

# GenManga.com Privacy Policy and Terms of Use

## Agreement:

### Purpose of this Privacy Policy and Terms of Use

This Privacy Policy and the Terms of Use ("PPTU") describes the terms and conditions that you are agreeing to as a condition to access GenManga.com (the "Site") and how the company that created, runs and owns the Site, Gen Manga Entertainment, Inc. ("GM"), a New York Corporation, treats the personally identifiable information that is collected about you when you visit the Site. This PPTU also describes our treatment of personally identifiable information about you which our business partners or affiliates may share with us.

### What is Personally Identifiable Information

"Personally identifiable information" is information that we can use to identify you as an individual. Personally identifiable information includes your name, address, telephone number and any other information that is connected with your identity.

### Information This Privacy Policy Does Not Apply to

The PPTU does not apply to information collected about you by anyone except GM and only applies to the pages of the Site. Any information you provide when you visit web sites other than the Site or when you purchase any products or services or enter contests that may be linked to or advertised on the Site by companies other than GM is subject to the privacy policies of the third parties who run and/or own those web sites. Also, the PPTU does not apply to information you may provide to us offline unless otherwise specified herein or as may be required by a rule, law or regulation applicable to GM.

### Children

The Site is not intended for use by children, especially those under age 13. No one under age 13 is allowed to provide any personal information or use our public discussion areas, forums and chats. To subscribe to newsletters and to participate in other activities where personal information is divulged if you are between the ages of 13 and 17 you should get the permission of your parent(s) or legal guardian(s) before registering or subscribing to any product or service, or participating in any manner in the offerings of the Site.

If your children disclose information about themselves in our public discussion areas, they may get unsolicited messages from other parties. Accordingly, you should tell them not to do so. There are also commercially available tools to help you limit your children's exposure

# GenManga.com Services Agreement

## Agreement:

This "Agreement" is entered into between you and Gen Manga Entertainment, Inc. ("GM"), a New York Corporation. This Agreement governs your access, purchase and/or use of the fee-based (i.e., not offered for free) products and services offered by GM (collectively the "Services").

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCESS, PURCHASE AND/OR USE OF SERVICES.** You may print and keep a copy of this Agreement for your records.

You represent that you are at least 18 years old. If you are not 18 years old, you may not access, purchase or use the Services. If you agree to be bound by the terms of this Agreement, you should click on the "SUBSCRIBE" or "BUY NOW" button/link or other applicable Site button/link offered to access, purchase or use the Services. If you do not agree to be bound by the terms of this Agreement, you should not click "SUBSCRIBE" or "BUY NOW" button/link or other applicable button/link offered to access, purchase or use the Services, in which case you will not be able to access the applicable Services.

To the extent you have access to, purchase or are using a Service without having completed our registration and/or sales process or without clicking on the "SUBSCRIBE" or "BUY NOW" button/link or other applicable Site button/link offered to access, purchase or use the Services, you are hereby notified that your continued use of any Service is subject to many of the terms and conditions of this Agreement as explained below.

## **Privacy Policy and Terms of Use**

You hereby acknowledge that you have read the Privacy Policy and Terms of Use ("PPTU"), all of which are applicable to the Service (located in the left-hand column of this page). Furthermore, you understand and agree that the PPTU is hereby incorporated by reference into and made part of this Agreement and shall apply to your access, purchase and use of the Service.

## **Registration/Sales Process**

You agree to (i) provide accurate, current and complete

to material online.

If you're worried about your children's activities or their privacy on our sites, we encourage you to e-mail GM at [support@genmanga.com](mailto:support@genmanga.com).

## **Information We Collect**

### Non-Registered Users

Certain features, content and offerings on the Site may be made available to all users without registration. GM does not collect any personally identifiable information from you when you visit these areas of the Site.

### Registered Users and Subscribers

In order to access certain features, content or offerings of the Site, you may be required to be a registered Site user or a Site subscriber. When you register with or subscribe to the Site, we collect personally identifiable information from you that may include your name, email address, city, state and zip code, as well as other information, such as your gender, age, occupation, personal interests, credit card details and other information as GM may request.

### Collection of Personally Identifiable Information

GM generally collects personally identifiable information with your specific knowledge and consent. This information may sometimes be collected by third party service providers with whom GM may contract to host the website and/or to fulfill requests for features, content and offerings.

