

MIGHTYDREAM[™]

FORUM

Website and Social Media Terms of Use

The following are the terms and conditions (“User Agreement”) for use of www.mightydreamforum.com (the “Website”) and various other Websites and web pages operated by Elephant in the Room Holdings, LLC and its affiliates (collectively, “EITR”, “we”, or “us”) in support of EITR events (collectively, the “EITR Websites”). This User Agreement applies to the EITR Websites and does not apply to the content of third-parties.

The EITR Websites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the EITR Websites constitutes your agreement to all such terms, conditions, and notices. Your use of a particular EITR Website may also be subject to additional terms, codes of conduct, or guidelines that govern use of those sites, including without limitation, particular features or offers (for example, contests or chat areas), and that are outlined on that EITR Website (the “Additional Terms”).

In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular EITR Website, then these terms shall control.

MODIFICATION OF THESE TERMS OF USE

EITR reserves the right to change the terms, conditions, and notices under which the EITR Websites are offered and this User Agreement. You are responsible for regularly reviewing these terms and conditions. Your continued use of the EITR Websites constitutes your agreement to all such terms, conditions, and notices.

PERSONAL AND NON-COMMERCIAL USE LIMITATION; INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specified, the EITR Websites are for your personal and non-commercial use. The content available and any services made available through the EITR Websites is the property of EITR or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not modify, copy, upload, download, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the EITR Websites. You acknowledge that EITR retains exclusive ownership (or is the licensee) of the EITR Websites, all content, materials, and information contained therein, and all intellectual property rights associated therewith. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trademarks, or trade secrets with respect to the EITR Websites or their contents, and EITR reserves all rights not expressly granted hereunder. Without the advance express written

permission of an authorized representative of EITR, you may not “meta-search” the EITR Websites, send, or cause to be sent, any automated queries of any sort to the EITR Websites, or use the EITR Websites in any commercial manner. “Automated queries” shall include, but not be limited to: using any software that sends queries to any EITR Websites to determine how a Website “ranks” on any EITR Websites.

LINKS TO THIRD-PARTY SITES

The EITR Websites may contain links to third-party Websites (“Linked Sites”) including, but not limited to: links to relevant portions of third-party social media sites. The Linked Sites are not under the control of EITR, and EITR is not responsible for the contents of any Linked Site, including without limitation: any link contained in a Linked Site, or any changes or updates to a Linked Site. EITR is not responsible for webcasting or any other form of transmission received from any Linked Site, nor is EITR responsible if the Linked Site is not working appropriately. EITR is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EITR of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted at the Linked Sites.

Any dealings with third-parties (including advertisers) included within the EITR Websites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and the advertiser or other third-party. EITR shall not be responsible or liable for any part of any such dealings or promotions.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the EITR Websites, you will not use the EITR Websites for any purpose that is unlawful or prohibited by these terms, conditions, and notices or causes damage to any third-party. You may not use the EITR Websites in any manner that could damage, disable, overburden, or impair any EITR Websites (or the network(s) connected to any EITR Website) or interfere with any other party’s use and enjoyment of any EITR Website. You may not attempt to gain unauthorized access to any EITR Websites, other accounts, computer systems, or networks connected to any EITR Websites, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the EITR Websites.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (“DMCA”), EITR has designated to the U.S. Copyright Office an agent to receive notifications of claimed copyright infringement relating to the EITR Websites (the “Designated Agent”). All such notifications relating to the EITR Websites must be a written communication and must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit EITR personnel to locate the material.
4. Information reasonably sufficient to permit EITR to contact the complaining party, such as an address, telephone number, and/or electronic mail address.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Claims of infringement which include the above required information must be submitted via postal mail, fax, or e-mail to EITR's Designated Agent as follows:

- Service Provider: Elephant in the Room Holdings, LLC
- Full Address of Designated Agent to Which Notification Should Be Sent:

EITR Copyright Agent
c/o Timothy Liam Epstein, Esq.
Duggan Bertsch, LLC
303 West Madison
Suite 1000
Chicago, Illinois 60606
tepstein@dugganbertsch.com

COMMUNITY FEATURES

EITR may offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works, or other information or material (collectively, the "Submitted Content") in connection with various features of the EITR Websites including, but not limited to, profiles, forums, bulletin boards, wiki, vanity email, auctions, contests, games, blogs, audio and/or video submissions, message boards, Q&A features, and chat features (collectively, the "Community Features"). You are solely responsible for your Submitted Content and must use the Community Features in a responsible manner. EITR may also offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works, or other information or material via third-party social networking websites and products ("Third-Party Social Networking Features"). Any use of Third-Party Social Networking Features is subject to the then current terms of use of the applicable third-party website or product and not this User Agreement, unless you are notified otherwise, in which case the terms and conditions set forth in such notification will apply.

