



NASSAU PRIDE: TERMS OF USE POLICY

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS PLATFORM.

By accessing or using this website, mobile app or other Nassau Pride service or product (collectively the "Platform") on any computer, console, mobile phone, tablet or other device (collectively, "Device"), you signify that you have read, understand and agree to be bound by these Terms of Use and any other applicable law, whether or not you are a registered member of Nassau Pride. Nassau Pride may change these Terms of Use at any time without notice, effective upon its posting to the Platform. Your continued use of the Platform shall be considered your acceptance to the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this Platform.

INTELLECTUAL PROPERTY

All intellectual property on the Platform (except for User Generated Content) is owned by Nassau Pride or its licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names (e.g., the Nassau Pride name) are owned, registered and/or licensed by Darrin Eakins and Dr. Jeremy Coleman. All content on the Platform (except for User Generated Content), including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content ("Content") is a collective work under the United States and other copyright laws and is the proprietary property of Nassau Pride; All rights reserved.

PLATFORM USE RESTRICTIONS

You may use the Content only for your own non-commercial use to participate in the Platform or to place an order or purchase Nassau Pride products or services. You agree not to change or delete any ownership notices from materials downloaded or printed from the Platform. You agree not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Intellectual Property or Content appearing on the Platform, including User Generated Content (defined below), without Nassau Pride prior written consent, unless it is your own User Generated Content that you legally post on the Platform. You agree not to use any data mining, robots, scraping or similar data gathering methods. Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to you.

PRODUCT AND SERVICE ORDERS

All orders placed through the Platform are subject to Nassau Pride acceptance. This means that Nassau Pride may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your credit card has already been charged for an order that is later cancelled, Nassau Pride will issue you a refund.



USER GENERATED CONTENT

"User Generated Content" is communications, materials, information, data, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that you and/or other Platform users post or otherwise make available on or through the Platform, except to the extent the Content is owned by Nassau Pride.

POSTING RULES: USER GENERATED CONTENT AND USER CONDUCT

BE RESPONSIBLE:

You are solely responsible for your User Generated Content, your interactions with other users and your activity on the Platform. Do not take any action or post anything that may expose Nassau Pride or its users to any harm or liability of any type.

BE RELEVANT AND CONSTRUCTIVE:

Stay on topic and post only constructive comments and questions. Unless the Platform feature asks for it, don't talk about policies, future products, speculations or rumors about Nassau Pride and Nassau Pride products, or anything else off topic.

BE COURTEOUS AND APPROPRIATE:

Flaming and insults are prohibited. Do not post User Generated Content, or a link to a website, that, in Nassau Pride sole discretion, is illegal, offensive, libelous, defamatory, infringing, inflammatory, deceptive, inaccurate, misleading, malicious, fraudulent, false, indecent, harmful, harassing, intimidating, threatening, hateful, abusive, vulgar, obscene, pornographic, violent, sexually explicit, invasive of privacy, publicity, intellectual property, proprietary or contractual rights, offensive in a sexual, racial, cultural, or ethnic context, will harm or threaten the safety of others, or is otherwise objectionable. Do not post photos or videos of another person without that person's consent. Do not "stalk," intimidate, abuse, harm or harass another Platform user or person.

BE PRIVATE:

Do not post personal information. Do not collect or solicit personal information from other Platform users or send unsolicited emails or other communications. Do not collect, use or post on the Platform the private information of anyone else without their consent or for illegal purposes.

BE PERSONAL:

The Platform is not to be used for any commercial purpose. Do not post any advertising, solicitation or commercial content whatsoever on the Platform or accept payment from a third party in exchange for your performing commercial activity on the Platform. Do not post any User Generated Content that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming." Do not use automated scripts to collect information from, or otherwise interact with, the Platform.

BE YOURSELF:

Do not impersonate any person or entity, or Nassau Pride staff. Do not misrepresent yourself, your age or your affiliation with any person or entity.

BE ORIGINAL:

You promise that you own or control all rights in any User Generated Content that you post on the Platform. You are



responsible for ensuring that any User Generated Content that you post does not, and will not, infringe or violate anyone else's rights, including copyright, trademark, patent, trade secret, privacy, publicity or other personal or proprietary rights. You promise not to submit User Generated Content unless you are the owner or have permission from the owner to post such User Generated Content and grant Nassau Pride all of the license rights granted in these Terms of Use.