### Information From Third Party Sources

GM may on occasion combine information we receive online with information we have obtained through third party sources to enhance our ability to market those products or services that may be of interest to you.

### Web Site Usage Information

GM may automatically collect IP addresses and website usage information from you when you visit the Site. This information helps us evaluate how our users navigate and use our web site, including the number and frequency of visitors and subscribers to each web page, and the length of their visits.

## **Uses of Information**

GM may use personally identifiable information to provide you with the features, content and offerings you have requested. If you subscribe to a service, GM may use your e-mail address and/or postal mailing address to send you notices and/or content related to such subscription. GM might also send out special offers,

information about yourself as prompted by the respective Service registration and/or sales process, and (ii) to maintain and update your information to keep it accurate, current and complete. You may update your registration/sales information via the "My Account" page which is conveniently linked from the respective Service homepage.

As part of the registration/sales process, you may be offered an option to customize your personal username and password. GM may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive, as determined by GM in its sole discretion. This agreement is personal to you and you agree not to provide access to the Service to any third party. You are solely responsible for maintaining the confidentiality of your username and password and for any and all activities (including purchases) that are conducted through your account.

## **Fees and Renewals**

Current subscription rates and charges for the subscription-based Services you purchase are available on the subscription offer page for the respective Service. Payment of the applicable subscription fee and other applicable charges are due in advance or upon the commencement of the subscription period you select, as GM may determine. Subscription fees and other applicable charges will be billed automatically on an ongoing basis commencing at the beginning of your subscription period to the credit card account designated by you during the registration/sales process (or as subsequently changed). If you are participating in a free trial period, the applicable subscription fee and other applicable charges will be billed automatically to your credit card, unless you cancel your subscription before the end of the free trial period. ALL FEES AND CHARGES ARE NONREFUNDABLE.

Your subscription will continue and will renew automatically unless terminated by GM in accordance with this Agreement or unless you timely cancel your subscription before the relevant renewal period begins. THE APPROPRIATE MONTHLY, ANNUAL OR OTHER PERIODIC FEE AND OTHER APPLICABLE CHARGES FOR YOUR SUBSCRIPTION WILL BE BILLED AUTOMATICALLY AT THE BEGINNING OF EACH RENEWAL PERIOD TO THE CREDIT CARD ACCOUNT DESIGNATED BY YOU DURING THE REGISTRATION/SALES PROCESS (OR AS SUBSEQUENTLY CHANGED) UNLESS YOU CANCEL YOUR SUBSCRIPTION BEFORE THE RELEVANT RENEWAL PERIOD BEGINS. You hereby

service announcements from our site, our advertisers and/or our affiliates. GM may also use personally identifiable information collected from you for the following general purposes:

- to customize the advertising and content you see;
- to improve the design and content of our site;
- to contact you about special offers, products or services that may be of interest to you;
- for marketing and promotional purposes;
- to share with third parties who may choose to contact you about their own special offers, products or services; and
- to provide you with customer service.

### Information Sharing and Disclosure

GM will not sell, share or otherwise disclose any personally identifiable information about our current or former web site users to third party companies or individuals, except as permitted or legally judicious and/or required.

GM may share or disclose personally identifiable information about you to other companies or individuals when:

- we have your consent to share the information;
- we utilize third party service providers to provide features, content and offerings on our behalf (such as sending emails or processing credit cards), and ask these service providers to agree to maintain the confidentiality of your personally identifiable information and not to use your personally identifiable information for any reason except to carry out the purpose(s) for which we hired them;
- you have entered a promotion, sweepstakes or contest sponsored by a third party, in which case the information may be shared with that third party for their use in their discretion, including direct marketing (Note: some of our promotions, sweepstakes or contests will ask you at the time of entry whether you would like your personal information to be shared with the presenter and/or third party sponsor. Other promotions, sweepstakes or contests will not give you that option, and in that event, if you do not want your information to be shared, you should not enter the promotion, sweepstakes or contest);
- you have furnished us personally identifiable information with the intent that it be forwarded to a third party for use in connection with specified features, content or offerings you are electing to participate in (examples include, without

authorize GM to update the expiration date of your credit card if such date has passed in order to continue your Service uninterrupted, unless you notify us otherwise. You must cancel your subscription before it renews in order to avoid billing of subscription fees and applicable charges for the renewal term to your credit card.