In order to participate in Community Features, you may be asked to register an account by providing certain personal information such as your name and/or email address. The Privacy Policy of this Website explains how such information may be collected and used. In consideration of your use of the EITR Websites, you agree (i) to provide accurate, current, and complete information about yourself as may be prompted by any registration forms (“Registration Data”); (ii) to maintain the security of your password and identification provided, if any; (iii) to maintain and promptly update Registration Data and any other information you provide to EITR, and to keep it accurate, current, and complete; (iv) not to sell, transfer, or assign your account; and (v) to be fully responsible for all use of your account, and for any actions that take place using your account.

EITR and its third-party providers (“Vendors”) do not monitor, endorse, edit, or screen your Submitted Content, although EITR and its Vendors reserve the right to do so, and neither EITR nor its Vendors shall be liable for your Submitted Content. You acknowledge that your Submitted Content is not confidential, and that your Submitted Content may be read, intercepted by others and widely accessible on the Internet and/or via other interactive media, and that you have no expectation of privacy with regard to any such submission. You acknowledge that by submitting your Submitted Content via any of the available Community Features, no confidential, fiduciary, contractually implied or other relationship is created between you and EITR or between you and EITR’s Vendors other than as expressly set forth in this User Agreement. You acknowledge that EITR is not responsible for, and cannot and does not guarantee, the accuracy, completeness, or reliability of information in any material posted or submitted by any user of the Community Features. You represent that your Submitted Content is an original work by you or that you have all necessary rights in it and to submit it to EITR under the terms of this User Agreement. You further agree that you are solely liable for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs, and expenses, including attorneys’ fees, connected to, or arising from your breach of any representation or warranty, or other violation of this User Agreement. If EITR determines, in EITR’s sole discretion and judgment, that your Submitted Content violates, or may violate, any of the terms of this User Agreement, EITR reserves the right to: (a) refuse to allow you to upload information or otherwise transmit material; (b) remove and delete your Submitted Content; (c) revoke your right to use the EITR Websites and/or any Community Features; and/or (d) use any technological, legal, operational, or other means available to EITR to enforce the provisions of this User Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on this or any of the EITR Websites and any of the Community Features.

You are solely responsible for your interactions with other users of the EITR Websites. We reserve the right, but have no obligation, to monitor disputes between you and other users of any Community Features.

By transmitting your Submitted Content via the Community Features, you grant, and represent and warrant that you have the right to grant, to EITR a worldwide, perpetual, royalty-free, non-exclusive, sub-licensable and irrevocable right and license to use, reproduce, prepare

derivative works based upon, distribute, perform, sell, and display your Submitted Content for any purpose throughout the universe, in whole or in part, in any form, media, or technology known or hereafter developed.

INDEMNIFICATION

You hereby agree to indemnify and hold EITR and all EITR Affiliates, harmless from all claims, liabilities, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of the EITR Websites and the products, merchandise, tickets, and/or services purchased via the EITR Websites; or (B) any alleged breach of this User Agreement by you. For purposes of this User Agreement, the "EITR Affiliates" shall mean Elephant in the Room, LLC; Mighty Dream Agency, Mighty Dream Forum, and all of the parent, subsidiary, affiliated and related persons and entities, and all of the officers, directors, shareholders, members, managers, employees, contractors, attorneys, and agents of each of the foregoing, and any entity which, now or in the future, controls, is controlled by, or is under common control with any of the foregoing or which presents or operates the EITR Event(s), including all of their officers, directors, shareholders, members, managers, employees, contractors, or agents.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE EITR WEBSITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE EITR WEBSITES AND TO THE INFORMATION THEREIN. EITR AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE EITR WEBSITES AT ANY TIME. ADVICE OR INFORMATION RECEIVED VIA THE EITR WEBSITES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. THE EITR AFFILIATES AND/OR THEIR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED WITHIN THE EITR WEBSITES FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EITR AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, AND NON-INFRINGEMENT. YOU SPECIFICALLY AGREE THAT THE EITR AFFILIATES SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE EITR WEBSITES. YOU SPECIFICALLY AGREE THAT

THE EITR AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT THE EITR AFFILIATES ARE NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN A EITR WEBSITE BY ANY THIRD-PARTY.

