

Terms & Conditions  
Addyteen.com  
Terms of Service Agreement

1. Introduction

Welcome to AddyTeen's internet site (hereinafter, "AddyTeen" "us" or "we").

Please read these Terms of Service carefully before using this site. By using this site, you signify your agreement to these terms. If you do not agree to all these terms of service, do not use this site.

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of service at any time. Your continued usage of the AddyTeen site (hereinafter, "the Sites," or "Sites") shall indicate your acceptance of the modified agreement.

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2. Limited Use of Content and Services

AddyTeen grant to you a limited personal, non-transferable right to access the content and services on our sites for your personal and non-commercial use only. AddyTeen's Services shall contain, without limitation, email services, bulletin and message boards, chat areas, news items, forums, and various other message communication applications.

You may not use the AddyTeen or site for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

The AddyTeen Content is protected by copyright under both United States and foreign laws. Copyright to the Content remains with AddyTeen, or their licensors. All trademarks, service marks, trade names, and trade dress are proprietary to us and/or our

licensors or licensees. Any use of the Content not expressly permitted by these Terms of Service may violate copyright, trademark, and other laws. All rights not expressly granted herein are reserved to AddyTeen, and their licensors.

No information, content or material from the AddyTeen or sites may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that AddyTeen or authorizes you to view or download a single copy of the material on the AddyTeen or sites to one personal computer solely for your personal, noncommercial use provided that you (a) include the following copyright notice: "Copyright (c) 1998 - 2011 AddyTeen. All rights reserved" and other copyright and proprietary rights notices that are contained in the Content, (b) make no modifications to the information, content or materials, (c) do not use the information, content or materials in a manner that suggests an association with any of our products, services or brands. The use of any information, content or materials on the AddyTeen site on any other Web site or computer environment is prohibited.

### 3. AddyTeen Do Not Offer Medical Advice

The AddyTeen sites offer content for informational purposes only. The content on the AddyTeen sites is not a substitute for, nor does it replace professional medical advice, diagnosis, or treatment. Always consult with a physician or other healthcare professional if you have any concerns about your health or that of your child.

Do not disregard, avoid, or delay obtaining medical or health advice from your health-care professional because of something you may have read on this site. If you think you may have a medical emergency, call your doctor or 911 immediately. AddyTeen do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by AddyTeen, AddyTeen's employees, others appearing on the Site at the invitation of AddyTeen, or other visitors to the Site is solely at your own risk.

Nothing stated or posted on this site or available through any services are intended to be, and must not be taken to be, the practice of medical or counseling care. This site is continually under development and we makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose in that regards. There is no assurance that the information in this site will always include the most recent findings or developments.

### 4. Disclaimer of Warranties

The information, content, and materials on the AddyTeen sites are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible under applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties or merchantability, fitness for a particular purpose and noninfringement. We do not warrant that the functions contained in the information, content, and materials on the AddyTeen or sites (including without

limitation, user-generated content) will be uninterrupted or error-free, that defects will be corrected, or that the AddyTeen or Sites or the servers that make such information, content and materials available are free of viruses or other harmful components. AddyTeen does not guarantee the accuracy, reliability, completeness, currentness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the AddyTeen or Sites. AddyTeen does not warrant or guarantee the satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the AddyTeen or sites.

We do not warrant or make any representations regarding the use or the results of the use of any information, content, materials, products or services contained or offered, made available through, or otherwise related in any way to the AddyTeen or sites, including, without limitation, user-generated content, or any third party sites or services linked to from the AddyTeen or sites in terms of their correctness, accuracy, completeness, reliability, safety or otherwise.

We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the AddyTeen or sites or third-party information, content or materials on our site (including, without limitation, User-Generated Content contained in Public Forums). We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any third-party site. We do not make any representations or warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third party.