You agree to pay all fees and other charges incurred in connection with your username and password (including applicable taxes) at the rates in effect when the charges were incurred. GM may change/institute fees or charges for access, purchase or use of the Services or any portion thereof upon advance notice. Any change to the fees or charges for use of the Service during your existing subscription period will become effective at the beginning of the first renewal period following notice of such change. **YOU HEREBY AGREE TO ACCEPT NOTICES OF ANY CHANGE OF FEES OR CHARGES BY THE POSTING OF SUCH INFORMATION ON THE SERVICE OR BY EMAIL, AS DETERMINED BY GM IN ITS SOLE DISCRETION.**

GM shall have the right, immediately upon demand, to recover from you all amounts incurred by GM in connection with collecting overdue amounts, including, but not limited to reasonable costs, expenses, attorney's fees & disbursements.

GM may offer promotions and discounts relating to the Service ("Promotions") from time to time. Promotions may not be combined and may not be re-used by the same individual and are limited to individuals who are first-time subscribers to the Service only. GM may modify or discontinue Promotions at any time and for any reason, as it may decide in its sole discretion.

You are responsible for any fees or other charges incurred to access or use the Service through an Internet access provider or other third-party service.

### Exceptions for Various Types of Subscribers;

**Other Users.** If your access or purchase or use of the Service is provided by, or through a third party, or if you purchased the Service through a retailer rather than from us directly, some or all of the terms in the section titled "Fees and Renewals" above may not apply to you. Please contact the third party, retailer or our customer service department for details. If you access or use the Service as part of an "open house" free trial or otherwise without going through our registration or sales process, you are hereby notified that all of the terms and conditions of this Agreement except the terms in the section titled "Fees and Renewals" above

limitation, e-commerce partners, services to help third parties locate you online, etc.);

- we have reason to believe that someone may be causing injury to someone or interfering with our rights or the rights of our users, or general public, or using our services in violation of a legal or personal right;
- the entity to whom the information is disclosed is an affiliate or subsidiary of GM;
- we need to protect our legal rights (for example, if we are trying to collect money you owe us or we are trying to enforce our PPTU or other agreement with you);
- we must comply with applicable laws, regulations, or legal or regulatory process; or
- in connection with a sale, merger, transfer, exchange, or other disposition (whether of assets, stock, or otherwise) of all or a portion of the GM business.

We may also from time to time make our customer lists available for direct marketing purposes to other entities that are affiliated with us. If you would like to be removed from those lists, contact us at [support@genmanga.com](mailto:support@genmanga.com).

### **California and Canadian Users**

California and Canadian residents have the right to know how their information may be shared with third parties who engage in direct marketing activities and this policy explains our practices and how you can opt out of having your information shared for such purposes. From time to time we may make our customer lists available to companies that sell goods and services we believe would be of interest. Customers have the option of having their names and identifying information removed from those lists (subject to certain exceptions and limitations in applicable laws) by contacting us at [support@genmanga.com](mailto:support@genmanga.com).

### **Aggregate Information**

Aggregate information is information that we (or third party service providers on our behalf) may use cookies to collect about Site users on an anonymous basis. We may share aggregate demographic and usage information with our prospective and actual business partners, affiliates, advertisers and other third parties for any business purpose.

### **Other Information and/or Content You May Provide**

In addition, we may use information you provide us through emails, Q & A, blogs, forums, in response to polls, or through any other user-generated submission for

apply to your use and access of the Service.

### **Cancellations and Changes of Subscriptions**

You may cancel your ongoing subscription-based Service through your the My Account page which is conveniently linked from Service homepage. Your cancellation request will be effective at the end of your current subscription period. ALL FEES AND CHARGES ARE NONREFUNDABLE. If applicable, you may change your designated subscription plan during a subscription period through the My Account page which is conveniently linked from Service homepage. Changes to your subscription plan may result in additional fees or other charges being charged to you or extending your current subscription period. Refunds and reimbursements will not be granted.

GM reserves the right, upon prior notice and subsequent reimbursement for any whole months remaining on current subscription periods, to terminate this Agreement and your access to the Service for any reason without cause.

**Changes to Subscriber Agreement.** We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically. The changes also will appear in this document, which you can access at any time by going to the homepage of the Service. You hereby signify that you agree to be bound by such changes by using a Service after changes are made to this Agreement.

editorial purposes, and may use your name and any stories you provide us in articles published online and off line. Please be advised that any such submissions (1) become the property of GM and may be used by GM for any lawful purpose or to the extent, for any reason, such submissions do not become the property of GM, (2) you hereby grant GM a perpetual, royalty-free irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell any such submissions and derived work.

