

# Terms of Service

*Last Modified: October 29<sup>th</sup>, 2015*

Welcome to [www.thepullbox.com](http://www.thepullbox.com) (the "Website"), operated by ThePullbox LLC (pending), located in Watertown, WI ("Operator", "we", "our", or "us"). The Website enables visitors to the Website ("you", or "your") to read stories of media coverage from various outlets, creative mediums, and genres. These Terms of Use (the "Agreement") sets forth the terms and conditions which govern your use of the Website.

Please read this Agreement carefully before accessing the Website. By accessing the Website, you acknowledge and agree that you are not a minor in your state of residence, and agree to be bound by the terms and conditions set forth in this Agreement. If you do not wish to be bound by this Agreement, you are not authorized to use this Website.

Operator reserves the right to modify this Agreement at any time. You agree to review the Agreement periodically to be aware of such modifications and that your continued use of the Website shall be deemed to be your conclusive acceptance of any modified Agreement. We will indicate that changes to this Agreement have been made by listing a new date under "Last Modified" appearing above.

## **1. Submissions.**

1.1 Submissions; Monitoring. The Website provides original commentary, news, reviews, and promotional material for the entertainment industry in the area of comic books, movies, video games, novels, web content, and other related media. The Website also enables you to post comments and other content to the blog feature of the Website ("Submissions"). We believe that the Website facilitates communication, self-expression, freedom of speech, and encourages the healthy exchange of information and viewpoints. We respect your ownership of and responsibility for the content you wish to share. You acknowledge and agree that Operator does not and shall not have any obligation to review Submissions, and therefore we do not guarantee the accuracy, integrity or quality of Submissions and we cannot assure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable Submissions will not appear on the Website. However, you acknowledge and agree that we have the right to monitor and to alter, edit, refuse to post or remove any Submission that you post to the Website, in whole or in part, for any reason or for no reason, in our sole discretion, and you agree that we do not have any obligation to use or respond to any Submission. You agree that you shall immediately notify Operator in writing of any objectionable Submissions or other content appearing on the Website.

1.2 Accurate Information. In order to make use of certain functionality on the Website, you will need to provide us with certain of your personally identifiable information ("PII"), such as your name and email address. You agree to provide us with accurate, complete and current information at all times. You agree not to allow any third party to access the Website on your behalf. You agree to be responsible for allowing any other person or entity to access the Website on your behalf. You agree to notify Operator immediately if you learn of any unauthorized use of the Website. You agree that Operator has the right

to take appropriate administrative and/or legal action, including criminal prosecution, to protect our interests.

1.3 Restrictions. By posting a Submission to the Website, you warrant and represent that (i) you own the proprietary rights to such Submission, and (ii) such Submission does and will not infringe any party's intellectual property, publicity, privacy, or other rights and that such Submission is and will not be defamatory or libelous. Furthermore, you agree not to post or otherwise submit to the Website any Submission that:

- (a) is fraudulent;
- (b) is designed to interrupt, or destroys or limits the functionality of, any computer software or hardware or telecommunications equipment or interferes with or disrupts the Website, services connected to the Website, or otherwise interferes with operations or services of this Website in any way;
- (c) infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; including the promoting of an illegal or unauthorized copy of another person's copyrighted work;
- (d) is offensive to the Website community or to us, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual or which harasses or harms, or advocates the harassment or harming of another person;
- (g) involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming", or solicits PII from other visitors to the Website;
- (h) promotes information that is false or misleading, or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- (i) links to materials or other content, directly or indirectly, to which the user posting such material does not have a right to link or which competes in any manner with the Website or Operator;
- (m) violates a person's rights of publicity and/or privacy; or
- (n) violates any applicable local, state, national, or international law.

You acknowledge that Submissions posted to the Website may be subject to size and usage limitations, and that you are responsible for adhering to such limitations.

1.4 Grant of License to Submissions. By posting Submissions to the Website, you automatically grant, and represent and warrant that you have the right to grant, to Operator, a non-exclusive, perpetual, irrevocable, sublicensable (through multiple tiers), assignable, fully paid, royalty free, worldwide license to use, copy, modify, adapt, publish, make, sell, create derivative works of or incorporate into other works such Submissions, derive revenue or other remuneration from, communicate to the public, distribute (through multiple tiers), perform or display such Submissions (in whole or in part) and/or to incorporate such Submissions in other works in any form, media, or technology now known or later developed, and to grant and authorize sublicenses of the foregoing through multiple tiers of sublicensees, including the right to exercise the copyright, publicity, and any other rights over any of the materials contained in such Submissions for any purpose, including for purposes of advertising and publicity on the Website and elsewhere. No Submissions shall impose any obligation on Operator, whether of attribution or otherwise, and Operator shall not be liable for any use or disclosure of any such Submissions.

