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- violate any of these Terms & Conditions.

Basic Representations. You represent, warrant, and covenant (a) that you will comply with these Terms & Conditions; (b) that no materials of any kind submitted through your account or subscription will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (c) that you are at least eighteen (18) years old.

Monitoring. BSG reserves the right, but assumes no obligation, to monitor your actions on or with respect to The Site. BSG reserves the right, but assumes no obligation, to take actions and to disclose any information as necessary or appropriate to satisfy any law, regulation or other authority's or government's request or order, to operate The Site, to protect or act in the interests of BSG or its other subscriber. BSG will not intentionally monitor or disclose email messages that you inform us are private except in accordance with the prior sentence.

SUBMISSIONS

Unsolicited Materials. Unless specifically requested, we do not solicit any confidential, secret or proprietary information or other material from you through or for The Site, by e-mail or in any other way.

Provision. You may (or may not) in the future have the opportunity on The Site (or otherwise) to post, transmit or otherwise make available Submissions, including testimonials, opinions, responses, ideas, images or other things. We reserve the right to post and to remove any Submissions sent to BSG or posted to The Site for any reason, or for no reason at all. Decisions as to whether Submissions should be posted or removed, or violates our standards will be made in our sole discretion after we have actual notice of such posting.

If you contribute any Submissions, you are publishing every word and material you provide. You should therefore assume that it may be retained forever, although we assume no obligation to retain or make it available for any length of time, much less forever. With respect to Submissions posted to or on The Site, if any, we are the provider of an interactive computer service and user providing the Submission (which may be you or a third party) is the publisher or speaker of the Submission.

Submission Content. You are responsible for all Submissions you provide. You represent and warrant that:

- all Submissions you provide are NOT illegal, defamatory, libelous, threatening, intimidating, derogatory, abusive, harassing, rude, vulgar, obscene, bigoted or hateful, insensitive, petty, uncivil, offensive, profane, scandalous, pornographic, indecent, invasive of privacy or publicity rights, tortuous, unreasonable, or intentionally false, fraudulent, deceptive, wrong, improper or otherwise objectionable;

- all Submissions you provide do NOT infringe any copyright, patent, trademark or other intellectual property right;
- all Submissions you provide are either original to you or are provided without violation or infringement of any contract or rights of any others;
- all Submissions you provide do not contain any material, non-public information about any third party or third-party's intellectual property, trade secret, or other rights;
- no other party has any rights to the Submissions you provide or that you have all rights necessary to grant the rights and agree to the provisions of these Terms & Conditions;
- your act of providing, and the continued existence on The Site of, such Submissions does NOT violate any right, restriction, law, regulation, ordinance, governmental decree, contract or obligation;
- all Submissions you provide are provided without any restrictions;
- all Submissions you provide do NOT violate these Terms & Conditions;
- all Submissions you provide do NOT solicit, encourage or promote illegal activity or substances;
- all Submissions you provide do NOT express or imply that any statements you make are endorsed by BSG, without our prior written consent; and
- none of your Submissions give rise to civil or criminal liability, encourage conduct that constitutes a criminal offense or otherwise violates any local, state or federal law.

You may NOT provide or post Submissions that are contrary to the above representations, warranties and restrictions.

Prohibited Submissions. Additionally, you may not post, transmit or provide as a Submission for The Site the following:

- advertising or commercial solicitations, chain letters, pyramid schemes, investment opportunities;
- promotional materials relating to other websites or online services competitive with BSG or The Site;
- software or other materials that are or contain spam, viruses, worms, time-bombs, Trojan horses, or another harmful or disruptive component;
- personalized information about your own investments, objectives, needs or portfolios;
- political campaign materials, chain letters, mass mailings or spam; or
- any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, database, data mine, or in any way reproduce or circumvent The Site or the navigational structure or presentation of The Site.

Not Confidential. Submissions will be deemed NOT to be confidential or secret. We and all other users will not be required to treat any of your Submissions as confidential, and may use any of your Submissions in our respective businesses (including without limitation, for products or advertising) without incurring any liability for royalties, damages or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in our future operations.

Use of Submissions. Please note that because we may allow users like yourself to post materials on forums and in other ways on The Site, we need to obtain certain rights in your Submissions. By submitting or otherwise making Submissions available on The Site, you hereby grant to us and all users a royalty-free, perpetual, irrevocable, transferable, sub-licensable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display your Submissions, and to incorporate your Submissions in other works in any form, media, or technology now known or later developed. You also agree and acknowledge that any and all of your Submissions, such as information, ideas, concepts, methods, systems, designs, plans, techniques or other similar materials, that you post, submit or otherwise communicate to us or The Site may be used by

us and other users in any manner, and without limitation may be displayed on The Site and copied, printed and distributed for educational, promotional, marketing or any other purposes.

Noncommercial. To the extent that any forums, message boards, blogs and similar things are provided by on The Site for the receipt and posting of Submissions, such things shall be used only in a noncommercial manner. You shall not, without the express approval of BSG, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services.

Responsibilities. BSG is not responsible for any content of any Submissions on The Site. BSG has the right, but assumes no obligation, to monitor Submissions for compliance with these Terms & Conditions or any other reason. BSG reserves the right not to post and to delete, move, or edit messages that it, in its sole discretion, desires not to have on The Site, or deems abusive, defamatory, obscene, in violation of copyright or trademark laws, otherwise unacceptable or in violation of these Terms & Conditions. BSG reserves the right, but not the obligation, to take any action it deems appropriate with respect to The Site, Submissions, and Third Party Content to operate The Site properly, to protect other users, BSG, BSG's business relationships, and guests to The Site, and to comply with legal obligations or governmental requests. The providers of Submissions shall remain solely responsible for the content of their Submissions.