In addition, without limiting the foregoing, if you provide us with personal anecdotes, they may be attributed to you. GM may edit, rewrite, use, and reuse the content, including your name, likeness, photograph, and biographical information you provide, in any way and any media whether now known or invented in the future, with or without attribution, including publication off line, and in trade media, marketing and advertising. You agree that any content you send us will not violate any rights of any third party and that you will only send us content for which you own the rights.

## **Cookies**

GM (or third party service providers on our behalf) may set and access cookies on your computer. A cookie is a small amount of data (often including a unique identifier), that is sent to your browser from a web site's computers and stored on your computer's hard drive. GM uses cookies to understand site usage and to improve the features, content and offerings on the Site. For example, we may use cookies to identify you as a registered user, a subscriber, personalize your experience at our site, save your password in password-protected areas, gather research for marketing and advertising purposes, and display relevant content, products, services and advertising.

To the extent that GM utilizes third party service providers to set and access cookies on the computer of our web site users on behalf of GM, GM asks such service providers to agree to maintain the anonymity of the information collected and not to use such information for any reason except to carry out the purpose(s) for which we hired them. GM's cookies may contain personally identifiable information and such cookies may be shared with others as permitted by this PPTU.

We may use reputable third parties to present or serve some or all of the advertisements on the Site. These third party network advertisers may set and access their own cookies on your computer. We do not have control

over cookies placed by advertisers. The use of cookies by third parties is subject to such third party's own privacy policies. For more information on the collection of information by third party network advertisers or to opt-out of targeted advertising delivered by such advertisers [click here](#). By registering for Network Advertising Initiative's (NAI) Opt-out tool via the above link you will be subject to NAI's separate terms and conditions.

Most browsers are initially set up to accept cookies. If you do not want information collected through the use of cookies, there is an option in most browsers that allows the user not to accept cookies. However, if you set your browser to refuse cookies, you may not be able to take advantage of certain features offered through our web site and some portions of our site may not function efficiently.

### **Web Beacons**

We may use web beacons (invisible images often referred to as pixel tags or clear GIFs), which may also be provided by our third party advertising company, on our site in order to help manage our online advertising and to recognize users' cookies and assess traffic patterns. We may include web beacons in our e-mail messages including newsletters in order to count how many e-mail messages have been opened. GM and our advertising company may also use web beacons to note which web pages you visit after viewing our ads. The information that is collected through the use of these images is not personally identifiable and is used only to track responses to our advertising efforts.

### **IP Addresses**

Your Internet Protocol ("IP") address is usually associated with the place from which you enter the Internet, like your Internet Service Provider, your company or your university. Our server may also record the referring page that linked you to us (e.g., another web site or a search engine); the pages you visit on our sites, the web site you visit after the Site; the ads you see; the ads you click on; other information about the type of web browser, computer, platform, related software and settings you are using; any search terms you have entered on the Site or a referral site; and other web usage activity and data logged by our web servers. We may use your IP address to help diagnose problems with our servers, gather broad demographic information, and administer our website. We may also link this information with your personal information when we feel that it is necessary to enforce compliance with our rules and policies or terms of service or to protect our sites, customers or others.

## **Wireless Addresses**

If the email address you provide to us is a wireless email address, you agree to receive messages at such address from GM, entities affiliated with GM (unless and until you have elected not to receive such messages by notifying us at [support@genmanga.com](mailto:support@genmanga.com)). You understand that your wireless carrier's standard rates apply to these messages. You represent that you are the owner or authorized user of the wireless device on which messages will be received, and that you are authorized to approve the applicable charges.

## **Short Message Service and Wireless Internet**

We may make available services through which you can receive messages on your phone or wireless device via short message service ("SMS Service") or wireless internet ("WAP Services"). We may also make available content and versions of our web sites available via WAP and mobile phone service. If you subscribe to one of our SMS, WAP or mobile services, you thereby agree to receive such service at the address you provide for such purposes. Such messages may come from GM or from third parties who we believe may have goods or services of interest to you (unless you have elected not to receive such messages at the time you subscribe). Our wireless carriers and providers are not responsible for the content of our wireless services or any of the messages you may receive from us.