## **2. Intellectual Property.**

2.1 Copyright. All content (including without limitation any pictures, logos, images and text) appearing on the Website is the property of Operator or its licensors or suppliers and is protected by copyright under the copyright laws of the United States and/or other countries. You agree not to use, display, reproduce, retransmit, modify, distribute, disseminate, sell, publish, create derivative works of, broadcast, circulate, display or in any way exploit any such content (including any copyrighted material, trademarks, or other proprietary information), in whole or in part, whether by e-mail or by any other means, for any purpose other than for your personal, non-commercial use as set forth herein.

2.2 Trademarks. Unless otherwise indicated, all names, graphics, designs, logos, page headers, button icons, scripts, commercial markings, trade dress, and service names included in the Website are trademarks of Operator or its licensors, sponsors or suppliers (collectively, the "Trademarks") and are protected by the trademark laws of the United States and/or other countries. The Trademarks may not be used in any manner that is likely to cause confusion to, or in any manner that disparages or discredits, Operator.

2.3 Copyright Agent. 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 U.S. copyright law. If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide our editors with the following information: an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf. Any notification by a copyright owner or a person authorized to act on such copyright owner's behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Operator actual knowledge of facts or circumstances from which infringing material or acts are evident. Operator's copyright agent for notice of claims of copyright infringement can be reached as follows:

Name: Greg Streuly

Address: N7933 Winding Ridge Trl, Ixonia WI 53036

Email: greg [at] thepullbox [dot] com

We suggest that you consult your legal advisor before filing a notice with Operator's copyright agent. You should note that there can be penalties for false claims under the DMCA. [Read more.](#)

**3. Links.** Operator and/or third parties may provide links to other websites of possible interest to you. Because we have no control over unaffiliated websites, you

acknowledge and agree that we are not responsible for the availability of such websites and do not endorse and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites. You also acknowledge and agree that Operator shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such websites. All such websites shall be subject to the policies and procedures of the owner of such websites.

#### **4. DISCLAIMER OF WARRANTIES.**

4.1 YOU ACKNOWLEDGE AND AGREE THAT OPERATOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY, CORRECTNESS, COMPLETENESS OR USEFULNESS OF ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY SUBMISSIONS) APPEARING ON THE WEBSITE AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY SUBMISSIONS) APPEARING ON THE WEBSITE OR GENERALLY FOR THE ACCURACY, RELIABILITY, OR QUALITY OF ANY SUCH CONTENT. OPERATOR DOES NOT ENDORSE ANY OPINION, ADVICE, OR STATEMENT OR OTHER MATERIAL CONTAINED IN A SUBMISSION AND SUBMISSIONS DO NOT IN ANY WAY REFLECT THE OPINION, ADVICE OR STATEMENTS OF OPERATOR. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OPERATOR OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

4.2 YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL OPERATOR BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON CONTENT (INCLUDING WITHOUT LIMITATION ANY SUBMISSIONS) OBTAINED THROUGH THE WEBSITE OR CAUSED BY THE CONDUCT OF VISITORS TO THE WEBSITE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, OPERATOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO YOU, EITHER EXPRESS OR IMPLIED. SPECIFICALLY, OPERATOR DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

#### **5. LIMITATION OF LIABILITY.**

5.1 IN NO EVENT SHALL OPERATOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE. OPERATOR'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING IN CONNECTION WITH USE OF THE WEBSITE IN ANY CIRCUMSTANCE IS LIMITED TO FIFTY DOLLARS (\$50).

5.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN SECTIONS 4 OR 5 HEREOF MAY NOT APPLY TO YOU.

**6. Indemnification.** You agree to indemnify, defend and hold Operator harmless from any claim, expense or demand, including without limitation reasonable attorneys' fees,

made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party. You agree that under no circumstances will Operator be liable in any way for the accuracy, reliability, or quality of any Submission, and that you shall hold Operator harmless for (i) any errors or omissions in any Submission posted by you, or (ii) any loss or damage of any kind incurred as a result of the use of any Submission posted by you.

**7. Commercial Use.** You acknowledge and agree that the Website is for your personal use only and may not be used by you directly or indirectly in connection with any commercial endeavors.

**8. Privacy.** Operator is committed to safeguarding your privacy. The terms regulating the handling of PII and other information by you in connection with the Website is described in our Privacy Policy, which can be found at <http://thepullbox.com/about/privacy>.  
(pending)

**9. Governing Law; Venue.** You acknowledge and agree that this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, excluding conflict of laws provisions thereof that would indicate the application of the laws of any other jurisdiction and you hereby submit to exclusive jurisdiction in the federal and state courts of Wisconsin. You agree to receive service of process through e-mail, certified mail or by other means sanctioned by law, and you expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

**10. General.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement may be automatically assigned by Operator, in its sole discretion, to a third party. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The provisions of this Agreement will survive termination or expiration to the extent necessary to carry out the intentions of the parties.

**11. Contact Us.** If you have any questions or concerns regarding the Website, please contact us [here](#).