BE LEGAL:

Do not post any User Generated Content, take any action or use the Platform in a way that violates any law, would create liability or promotes illegal activities. Do not take any action on the Platform designed to interfere, disrupt, damage, disable, overburden or limit the functionality of any computer software or hardware, telecommunications equipment or the Platform. Do not post User Generated Content that contains software viruses, programs or other computer code. Do not circumvent or modify any Platform security technology or software.

GENERAL RULES FOR USER GENERATED CONTENT

CONTENT IS NOT PRESCREENED:

Nassau Pride does not prescreen User Generated Content. Nassau Pride does not guarantee the Platform will be free from User Generated Content that is inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable. Nassau Pride is merely acting as a passive channel for such distribution and is not undertaking any obligation or liability relating to any User Generated Content or activities of users on the Platform. Even in the event Nassau Pride chooses to monitor any User Generated Content, Nassau Pride assumes no responsibility for, or any obligation to monitor or remove, such User Generated Content. Nassau Pride reserves the right to edit, remove, or refuse to post any User Generated Content or terminate your registered account for any reason.

ELIGIBILITY AND REGISTRATION:

To become a member of the Nassau Pride Platform, or post User Generated Content, you may be required to register for an account. You agree to provide accurate and current information about yourself in all registration forms on the Platform. This Platform is intended solely for users who are thirteen (13) years of age or older and it is a violation of these Terms of Use for anyone under 13 to register for the Platform. You represent and warrant that you are 13 or older. Your account may be deleted without warning if you misrepresent your age, whether older or younger.

NASSAU PRIDE RIGHTS TO YOUR POSTING:

Your User Generated Content is not confidential or proprietary. You grant, and warrant that you have the right to grant, to Nassau Pride a non-exclusive, non-revocable, worldwide, transferable, royalty free, perpetual right to use your User Generated Content in any manner or media now or later developed, for any purpose, commercial, advertising, or otherwise, including the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute, assign and commercialize without any payment due to you.

COPYRIGHT INFRINGEMENT COMPLAINTS:

If you believe that your work has been improperly copied and posted on the Platform, such that it constitutes infringement, please provide us with the following information: (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where on the Platform the material that you claim is infringing is located; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) 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 authorized to act on the copyright owner's behalf. These



requirements must be followed to give Nassau Pride legally sufficient notice to Nassau Pride of infringement.

We suggest that you consult your legal advisor before filing a notice with Nassau Pride copyright agent, because there may be penalties for false claims.

LINKS:

The Platform may contain links to websites, applications or other products or services operated by other companies ("Third Party Platforms"). Nassau Pride does not endorse, monitor or have any control over these Third Party Platforms, which have separate terms of use and privacy policies. Nassau Pride is not responsible for the content or policies of Third Party Platforms and you access such Third Party Platforms at your own risk.

MOBILE SERVICES:

The Platform contains services and features that are available to certain mobile Devices. Your carrier's normal rates and fees apply. Not all mobile services will work with all carriers or Devices. By using Nassau Pride mobile services, you agree that we may communicate with you by electronic means to your mobile Device and that certain information about your use of these services may be shared with us. If you change or deactivate your mobile phone number, you must promptly update your account information to ensure that we don't send your messages to a different person.

INDEMNIFICATION:

You agree to indemnify, defend, and hold harmless Nassau Pride LLC, its affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your User Generated Content, your use of Content, your use of the Platform, your conduct in connection with the Platform or with other Platform users, or any violation of these Terms of Use, any law or the rights of any third party.

PRIVACY:

Our Privacy Policy, which is incorporated into these Terms of Use by this reference, further describes the collection and use of information on this Platform.

USER INTERACTION DISCLAIMER:

You are solely responsible for your interactions with other people, whether online or in person. Nassau Pride is not responsible or liable for any loss or damage resulting from any interaction with other Platform users, persons you meet through the Platform, or persons who find you because of information posted on, by or through the Platform. You agree to take reasonable precautions in all interactions with other users on the Platform, and conduct any necessary investigation before meeting another person. Nassau Pride is under no obligation to become involved with any user dispute, but may do so at its own discretion.