You understand that your wireless carrier's standard rates apply to these messages, and that you may opt-out of receiving them by notifying us at [support@genmanga.com](mailto:support@genmanga.com). You represent that you are the owner or authorized user of the wireless device you use to sign up for the SMS, WAP or mobile service, and that you are authorized to approve the applicable charges. To use the SMS, WAP or mobile service, you must reside in the United States. You must register and provide all required personal information, which may include, for example, your name, SMS, WAP or mobile address, wireless carrier and, if fees are applicable to the SMS, WAP or mobile service you subscribe to, billing information (either your credit card information or mobile service carrier information if applicable fees will be billed through your carrier). We may also obtain the date, time and content of your messages in the course of your use of the SMS, WAP or mobile service. We will use the information we obtain in connection with these services in accordance with this PPTU. If fees are charged to your wireless account invoice, we may provide your carrier with your applicable information in connection herewith. Your wireless carrier and other service

providers may also collect data about your wireless device usage, and their practices are governed by their own policies.

You acknowledge and agree that the SMS, WAP and mobile services are provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of such services will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the services. We may also access the content of your account and wireless account with your carrier for the purpose of identifying and resolving technical problems and service-related complaints.

By signing up for any SMS, WAP or mobile service, you consent to receiving, from time to time, further messages which may include news, promotions and offers from us, our affiliates and partners, and unless and until you have opted-out of these activities by notifying us at [support@genmanga.com](mailto:support@genmanga.com). Please follow the instructions provided by you by third parties to unsubscribe from their messages.

## **Security**

Your GenManga.com registration information is password-protected for your privacy and security. The personally identifiable information we collect about you is stored in limited access servers. We maintain (directly and/or through our agents) physical, electronic and procedural security safeguards to protect your personally identifiable information.

GM does not represent or warrant the security of personally identifiable information, and shall have no liability if such security is compromised. In the unlikely event that security of your personally identifiable information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we would endeavor to do so as promptly as possible under the circumstances, and, to the extent that we have your e-mail address, we may notify you by e-mail.

## **Review and Correction**

GM offers registered users the online ability to correct or update information that we have collected during the registration process. This can be done by visiting the "My Account" section of GenManga.com conveniently linked from the Site's home page.



## **Transfer to U.S.**

If you are located outside of the United States, please note that the information you provide to us will be transferred to the United States. By registering with or subscribing to the Site, you consent to this transfer. You also consent to the adjudication of any disputes arising in connection with the Site in the federal and state courts of, and in accordance with the laws of, the state of New York.

## **Data Retention**

We retain your information for as long as necessary to permit us to use it for the purposes that we have communicated to you and comply with applicable laws or regulations.

## **Changes to PPTU and Notice**

GM may change this policy from time to time without prior notice.

YOU HEREBY AGREE TO ACCEPT NOTICES OF ANY CHANGE MADE TO THIS PPTU AND ANY APPLICABLE PERIODIC NOTICES REGARDING THIS PPTU BY THE POSTING OF SUCH PPTU ON THE GM SITE.

## **ADDITIONAL TERMS OF USE**

BY ACCESSING AND USING THE GM SITE, YOU ARE AGREEING TO BE LEGALLY BOUND BY THESE TERMS OF USE.

By accessing or using the Site, you are representing to GM that you are at least 18 years old (or the minimum legal age required by the jurisdiction in which you are viewing the Site). You may not use the Site for any unlawful purpose. GM may change any terms or conditions of the PPTU at any time without notice. The changes will appear in these PPTU, and your use of the Site after any changes have been posted will constitute your agreement to the modified PPTU. Therefore, you should read these PPTU each time you access the Site. You may print a copy of these PPTU for your reference. You understand and agree that GM may discontinue or change the Site at any time, without notice. You also understand and agree that GM may discontinue or restrict your use of the Site for any reason without notice.

## **Termination and Web Site Modification**

GM may change the Site, including eliminating or

discontinuing any content, offering, or feature of the Site, at any time and in its sole discretion. GM may also terminate your access to and use of the Site or any portion thereof, immediately, in the event GM determines, in its sole discretion, that you have breached any of the terms and conditions of this PPTU Agreement or any applicable laws, rules or regulations, or at any time for any reason without cause.