You hereby irrevocably waive any claim against us with respect to information, content and materials contained on our sites (including, without limitation, User-Generated Content), on third party sites, and any information, content and materials you provide to such third party sites (including, without limitation, credit card and other personal information). We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

## 5. Message Boards, Public Forums and User Generated Content

AddyTeen host message boards, forums, and other public areas including, without limitation, a chat area, social community environment, profile pages, conversations, e-mail functions. You acknowledge that anything you submit to an AddyTeen or site may be routed through our servers, the servers of one or more third parties on our behalf and the Internet, and may be viewed on the Internet by the general public and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that Message Boards and features offered therein are for public and not private communications. Please keep in mind that whenever you give out personal information online, through any media, including without limitation, a Public Forum, that

information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

AddyTeen expressly disclaim all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of WE or any of its subsidiaries or affiliates.

The opinions expressed in User-generated content areas like communities, reviews, ratings, or blogs are solely those of the User, who may or may not have medical or scientific training. These opinions do not represent the opinions of the Sites. User-generated content areas are not reviewed by an AddyTeen physician or any member of the AddyTeen or editorial staff for accuracy, balance, objectivity, or any other reason except for compliance with our Terms and Conditions. Some of these opinions may contain information about treatment or uses of drug products that have not been approved by the U.S. Food and Drug Administration. The Sites do not endorse any specific product, service, or treatment.

We cannot be responsible for the accuracy of any User-Generated Content contained in a Public Forum, and we shall not be responsible for any decisions made or actions taken or not taken based on such information or content. You are and shall remain solely responsible for the User-Generated Content submitted and/or posted under your username or otherwise by you in any public area, such as an Message Board or community Ask the Expert posting or other member communities forum and for the consequences of submitting these communications, and your reliance on any communications found in public areas. You acknowledge that the use of User-Generated Content posted in any Public Forum is at your own risk.

Do not consider User-generated content as medical advice. Never delay or disregard seeking professional medical advice from your doctor or other qualified healthcare provider because of something you have read on AddyTeen. You should always speak with your doctor before you start, stop, or change any prescribed part of your care plan or treatment. If you think you may have a medical emergency, call your doctor or dial 911 immediately.

AddyTeen reserve the right to screen, refuse to post, remove or edit User-Generated Content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any Public Forum. AddyTeen further reserve the right to terminate a user's access to any or all Public Forums upon any breach of these Terms of Use, to record the dialogue in public chat rooms, to investigate any allegations that a communication does not conform to the terms

of this section. If we elect to screen User-Generated Content, there may be a delay in the posting of such content in a Public Forum to allow for a review process. If we have questions about your User-Generated Content including, without limitation, the copyright, we may contact you for further information including, for example, to verify that you own the copyright or otherwise obtained permission to post the material.

Your ability to access and browse User-Generated Content within a Public Forum and/or to submit and/or post User-Generated Content within a Public Forum may be subject to certain age restrictions and/or related procedures that we may revise in our sole discretion at any time and for any reason. Any such age restrictions and procedures will be posted within the Public Forum, as applicable.

## 6. User Submissions

By sending or transmitting to us creative suggestions, ideas, notes, concepts, information, or other materials (collectively, "Submission Materials") or by posting such Submission Materials on the Sites, you hereby grant to us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Submission Materials in any media now known or hereafter devised, for any purpose whatsoever, commercial or otherwise, without compensation to you, the provider of the Submission Materials. The foregoing license to WE shall be fully paid-up and royalty free. In addition, under no circumstances shall WE have any obligation whatsoever to pay a fee to any subscriber or user in connection with the Submission Materials upon the occurrence of a transfer of all or any portion of WE's business through a merger, sale or transfer of all or substantially all of the assets of WE, nor shall the sale of advertising on any of the Sites give rise to any obligation to pay a fee to Subscribers. None of the Submission Materials disclosed or posted via message boards, chats or other public forums shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on WE part and we shall not be liable for any use or disclosure of any such Submission Materials. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Community Areas or send them to AddyTeen by email.

