

Free Minds Festival Terms of Service Agreement

Welcome to Free Minds Festival, an online home for live, participatory experiences operated by iOpening Enterprises (iOE). By using Free Minds Festival (also referred to herein as the “Service”), you agree to the following Terms of Service (“Agreement”).

This Agreement sets out the legally binding terms of your use of Free Minds Festival and may be modified by IOE at any time and without prior notice, such modifications to be effective upon posting by IOE. You can always review the most current version of the Terms of Service here. This Agreement includes and incorporates by reference the Criteria for Free Minds Festival Community Events (listed at the end of this document) and IOE’s Privacy Policy.

1. Eligibility. You must be at least 18 years old to register as a Free Minds Festival user. Use of the Service is

void where prohibited. By using Free Minds Festival, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and you agree to abide by all of the terms and conditions of this Agreement.

2. **Registration.** In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form; and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IOE has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IOE has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).
3. **User Account, Password and Security.** You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for

all activities that occur under your password or account. You agree to (a) immediately notify IOE of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. IOE cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

4. Term. This Agreement will remain in full force and effect while you use Free Minds Festival. You may terminate your registration at any time, for any reason, by contacting Free Minds Festival administrators.
5. Content Posted on Free Minds Festival.
 - You agree to use Free Minds Festival in a manner consistent with any and all applicable laws and regulations.
 - You understand and agree that IOE may review and delete any content, message, photo or profile (collectively, "Content") that in the sole judgment of IOE violates this Agreement, might be

offensive or illegal, or might harm, violate the rights of, or threaten the safety of other Free Minds Festival users.

- You may not create or maintain any user accounts that misrepresent yourself, by declaration or implication, as any other real-life person, living or dead.
- You are solely responsible for the Content that you publish through Free Minds Festival's content submission process on the Service.
- Illegal and/or unauthorized uses of Free Minds Festival, including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to Free Minds Festival will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.
- The following is a partial list of the kind of Content that is illegal or prohibited on Free Minds

Festival. IOE reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending Content from the Service and terminating the accounts of such violators, in connection with all available civil, criminal, and injunctive remedies. You agree not to use the Service to:

- harass or advocate harassment of another person;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service; or
- upload, post, email, transmit, or otherwise make available any Content:
 - that constitutes advertising, commercial listings, contests, sweepstakes, barter, pyramid schemes, “junk mail,” “chain

letters,” or any other form of unsolicited mass mailing or “spamming”;

- that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable;
- that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, tortious or libelous;
- that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party, including, but not limited to, providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, and providing pirated music or links to pirated music files;

- that contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- that displays pornographic or sexually explicit material of any kind;
- that exploits, harms, or solicits personal information from anyone under 18;
- that provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- that solicits passwords or personally identifiable information for commercial or unlawful purposes from other users;
- that contains software viruses or any other computer code, files, or programs designed to interfere with the Service and/or any computer software or

hardware or telecommunications equipment; or

- that you do not have a right to make available under any law or under contractual or fiduciary relationship (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Notwithstanding the foregoing, you understand there is a chance that you might become exposed to Content that is prohibited on Free Minds Festival, and you waive your rights to any damages (from any party) related to such exposure.
- You agree not to use the Service to advertise or to solicit other users of the Service to buy or sell any products or services outside of expressly designated areas.

- Although IOE does not monitor the conduct of Free Minds Festival users off Free Minds Festival, it is a violation of this Agreement to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, solicit, or advertise to any Free Minds Festival user without their prior explicit consent.
6. Privacy. Use of Free Minds Festival is governed by IOE's [Privacy Policy](#). You understand and agree that IOE may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of IOE, other Free Minds Festival users, or the public.
7. Proprietary Rights in Content on Free Minds Festival. IOE does not claim ownership of Content you submit or make available for inclusion on Free

Minds Festival. Each user owns and retains all proprietary rights to the Content they provide on Free Minds Festival. You agree that no Content you submit or make available for inclusion on the Service will disclose any proprietary information that you do not own, control, or have written permission to disclose, unless such information is in the public domain. You hereby grant IOE a worldwide, royalty-free, perpetual, irrevocable license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display Content you submit or make available for inclusion on the Service solely for the purpose of providing the Content submitted on the Service or otherwise in accordance with IOE's Privacy Policy.

8. Intellectual Property. You may not use Free Minds Festival to post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such rights. Without limiting the foregoing, if you believe that your work has been copied and posted on Free Minds Festival in a way that constitutes infringement, please email the following information to IOE's Free Minds Festival

administrator for notice of claims of infringement
at it@freemindsfestival.com

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the trademark or copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on Free Minds Festival;
- your address, telephone number, and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or trademark owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or trademark owner or authorized to act on the

copyright or trademark owner's behalf.

9. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE TO THE FOLLOWING: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IOE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IOE MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE ACCESSED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR

LOSS OF DATA THAT RESULTS FROM THE ACCESS OF ANY SUCH MATERIAL. NO INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM IOE OR YOUR USE OF THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

10.LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IOE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF IOE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OF OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IOE'S LIABILITY

TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNTS YOU PAID TO IOE, IF ANY, FOR USE OF THE SERVICE.

11. Termination. You agree that IOE may, without prior notice to you, immediately terminate your account and access to the Service by any associated email address. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this Agreement or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance of or material modification to the Service or any part thereof; (e) unexpected technical or security issues; or (f) extended periods of inactivity. Termination of your account includes (a) removal of access to all offerings within the Service; (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof); and (c) barring further use of the Service. You agree that all terminations for cause shall be made in IOE's sole discretion and that IOE shall not

be liable to you or any third-party for any termination of your account or access to the Service.

12. Disputes. By using Free Minds Festival, you agree that any dispute between you and IOE about or involving Free Minds Festival will be governed by the laws of the State of California without regard to its conflict of law provisions. For resolution of any such dispute, you agree to submit to the personal jurisdiction of the state and federal courts of the State of California, City and County of Los Angeles. You understand that you are solely responsible for your interactions with other Free Minds Festival users, and that IOE reserves the right to monitor disputes between you and other users, but has no obligation to do so.

13. Indemnity. You agree to indemnify, defend, and hold harmless IOE, including its subsidiaries, affiliates, officers, agents, contractors, and employees, from any loss, liability, claim, or demand, including reasonable attorney's fees and costs, made by any party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement, including but not limited to

any breach of your representations and warranties set forth above. If you are a California resident, you waive California Civil Code Section 1542, which says, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

14.No Agency. You understand and agree that there is no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship between IOE and any user of the Service.

15.Miscellaneous Terms. This Agreement, accepted upon your use of Free Minds Festival, contains the entire agreement between you and IOE regarding Free Minds Festival. The failure of IOE to exercise or enforce any right or provision of this Agreement shall not constitute a subsequent or prospective waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect. The section titles in this Agreement are for convenience only and have no

legal or contractual effect.

Please contact us with any questions regarding these
Terms of Service.