### **Copyright and Limitations on Use**

The content displayed on the Site (the "Content") is the property of GM or its licensors and is protected by copyright and other intellectual property laws. For the avoidance of doubt, the Content includes (without limitation) stories, sounds, music, videos, photographs, graphics, illustrations and other items displayed on the Site. The Site and the Content may only be used for your personal noncommercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the Content to anyone, including, but not limited to, posting/uploading it to other websites or forwarding it to others online or offline, without the express prior written consent of GM

**The Site may include facts, stories, views, opinions, images, photographs, graphic representations, and recommendations from individuals, entities and organizations around the world which are deemed of interest by GM. GM and its Content licensors do not guarantee or warrant the accuracy, completeness or timeliness of, or otherwise endorse such facts, stories, views, opinions, graphic representations, and recommendations or advocate that the same embody a view point or a state of mind, that is supported or shared by, GM or its Content licensors.**

### **Site Security**

You may not violate or attempt to violate the security of the Site, including by, without limitation (a) accessing data not intended for you or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, conducting "denial of service attacks", "flooding", "spamming", "mail bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (f) attempting to decipher, decompile, disassemble or

reverse engineer any of the software comprising or in any way making up a part of the Site. Violations of system or network security may result in civil or criminal liability. GM will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

### **Disclaimer or Warranties and Liability**

Due to the number of sources from which Content in the Site is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such Content and the Site.

THE GM SITE, THE FEATURES, CONTENT AND OFFERINGS CONTAINED ON OR AVAILABLE OR PURCHASED OR ACCESSED BY WAY OF THE GM SITE ARE PROVIDED "AS IS," "AS AVAILABLE" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, GM AND, IF ANY, ITS PARENT COMPANIES, SUBSIDIARY COMPANIES, PARTNERS, AFFILIATES, AGENTS AND LICENSORS ("GM PARTIES") DO NOT WARRANT AND SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF THE ACCURACY, COMPLETENESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FEATURES, CONTENT AND OFFERINGS CONTAINED ON OR AVAILABLE OR PURCHASED OR ACCESSED BY WAY OF THE GM SITE. THE GM PARTIES DO NOT WARRANT THAT YOUR USE OF THE GM SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE GM SITE OR THE SERVERS ON WHICH THE GM SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE GM SITE AND YOUR RELIANCE THEREON. EXCEPT THE GM PARTIES SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY (OTHER THAN DEATH OR PERSONAL INJURY THAT IS PROXIMATELY CAUSED DIRECTLY & SOLELY FROM YOUR USE OF THE GM SITE) CAUSED IN WHOLE OR PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, CONVEYING OR DELIVERING THE GM SITE AND

ANY FEATURES, CONTENT AND OFFERINGS CONTAINED ON OR AVAILABLE OR PURCHASED OR ACCESSED BY WAY OF THE GM SITE. IN NO EVENT WILL THE GM PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON OR IN CONNECTION WITH SUCH FEATURES, CONTENT AND OFFERINGS OR THE GM SITE. THE GM PARTIES SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR THE FEATURES, CONTENT AND OFFERINGS CONTAINED ON OR AVAILABLE OR PURCHASED OR ACCESSED BY WAY OF THE GM SITE.

NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, THE GM PARTIES' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE, SHALL BE LIMITED, IN THE AGGREGATE, TO THE AMOUNT PAID BY YOU TO GM FOR THE APPLICABLE SUBSCRIPTION FEE WITHIN THE ONE YEAR PRECEDING THE EVENT (OR LAST IN A SERIES OF EVENTS) WHICH GAVE RISE TO THE CLAIM. ALL CLAIMS FOR DAMAGES MUST BE ASSERTED WITHIN ONE (1) YEAR OF THE EVENT (OR LAST IN A SERIES OF EVENTS) TO WHICH THEY RELATE OR BE FOREVER BARRED.

Because some states or jurisdictions do not allow the exclusion or limitation of liability for damages or the exclusion of certain types of warranties, parts or all of the above limitation may not apply to you. If any applicable authority holds any portion of this section to be unenforceable, then the GM Parties' liability will be limited to the fullest possible extent permitted by applicable law.

### **Indemnification**

You agree to indemnify and hold the GM Parties, and their respective officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to your violation of the terms and conditions of

this Agreement or your infringement of any intellectual property or other right of any person or entity.

