

Acceptance of Terms

IMPORTANT! PLEASE READ THIS CAREFULLY. By using any of the features of this web application (“the Service”), including but not limited to: accessing web pages; uploading or downloading data; viewing, downloading or printing reports; or using the messaging services, you are unconditionally agreeing to this Terms of Service Agreement (“TOS”), together with the Privacy Policy, which collectively shall be referred to as the “AGREEMENT”, which may be updated by us from time to time without notice to you. You can review the most current version of the Agreement at any time. The Service is available to you exclusively through True Colors International, Inc. (“TCI”) and TCI Affiliates. For the purposes of this Agreement, TCI and its affiliates, subsidiaries, officers, employees, agents, partners and licensors is collectively referred to as “TCA”.

Description of Service

The Service provides users with access to a rich collection of resources, including various communications tools, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the “Service”). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided “AS-IS” and that TCA assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

Your Registration Obligations

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (the “Registration Data”) 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 TCA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TCI 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).

Privacy Policy

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full Privacy Policy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information for storage, processing and use by TCA.

Customer 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 TCA 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. TCA cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

Customer Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not TCA, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. TCA does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will TCA be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; harm minors in any way; impersonate any person or entity, including, but not limited to, a TCA official, or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 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; intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S.

Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; “stalk” or otherwise harass another; and/or collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs 1 through 11 above.

You acknowledge that TCA may or may not pre-screen Content, but that TCA and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, TCA and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by TCA or submitted to TCA, including without limitation information in TCA Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that TCA 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 the TOS; (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 TCA, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by TCA and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

Interstate Nature of Communications on TCA Network

When you register with the Service, you acknowledge that in using the Service to send electronic communications (including but not limited to email, search queries, sending messages, uploading photos and files, and other Internet activities), you will be causing communications to be sent through TCA’s computer networks, portions of which may be located in the United States and portions of which may be located abroad. As a result, and also as a result of TCA’s network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the service results in interstate data transmissions.

Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Content Submitted or Made Available for Inclusion on the Service

TCA does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant TCA the following worldwide, royalty-free and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of TCA Properties, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific TCA Property to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or TCA removes such Content from the Service.

With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or TCA removes such Content from the Service.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

“Publicly accessible” areas of the Service are those areas of the TCA network of properties that are intended by TCA to be available to the general public. However, publicly accessible areas of the Service would not include portions of the Service that are limited to customers, TCA services intended for private communication, or areas off of the TCA network of properties such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by TCA.

Contributions to TCA

By submitting ideas, suggestions, documents, and/or proposals (“Contributions”) to TCA, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) TCA is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) TCA shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) TCA may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of TCA without any obligation of TCA to you; and (f) you are not entitled to any compensation or reimbursement of any kind from TCA under any circumstances.

Indemnity

You agree to indemnify and hold TCA and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

No Resale of Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Login ID, API Key or Invite Code), use of the Service, or access to the Service.

General Practices Regarding Use and Storage

You acknowledge that TCA may establish general practices and limits concerning use of the Service. You agree that TCA has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that TCA reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that TCA reserves the right to modify these general practices and limits from time to time.

Modifications to Service

TCA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that TCA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Termination

You agree that TCA may, under certain circumstances and without prior notice, immediately terminate your access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS 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 or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your access to the Service 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 of further use of the Service. Further, you agree that all terminations for cause shall be made in TCA's sole discretion and that TCA shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

Dealings with Advertisers

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that TCA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because TCA has no control over such sites and resources, you acknowledge and agree that TCA is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that TCA 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 use of or reliance on any such Content, goods or services available on or through any such site or resource.

TCI's Proprietary Rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by TCI, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

TCI grants you a personal, non-transferable and non-exclusive right and license to use the object code of the Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by the Service.

Disclaimer of Warranties

You expressly understand and agree that:

Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis. TCI and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchant ability, fitness for a particular purpose and non-infringement.

TCI and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make 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; (iv) the quality of any products, services, information, legal advice, or other material purchased or obtained by you through the service will meet your expectations; and (v) any errors in the software will be corrected.

Any material downloaded or otherwise obtained through the use of the service is accessed 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 download of any such material.

No advice or information, whether oral or written, obtained by you from the Service or through or from the Service shall create any warranty not expressly stated in the TOS.

Limitation of liability

You expressly understand and agree that TCI and its subsidiaries, affiliates, officers, employees, agents, partners and licensors 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 TCI has been advised of the possibility of such damages), resulting from: (i) The use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of section 19 and 20 may not apply to you.

Special Admonitions for Services Relating to Financial and Legal Matters

TCA and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

The information appearing in this web site is meant to be educational and/or entertaining in nature and should not be construed as legal, psychological or behavioral advice. We strongly encourage you to consult with appropriate legal counsel, educators and/or psychological advisory professionals for advice relating to a specific situation.

No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

Notice

TCA may provide you with notices, including those regarding changes to the TOS, by email, regular mail or postings on the Service.

Copyright and Intellectual Property Information

The copyrights, logos, trademarks, service marks, product and service names will remain the intellectual property of the originator. Nothing in this TOS transfers any rights of ownership of any intellectual property accessed via the Service.

Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement

TCA respects the intellectual property of others, and we ask our users to do the same. TCA may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers.

General Information

Entire Agreement. This TOS constitutes the entire agreement between you and TCA and governs your use of the Service, superseding any prior agreements between you and TCA with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other TCA services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and TCA shall be governed by the laws of the State of Missouri without regard to its conflict of law provisions. You and TCA agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Saint Louis, Missouri.

Waiver and Severability of Terms. The failure of TCA to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your license to use the Service is non-transferable and any rights to your Login ID or contents within your account terminate upon your death.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.