THE EITR AFFILIATES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE EITR AFFILIATES AND/OR THEIR EMPLOYEES, PARENTS, SUBSIDIARIES, CONTRACTORS, AGENTS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE EITR WEBSITES, WITH THE DELAY OR INABILITY TO USE THE EITR WEBSITES OR RELATED SERVICES, THE PROVISION OF, OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE EITR WEBSITES, OR OTHERWISE ARISING OUT OF THE USE OF THE EITR WEBSITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE EITR AFFILIATES OR ANY OF THEIR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE EITR WEBSITES, OR WITH ANY OF THIS USER AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE EITR WEBSITES.

STORAGE SPACE AND OTHER LIMITATIONS

You agree that EITR may establish limits concerning use of any EITR service offered on a EITR Website, including without limitation the maximum number of days that e-mail messages will be retained, the maximum number of e-mail messages that may be sent, the maximum size of an e-mail message that may be sent from or received by an account on any EITR Website or service, the maximum disk space that will be allotted on EITR's servers on your behalf, and the maximum number of times and duration you may access any EITR Website in a given period of time.

You agree that the EITR Affiliates have no responsibility or liability for the deletion, corruption, or failure to store any messages or other content maintained or transmitted by any EITR Website. You acknowledge that EITR reserves the right to log off accounts that are inactive for an extended period of time.

EITR MAKES NO WARRANTY THAT ANY EITR WEBSITES OR ANY EITR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

GENERAL

This User Agreement is governed by the laws of the State of Florida, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in the City of Orlando, Orange County, Florida, U.S.A., in all disputes arising out of or relating to the use of the EITR Websites. You agree that no joint venture, partnership, employment, or agency relationship exists between you and EITR as a result of this User Agreement or use of the EITR Websites. You agree to indemnify and hold EITR, the EITR Affiliates, their respective parents, subsidiaries, affiliates, officers, and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third-party due to or arising out of your use of or conduct on the EITR Websites. EITR reserves the right to disclose any personal information about you or your use of the EITR Websites, including its contents, without your prior permission if EITR has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of the EITR Affiliates or their affiliated companies; (3) enforce this User Agreement or any other agreement relating to your use of any EITR Websites; or (4) act to protect the interests of its partners and affiliates or others. EITR's performance of this User Agreement is subject to existing laws and legal process, and nothing contained in this User Agreement is in derogation of EITR's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the EITR Websites or information provided to or gathered by EITR with respect to such use. If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the User Agreement shall continue in effect. Unless otherwise specified herein, this User Agreement constitutes the entire agreement between the user and EITR with respect to the EITR Websites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and EITR with respect to the EITR Websites. No waiver of any breach of any provision of this User Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. A printed version of this User Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this User Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

NOTICE FOR CALIFORNIA CONSUMERS

Under California Civil Code Section 1789.3, California users of the EITR Websites are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted and complaints may be filed online at www.dca.ca.gov/ or call 800.952.5210 to have a complaint form mailed to you.

Additionally, California Law requires a business to notify any California resident whose unencrypted PII as obtained or reasonably believed to have been acquired by an unauthorized person. In the event of a single security breach involving more than 500 California residents, the business is required to submit a sample copy of the security breach notification to the California Attorney General (California Civil Code s. 1798.29(a)).

ACKNOWLEDGEMENT

BY ACCESSING THE EITR WEBSITES AND/OR UTILIZING ANY RELATED EITR SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS USER AGREEMENT AND AGREE TO BE BOUND BY THE SAME.

CONTACTS

If you have any comments, questions, or concerns about this User Agreement, please contact us at info@hunterspointagency.com.

EITR SMS TERMS & CONDITIONS

1. By submitting your phone number in a EITR web form, you consent to receive one or more automated texts at the phone number from which you texted or at the phone number you entered in the form.
2. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator. SMS MESSAGE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.
3. Data obtained from you in connection with this SMS service may include your cell phone number, your carrier’s name, and the date, time and content of your messages, as well as other information that you provide. We may use this information to contact you and to provide the services you request from us.
4. By subscribing, you consent to receive real time news and updates on lineup announcements, ticket on-sale’s, contests, and promotions from EITR and expect up to 3 messages / month.
5. By subscribing or otherwise using the service, you acknowledge and agree that we will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.
6. To cancel your SMS subscriptions, text STOP to 75787 in reply to a text message you receive. You may receive a subsequent message confirming your opt-out request.
7. For additional help, text HELP to 75787 in reply to a text message you receive.
8. Message and Data Rates May Apply

9. T-Mobile® is not liable for delayed or undelivered messages.
10. United States Participating Carriers Include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile and others.

Our privacy policy is as at: [\[hyperlink to privacy policy\]](#)

Customer Support: info@hunterspointagency.com