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Submission Inaccuracy. Submissions and the Third Party Content that may be found on The Site have not necessarily been reviewed by people with the expertise required to provide you with complete, accurate or reliable information. Such things are therefore provided "as is" and without any warranties of any sort. Without limitation, such things are NOT provided with any warranties as to their accuracy, commercial reasonability, condition or non-infringement. Additional disclaimers are set forth below. BSG does not represent or endorse the accuracy or reliability of any Submission, Third Party Content, advice, opinion, statement, or other information displayed, uploaded, or distributed through The Site by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your own sole risk. BSG reserves the right, in its sole discretion, and assumes no obligation, to correct any errors or omissions in any portion of The Site.

Personal Information. Information, including personally identifiable information (any information which can be used to identify a specific individual, such as a name, email address, postal address or telephone number) which is provided as a Submission or posted by you on The Site in an area viewable by other users will be accessible to other users including people you may not know. Making this information available may result in a user receiving "spam" or unsolicited e-mail. You are encouraged to use discretion when communicating with others and/or disclosing personally identifiable information on-line. In addition, BSG has no control over, and shall have no liability for, damages resulting from the use or misuse by any third party of information that you voluntarily make public through a Submission. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION PUBLICLY AVAILABLE THROUGH A SUBMISSION, YOU DO SO AT YOUR OWN RISK. Without limiting the foregoing, you consent to the publication of any of the following that you provide to us, including in a testimonial: your name, first name, last name, initials, the testimonial and signature.

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Links. The Site may contain links to other related World Wide Web or Internet sites or resources. These links are provided for your convenience and to provide further information. They do not signify that we endorse or have an association with the linked website. As BSG is not responsible for the availability of

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Access to The Site and/or a Subscription may be terminated at any time, and without cause, by BSG upon notification by telephone, e-mail or other means to the last provided contact information we received from you. A violation of these Terms & Conditions shall constitute cause for immediate termination without refund. BSG may, in its sole discretion, terminate or suspend your Subscriber's access to all of part of the Publication or The Site for any reason, including, without limitation, breach of a subscriber agreement, breach of these Terms & Conditions, or attempted assignment of the Subscription or the subscriber agreement.

You acknowledge and agree that we may, in our sole discretion, deny you access, through The Site, to third party services, merchandise, materials or information on the Internet, and we shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

MISCELLANEOUS

Laws and Venue. We control and operate The Site from our offices in the United States of America. We do not represent that materials on The Site are appropriate or available for use in other locations. Persons who choose to access The Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Terms & Conditions and the relationship between you and us shall be governed by the laws of the State of Nevada, without regard to its conflict of law provisions. You and we agree that any cause of action that may arise under these Terms & Conditions shall be commenced and be heard in the appropriate court in the State of Nevada. You and we each agree to submit to the exclusive personal jurisdiction and venue of the courts located within the State of Nevada and waive any defenses to the assertion of jurisdiction or venue in these courts. To the extent allowed by law, you agree that the jurisdiction for any cause of action that may arise under the Terms & Conditions or that may relate to The Site shall be an appropriate court, federal or state, in Nevada.

Arbitration. Subject to and without limitation of BSG's right to seek such injunctive enforcement and other equitable relief as may otherwise be available, any controversy or claim arising out of or relating to The Site, your use of The Site, or any breach of these Terms & Conditions, shall be settled by binding arbitration before the office of Judicial Arbitration and Mediation Service ("JAMS") in or closest to Las Vegas, Nevada (unless otherwise agreed by you and us) pursuant to the JAMS Streamlined Arbitration Rules and Procedures, or a comparable arbitration service such as the American Arbitration Association if JAMS is not available. You and we each submit to the jurisdiction of JAMS (or such arbitration). Any process served in connection with any such proceeding may be served upon the party to be served by registered or certified mail, and any such service will have the same effect as personal service. The foregoing shall not preclude either you or us from seeking enforcement of any order or judgment rendered by any court upon the arbitration award. Any award shall be a conclusive determination of the matter and shall be binding upon the parties to the arbitration and their successors and assigns, and shall not be contested by any of them.

Non-waiver. Any failure or delay by us to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms & Conditions or of any breach thereof must be in a writing signed by the waiving party and shall

not be construed to be a waiver of any other provision or any subsequent breach of these Terms & Conditions. If any provision of the Terms & Conditions 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 Terms & Conditions remain in full force and effect.

Claims. 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 Site or the Terms & Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Over 18. The Site is not directed towards children, minors or anyone under the age of 18.

Force Majeure. BSG shall not be liable to you for any actions or failures if such things result, directly or indirectly, from an act of God, fire, flood, tornado, Internet outage, worm or virus, explosion, strike, embargo, terrorism, war, civil disturbance, act of any public enemy, act of any government, de jure or de facto, or agency or official thereof, labor shortage, transportation contingencies, usually severe weather, condition causing a declared state of emergency, default of manufacturer or a supplier or a third party provider, quarantine restrictions, epidemic or catastrophe, or lack of timely instructions or essential information from you.

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