

# **TERMS AND CONDITIONS**

(The "SamboFusion.com" Website) and any other features, content, or applications offered from time to time by Sambofusion.com in connection with the Sambofusion.com Website (collectively, the "Sambofusion Services"). The Sambofusion.com Services are hosted in the U.S.

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the Sambofusion.com Services. By using the Sambofusion.com Services, you agree to be bound by this Agreement. The term "User" refers to those persons who register to utilize our services. You are only authorized to use the Sambofusion.com Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Sambofusion.com Website and discontinue use of the Sambofusion.com Services immediately. You must read this Agreement and indicate your acceptance during the Registration process.

This Agreement includes Sambofusion.com's policy for acceptable use of the Sambofusion.com Services and your rights, obligations and restrictions regarding your use of the Sambofusion.com Services and Sambofusion.com's Privacy Policy. In order to participate in certain Sambofusion.com Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the Sambofusion.com Services in which you choose to participate, those additional terms are hereby incorporated into this Agreement.

Sambofusion.com may modify this Agreement from time to time and such modification shall be effective upon posting by Sambofusion.com on the Sambofusion.com Website. You agree to be bound to any changes to this Agreement when you use the Sambofusion.com Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Sambofusion.com reserves the right, in its sole discretion, to terminate your

access to all or any part of the Sambofusion.com Services at any time, for any or no reason, with or without prior notice, and without liability.

**Eligibility** - Use of Sambofusion.com Services is void where prohibited. Children are not eligible to use our services, and we ask that minors (under the age of 18) not submit any personal information to us. By using the Sambofusion.com Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the Sambofusion.com Services does not violate any applicable law or regulation. As per the Children's Online Privacy Protection Act, any information we receive from people we believe to be under the age of 18 will be purged from our database, and you hereby acknowledge that your postings may be deleted and your Membership may be terminated without warning, if we believe that you are under the age of 18.

**Fees** - You acknowledge that Sambofusion.com reserves the right to charge for the Sambofusion.com Services (If such fee (if any) is disclosed on the order form page of the Sambofusion.com Website) and to change its disclosed fees from time to time in its discretion.

**Charges** (If disclosed on the order form page of the Sambofusion.com Website).

#### 1. General.

Sambofusion.com bills you through an online account (your "PayPal") for use of the Service. You agree to pay Sambofusion.com all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize Sambofusion.com to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. Sambofusion.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

#### 2. Payment Method.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution,

credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If Sambofusion.com does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your Billing Account upon demand.

### 3. Free Trials and Other Promotions.

Any free trial or other promotion that provides subscriber-level access to the Service must be used within the specified time of the trial.

**Non-commercial Use by Members** - The Sambofusion.com Services are for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Sambofusion.com. Appropriate legal action will be taken for any illegal or unauthorized use of the Sambofusion.com Services.

**Copyright Policy** - You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to Sambofusion.com. You agree not to access Sambofusion.com content through any technology or means other than the video playback pages of the Website itself, the Sambofusion.com Embeddable Player, or other explicitly authorized means Sambofusion.com may designate. You are hereby granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Sambofusion.com so long as the link does not portray any false, misleading, derogatory, or otherwise offensive matter.

**Privacy** - Use of the Sambofusion.com Services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.

**Disclaimers** - Inclusion of any linked website on the Sambofusion.com Services does not imply approval or endorsement of the linked website by Sambofusion.com. When you access these third-party sites, you do so at your own risk. Sambofusion.com takes no responsibility for third party advertisements, which are posted on this Sambofusion.com Website or through the Sambofusion.com Services, nor does it take any responsibility for the goods or services provided by its advertisers. Sambofusion.com is not responsible for the conduct, whether online or offline, of any User of the Sambofusion.com Services. Sambofusion.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or

transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User communication. Sambofusion.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Sambofusion.com Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Sambofusion.com Services. Under no circumstances shall Sambofusion.com be responsible for any loss or damage, including personal injury or death, resulting from use of the Sambofusion.com Services, attendance at a Sambofusion.com event, from any Content posted on or through the Sambofusion.com Services, or from the conduct of any Users of the Sambofusion.com Services, whether online or offline. The Sambofusion.com Services are provided "AS-IS" and as available and Sambofusion.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. You understand that this is NOT intended to provide medical advice and that the results provided to you by Sambofusion.com are for entertainment purposes only. Sambofusion.com cannot guarantee and does not promise any specific results from use of the Sambofusion.com Services.

**Limitation on Liability** - IN NO EVENT SHALL Sambofusion.com BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF Sambofusion.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Sambofusion.com LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO Sambofusion.com FOR THE Sambofusion.com DURING THE TERM OF MEMBERSHIP.

**U.S. Export Controls** - Software available in connection with the Sambofusion.com Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Sambofusion.com Services or otherwise exported or re-exported in violation

of U.S. export laws. Downloading or using the Software is at your sole risk.

**Binding Arbitration** - If there is any dispute about or involving the Sambofusion.com Services, you agree that all such disputes will be arbitrated according to the rules of the American Arbitration Association in New York, NY, including any dispute about the scope of this arbitration agreement, and including all questions about the types of disputes that are subject to this arbitration agreement, all of which you agree will be decided by the arbitrators, it being your intent that this arbitration agreement be broadly construed, and that the decision of the arbitrators will be final. Any issue concerning the extent to which a dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability this agreement, including any contention that all or part of this agreement is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. Further, you agree that in that arbitration there will be no depositions taken, and all other forms of discovery of facts will be limited to those things the arbitrators determine, in their sole discretion, to be necessary. Further, in that arbitration, (i) there shall be no award of punitive, exemplary, incidental, or consequential or other special damages, (ii) all damages claims and awards will be governed by the laws of the state of New York, and (iii) the parties will conduct the arbitration confidentially and expeditiously and will pay their own costs and expenses of arbitration, including their own attorney fees. If you are unable to afford the fee of the American Arbitration Association, you agree to notify all persons against whom you have an arbitrable claim and give them the opportunity individually and as a group to pay such fee. The proceeding and the decision shall be kept confidential by the parties. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any claim.

**Indemnity** - You agree to indemnify and hold Sambofusion.com, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Sambofusion.com Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your

representations and warranties set forth above and/or if any Content that you post on the Sambofusion.com Website or through the Sambofusion.com Services causes Sambofusion.com to be liable to another.

**Return / Cancellation Policy** - All sales are final. If you wish to cancel your membership, contact Vladislav Koulikov. Cancellation will be processed immediately.

**Other** - This Agreement is accepted upon your use of the Sambofusion.com Website or any of the Sambofusion.com Services and is further affirmed by you becoming a User. This Agreement constitutes the entire agreement between you and Sambofusion.com regarding the use of the Sambofusion.com Services. The failure of Sambofusion.com to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Sambofusion.com is a trademark of Sambofusion.com, Inc. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Please contact us with any question regarding this Agreement.