WARRANTY DISCLAIMER:

Nassau Pride is not responsible or liable for any User Generated Content or other Content posted on the Platform or for any offensive, unlawful or objectionable content you may encounter on or through the Platform. The Platform, User Generated Content, Content, and the materials and products on this Platform are provided "AS IS" and without warranties of any kind. To the fullest extent permitted by law, Nassau Pride disclaims all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Nassau Pride cannot guarantee and does not promise any specific results from use of the Platform. Nassau Pride does not represent or warrant that the Platform will be uninterrupted or error-free, that any defects will be corrected, or that this Platform or the server that



makes the Platform available are free of viruses or anything else harmful. To the fullest extent permitted by law, Nassau Pride does not make any warranties or representations regarding the use of the materials or Content in the Platform in terms of their correctness, accuracy, adequacy, usefulness, reliability or otherwise. You understand and agree that you download or otherwise obtain Content at your own risk, and that you will be solely responsible for your use and any damage to your mobile Device, computer system or other Device in which you access the Platform, loss of data or other harm of any kind that may result. Nassau Pride reserves the right to change any and all Content and other items used or contained in the Platform at any time without notice. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

LIMITATION OF LIABILITY:

NASSAU PRIDE LLC SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS PLATFORM OR THE PERFORMANCE OF THE PRODUCTS PURCHASED THROUGH THE PLATFORM OR THE CONDUCT OF OTHER PLATFORM USERS (WHETHER ONLINE OR OFFLINE) OR ATTENDANCE AT A NASSAU PRIDE EVENT OR ANY USER GENERATED CONTENT, EVEN IF NASSAU PRIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM. YOUR ONLY REMEDY AGAINST NASSAU PRIDE FOR USE OF THE PLATFORM OR ANY CONTENT IS TO STOP USING THE PLATFORM. THAT SAID, IF NASSAU PRIDE IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THIS PLATFORM OR ANY CONTENT, NASSAU PRIDE LIABILITY SHALL NOT EXCEED US\$100.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

MISCELLANEOUS:

You agree that this Platform shall be deemed a passive website solely based in Florida, USA, which does not give rise to personal jurisdiction over Nassau Pride in jurisdictions other than Florida. You agree that this Platform, Terms of Use, Privacy Policy and any dispute between you and Nassau Pride shall be governed in all respects by Florida law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. These Terms of Use are further subject to Florida Statutes, "Sales". Except where prohibited, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to this Platform (including but not limited to the purchase of Nassau Pride products) shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Duval County, Florida. You consent to waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Duval County, Florida. Any cause of action or claim you may have with respect to the Platform (including but not limited to the purchase of Nassau Pride products) must be commenced within one (1) year after the claim or cause of action arises. By using the Platform, you agree to receive certain electronic communications from Nassau Pride. You agree that any notice, agreement, disclosure or other communication that Nassau Pride sends you electronically will satisfy any legal communication requirements, including that such communications be in writing. Nassau Pride failure to insist upon or enforce strict performance of any of these Terms of Use shall not be considered a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall modify any of these Terms of Use. Nassau Pride may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

SEVERABILITY:

If any provision in these Terms of Use is held invalid, the remainder of these Terms of Use shall continue to be enforceable. If any provision in these Terms of Use is deemed unlawful, void or unenforceable, then that provision is deemed severable from these Terms of Use and the remaining provisions are still valid and enforceable.



TERMINATION:

Nassau Pride reserves the right in its sole discretion to terminate your account, delete your profile and any of your User Generated Content, and restrict your use of all or any part of the Platform for any or no reason, without notice, and without liability to you or anyone else. Nassau Pride also reserves the right to block users from certain IP addresses or Device numbers and prevent access to the Platform. You understand and agree that some of your User Generated Content, such as that which is displayed outside your profile, in activity feeds, in other parts of the Platform, or on other platforms (e.g., Facebook, Twitter, Google, etc), may continue to appear on the Platform or on other platforms even after your User Generated Content is removed or your account is terminated. These Terms of Use remain in effect even after your account is terminated. The Terms of Use relating to Intellectual Property, Indemnification, User Interaction Disclaimer, Warranty Disclaimer, Limitation of Liability, Miscellaneous, Severability and terms that by their nature may survive termination shall survive any termination.