## 7. House Rules

The following is a list of House Rules applicable to the AddyTeen sites. By using the Sites, you agree that you will not submit, post, upload, distribute, or otherwise make available or transmit any User-Generated Content that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person;

(b) is bigoted, hateful, or racially or otherwise offensive;

(c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit;

(d) is unlawful, or violates local, state, national, or international laws, or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them;

(e) infringes on the intellectual property rights of others or on the privacy or publicity rights of others,

(f) solicits business or constitutes advertising,

(g) impersonates another person,

(h) distributes viruses or harmful computer code,

(i) spams or posts the same message more than once,

(j) harvests or otherwise collects information about others, including email addresses, without their consent,

(k) allows another person or entity to use your identification for posting or viewing comments,

(f) does not comply with all terms and conditions applicable in the section User Submissions above.

AddyTeen, and its licensors have no liability or responsibility to users of the AddyTeen or sites or any other person or entity for performance or nonperformance of the aforementioned activities.

## 8. Registration and Security

You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "Registration Data"). You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your AddyTeen or passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your AddyTeen or account and password; (3) promptly inform AddyTeen or of any need to deactivate a password. You grant AddyTeen or and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. If you provide any information that does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and refuse any and all current or future use of any WE site. AddyTeen explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

## 9. AddyTeen Subscription Services

AddyTeen does not yet offer a subscription service though we may well in the future.

## 10. Indemnity

You agree to defend, indemnify, and hold Grace Friedman, or Fullon Media LLC, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

## 11. Jurisdiction

AddyTeen is based in Alameda California in the United States of America. AddyTeen makes no representation or warranty that the content and materials on the Site and/or the Services are appropriate or available for use in locations outside the United States. Those who choose to access the Sites or use the Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. AddyTeen reserves the right, at any time in our sole discretion, to limit the availability and accessibility of the Sites and/or the Services to any person, geographic area, or jurisdiction we so desire, and to limit the quantities of any such Service or products that we provide.

## 12. Copyright Infringement Claims

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by Fullon Media /AddyTeen infringe your copyright, you, or your agent may send to WE a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon WE actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to us a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Fullon Media's Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows:

Designated Agent: Nino Fernandez Fullon Media LLC dba AddyTeen 1151 Harbor Bay Parkway, suite 206 Alameda CA 94502 Email for notice: [webmaster@AddyTeen.com](mailto:webmaster@AddyTeen.com). We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

### 13. Limitation of Liability

We are not responsible or liable to you or anyone else for any loss or injury or any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or related in any way to (a) the use or of inability to use the AddyTeen site, (b) any content contained on the site or any services, (c) statements or conduct posted or made publicly available on the AddyTeen site and services, (d) any product or service purchases or obtained through the AddyTeen site, (e) any action taken in response to or as a result of any information available on the site, (f) any damage caused by loss of access to, deletion of, failure to store, failure to back up, or alteration of any content on the sites or the services, of (g) any other matter relating to the site and services. In no event shall our total liability to you for all damages, losses, and causes of action whether in contract, tort (including, but not limited to, negligence) or otherwise exceed the amount paid by you, if any, or \$100 (whichever is less) for accessing or participating in any activity related to the AddyTeen site.

### 14. Termination

This Agreement shall remain effective until terminated in accordance with its own terms and conditions. You agree that we, in our sole discretion, may terminate your password, account (in whole or in part), or use of the Sites or Services, and remove and discard any content within the Sites, at any time and for any reason. You agree that any actions taken under this Section may be effective without prior notice to you. In the event of termination, however, those Sections in this Agreement which provide for continuing obligations on your part shall survive indefinitely.

### 15. General Information

This Agreement and the Privacy Policy constitute the entire agreement and understanding between you and Fullon Media and governs your use of the AddyTeen Sites and the Services, superseding any prior agreements between you and us. This Agreement and the relationship between you and addyteen.com and Fullon Media shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. You and addyteen.com and Fullon Media irrevocably agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within the county of New York, in the State of New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. The failure of WE to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

We hope you find the AddyTeen sites helpful and the community supportive. Questions or comments regarding this website, including any reports of non-functioning links, should be submitted using our Contact Us Form.