the User Submissions or anything said, depicted or written by Members, including without limitation any information obtained by using the Site. Axelo does not endorse any User Submission or any opinion, recommendation, or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Axelo with respect thereto. Axelo will have no responsibility or liability to you or any third party as a result of your User Submission activities and you are solely responsible for any User Submissions you do in connection with or via the Site or Services.



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You are solely responsible for your interactions (including any disputes) with other Axelo Users. You understand that Axelo does not in any way screen Axelo Users. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Site and Services and disclosing personal information to other Axelo Users. You agree to take reasonable precautions in all interactions with other Axelo Users, particularly if you decide to meet a Axelo User offline, or in person. Your use of the Site, Services, Content and any other information or other materials made available through the Site or Services is at your sole risk and discretion and Axelo hereby disclaims any and all liability to you or any third party relating thereto. Axelo reserves the right to contact Members, in compliance with applicable law, in order to evaluate compliance with the rules and policies in these Terms of Service. You will cooperate fully with Axelo to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting authorized Axelo representatives access to any password-protected portions of your Axelo account.

Axelo may in its sole discretion review and/or record broadcast chat exchanges and/or other communications engaged in via the Site or Services, in accordance with applicable law, in order to evaluate compliance with the rules and policies set forth in these Terms of Service or as otherwise technically necessary.

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## **OBLIGATIONS FOR AXELO USERS.**

The Site and Services may be used and accessed for lawful, non-commercial purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Site and Services. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Site or Services:

1. Circumvent, disable or otherwise interfere with security related features of the Site or features that prevent or restrict use or copying of any Content;
2. Upload, stream, email or otherwise transmit (i) any User Submission to which you do not have the lawful right to copy, transmit and display (including any User Submission that would violate any confidentiality or fiduciary obligations that you might have with respect to the User Submission); (ii) any User Submission for which you do not have the consent or permission of each identifiable person in the User Submission to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is



implicated by the User Submission) and such consent or permission is necessary; or (iii) any User Submission that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);

3. Use any meta tags or other hidden text or metadata utilizing a Axelo name, trademark, URL or product name;

4. Upload, stream, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation;

5. Forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Site or Services to send altered, deceptive or false source-identifying information;

6. Upload, stream, email, or otherwise transmit, via the Site or Services, any User Submissions that are unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contain objects or symbols of hate, invade the privacy of any third party, contain nudity (including without limitation any pornography, erotica, child pornography or child erotica), are deceptive, threatening, abusive, inciting of unlawful action, defamatory, libelous, vulgar or violent or constitute hate speech or are otherwise objectionable in the opinion of Axelo;

7. Upload, stream, email, or otherwise transmit any User Submissions that contain software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the Site;

8. Upload, stream, email or otherwise transmit any User Submissions that include code that is hidden or otherwise surreptitiously contained within the images, audio or video of any User Submissions that is unrelated to the immediate, aesthetic nature of the User Submissions;

9. Interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available at the Site, servers or networks connected to the Site or the technical delivery systems of Axelo's providers or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

10. Attempt to probe, scan or test the vulnerability of any Axelo system or network or breach or impair or circumvent any security or authentication measures protecting the Site or Services;

11. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Services;

12. Attempt to access, search or meta-search the Site with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by Axelo or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari, or Opera), including without limitation any software that sends queries to the Site to determine how a website or web page ranks.

13. Collect or store personal data about other users without their express permission;



14. Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud;

15. Use the Site or Services in any manner not permitted by these Terms of Service; or

16. Encourage or instruct any other individual to do any of the foregoing or to violate any term of these Terms of Service.

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##### **Axelo, Inc. Office**

3925 West Braker Lane

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#### **QUESTIONS.**

If you have questions about these Terms of Service or would like to request a copy of these Terms of Service or any other records relating to these Terms of Service of your use of the Site and Services, please



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