### **Forums, Chat Rooms, Blogs, Videos and Other User Generated Postings; Social Networking**

If you elect to post material to any blogs, forums, participate in our social networking channels or other community boards (collectively referred to as the "Forums") that may be offered on the Site, or if you elect to upload any materials, you will be solely responsible for all content, messages, text, files, images, graphics, photos, audio clips, sounds, video or other materials (the "Postings"). You agree and warrant that any Postings you post to the sites will be true and accurate, will not defame any person or invade any person's privacy, and will not infringe the proprietary rights of any person. You agree not to furnish any Postings to which you do not own the rights. The Forums, if any, are a free service provided to users of GM. By submitting a Posting in the Forums, you agree such activities are subject to this PPTU. If you do not want to be bound by these terms, then do not visit the Site or use the Forums. GM has the right to discontinue any Forum at any time with or without notice for any reason whatsoever, without any obligation to save, store or preserve any aspect of the Forums or Postings.

You agree to be fully responsible for your own Postings and agree to access and use the Forums at your own risk on an as-is basis. GM cannot and does not guarantee that it will post display or continue to display Posting you or other users submit to the Forum. Also, GM reserves the right to edit or abridge Postings for any reason and to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any Posting, in whole or in part, in GM's sole discretion.

You also acknowledge that visitors to the Site may post comments about your Postings which may be derogatory, and that GM has no obligation to monitor or delete any such Postings.

Please be aware that GM does not and cannot monitor all of the Postings made to the Site, and therefore GM will not be responsible for the content of any Postings. GM has no obligation to verify the accuracy of any personally indentifying information that is posted to the Site. However, GM does reserve the right to delete or edit any material in any Posting that is obscene, harassing, offensive or otherwise objectionable and not in keeping with the community standards of the Site. If GM elects to edit any Postings, it nonetheless assumes

no responsibility for the content of the Postings. Under no circumstances will GM be liable for any inaccuracy or defect in any Postings. We also expect our users to adhere to certain rules of the road. Therefore, you agree not to post, email, or otherwise make available Postings:

- that are unlawful, harmful, threatening, abusive, harassing, defamatory, pornographic, libelous, or invasive of another's privacy, or harmful to minors in any way;
- that harass, degrade, intimidate or are hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- that include personal or identifying information about another person without that person's explicit consent. ;
- that are false, deceptive, misleading, deceitful, misinformative, constitute "bait and switch" or impersonation of any person or entity;
- that contain your own or a third party's advertising, branding or promotional content ;
- that infringe any proprietary rights, including copyright, of any party, or Postings that you do not have a right to make available;
- that restrict or inhibit any other user from using and enjoying the Site or the GM products or services offered on them;
- that do not relate to the subject matter of the Forum;
- that contain viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of another's computer;
- that advertise or promote any goods or services in the Forums. This includes, among other things, "junk mail", "spam", "chain letters", and "pyramid schemes;"
- that conduct contests or distribute chain letters through the Forums; or
- that violate any applicable local, state, national or international law in connection with your use of the Forums. This includes, among other things, any securities law or regulation.

By submitting a Posting in a Forum, you are granting GM a perpetual, royalty-free irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell any such Postings. By furnishing Postings, and without limiting the foregoing, you give GM the right to use such Postings in any manner whatsoever and in any media now known or hereafter invented, including, without limitation, the right to combine your Postings with Postings of third parties in varied combinations.

You agree to indemnify and hold GM and its affiliates and their respective, officers, directors and employees harmless from any claims, damages, losses or costs (including reasonable attorney's fees) that arise out of any of your Postings and any material contained therein.

What to do if you believe a Posting violates these Terms of Use: If you believe that a Posting in a Forum violates these Terms of Use, we encourage you to contact GM by sending an email using [support@genmanga.com](mailto:support@genmanga.com) that identifies the applicable Posting and the screen identity of the person who made the Posting. GM cannot guarantee that any action will be taken as a result of your email.

Because GM does not monitor the Postings, you agree to use and rely on them at your own risk. GM cannot and does not make any representation or warranty about the material contained in the Postings. GM likewise assumes no responsibility for any contact you may have with other users of our sites, either online or offline. If you elect to meet in person with someone you may meet on the Site, you do so at your own risk, and under no circumstances will GM be liable for any activity or injury that may occur.

### **Links to Third Party Sites**

The Site contains hyperlinks to web sites operated by persons other than GM. Such hyperlinks are provided for your reference and convenience only. You agree not to hold GM responsible for the content or operation of such web sites. A hyperlink from the Site to another web site does not imply or mean that GM endorses, supports, agrees or verifies any of the content on the other web site or the operator or operations of that site. You are solely responsible for determining the extent to which you may use any content at any other web sites to which you might link from the Site.

If you wish to make purchases from an area of the Site which is co-branded with an affiliate of GM (a "Co-Branded Site"), you are hereby given notice that such area may be operated by a person or entity other than GM. In the event of a purchase via a Co-Branded Site not operated by GM, you will be asked by such affiliate or its agent to supply certain information, including credit card, debit card, or other payment mechanism information. You agree not to hold GM liable for any loss or damage of any sort incurred as a result of any such dealings with any Co-Branded Site or merchant or operator of the Co-Branded Site or other person from whom you are making the purchase. You agree that all information you provide in connection with such purchase will be accurate, complete and current. You

agree to pay all charges incurred by users of your credit card, debit card, or other payment mechanism at the prices in effect when such charges are incurred. You also will pay any applicable taxes, if any, relating to any purchases you make. Each Co-Branded Site will be governed by its own privacy policy and will contain a description of such privacy policy regarding any personal identifying information you may be required to disclose as part of the purchase.

## **Trademarks**

The "GEN," "GEN MANGA," "GENMANGA.COM" and "GEN MANGA ENTERTAINMENT" names, trade names, trademarks and logos, and all related product and service names, design marks and slogans as well as the layout and "look and feel" of the Site (collectively, the "GM Marks") are the trademarks, service marks or registered trademarks of GM or its affiliates. The GM Marks may not be used in any manner without the prior written consent of GM.

All other products and service marks contained on the Site are the trademarks of their respective owners. Reference to any products, services, processes, hypertext links to third parties, or other information related to a third party does not necessarily constitute or imply the endorsement, sponsorship or recommendation by GM. Any third party product and/or service information referenced on the Site or provided by those parties are the sole responsibility of each such third party, respectively.

## **Copyright Infringement**

In accordance with the provisions of the Digital Millennium Copyright Act, 17 USC sec. 512, the Site have designated an agent to receive notices of claims of copyright infringement: Gen Manga Entertainment, Inc., Attn: Legal Counsel, 250 Park Avenue, Suite 7002, New York, New York, 10177, telephone: 646-535-0090; fax: 212-572-6499; Email: [dmca@genmanga.com](mailto:dmca@genmanga.com). If you believe your copyright has been infringed, you may provide us with notice. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 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;
- Identification of the Content 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 Content;

- Information reasonably sufficient to permit us to contact you, including an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the Content in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 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.

We may give notice to our users that we have received a notice of infringement by means of a general notice on our sites, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature
- Identification of the Content that has been removed or to which access has been disabled, and the location at which the Content appeared before it was removed or access to it was disabled
- A statement from you under the penalty of perjury, that you have a good faith belief that the Content was removed or disabled as a result of a mistake or misidentification of the Content to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for the judicial district in which our offices are located, and that you will accept service of process from the person who provided notification of allegedly infringing Content or an agent of such person.

We reserve the right to terminate access to our sites of any user who GM believes in its sole discretion infringes the proprietary rights of any third party.

## **International Users**

The Site are solely directed to individuals residing in the United States. GM makes no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so at their own risk, and are responsible for compliance with all applicable local rules, laws & regulations. If you are outside the United States, you understand and agree that should you provide GM any information about yourself, you are consenting to the transfer of that information to the United States.

## **Miscellaneous Legal Terms**

This Agreement contains the final and entire agreement between us regarding your access or use of the Site and/or Services and supersedes all previous, and contemporaneous, oral or written agreements regarding your use of the Site. We may discontinue or change the Site, or its availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. GM may sell, assign, transfer, or delegate any right or duty hereunder to any party without notice. No third party is a beneficiary of this Agreement. If any provision of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such provision in other circumstances, shall not be affected thereby, and each provision shall be valid and enforced to the fullest extent permitted by law. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of New York, United States of America applicable to contracts made entirely within New York and wholly performed in New York, without regard to any conflict or choice of law principles. All disputes under this Agreement shall be resolved by litigation in the courts of the State of New York including the federal courts therein and the parties all consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

This policy was last updated on June 23, 2011.