

PLANETXXI, LLC WEBSITE TERMS AND CONDITIONS

All visitors to and users of the PLANETXXI Website, planetxxi.com, (collectively “Users”) **are subject to these terms**, which are subject to change at any time by our posting an amended, revised or different version on our website. By viewing, navigating or using the website, posting content or making a purchase or participating in any PLANETXXI activity or forum (any of these and all of them collectively are referred to as “Using the Website”), Users are agreeing to be bound by these terms, as amended, revised or in a different version. When Users are Using the Website they are also agreeing to comply with the terms of any third parties that PLANETXXI uses in the course of operating and maintaining the website or who otherwise provide services to PLANETXXI.

COMPLIANCE

PLANETXXI can terminate any User’s access to the website if a User does not comply with these terms, does not agree to our privacy policy, provides any false or inaccurate information to PLANETXXI, violates any statute, law, regulation or ordinance that relates to Using the Website, or if PLANETXXI otherwise believes in its reasonable judgment that a User has or may have violated any of these terms, conditions or guidelines, or any applicable law, statute, regulation or ordinance. PLANETXXI may notify law enforcement and pursue criminal and/or civil liability.

WHAT YOU NEED TO DO

This is what PLANETXXI requires of every User when Using the Website:

- Provide only ideas and content that are yours and that you have the right to upload or otherwise share, That may require getting permission from the person or entity who owns the ideas or content.
- If you are uploading or referencing any ideas that are not yours, make clear they are not yours and provide recognition/attribution to the person who created the content or gave you the idea.
- Great things happen when Cybernauts collaborate and ideas and content are shared and others can build on the content, BUT Users should only share what they are willing to let others adapt, modify or use as inspiration for other things they or PLANETXXI may create.
- If you are purchasing anything and you are under 18, you can only make a purchase with your parent or guardian’s permission.
- You will comply with the laws, statutes, regulations and ordinances when you are Using the Website.

Here are the things that we prohibit Users from doing:

- Acting in a way that would compromise the security of the website or other Users’ information or content.
- Using any information or content shown on or accessible through the website for any purpose other than that intended and permitted by PLANETXXI.
- Taking content (other than content you originally posted) from the website and posting it in on another website or medium or using it for another purpose.

- Attempting to circumvent the website's security or operation, or introducing any malware in to or through the website.
- Communicating with or arranging to meet any Cybernaut who is or might be under the age of 18 outside of any PLANETXXI activity or forum.
- Attempting to change any other user's credentials, information or content.
- Doing anything that could be considered as infringing any intellectual property or other rights of PLANETXXI, its officers, directors, employees or representatives or which could result in a loss of any rights any of them has or may have in the future.

PRIVACY POLICY

PLANETXXI maintains a separate policy, its Privacy Policy, that covers its collection and use of personal information. Users agree to the terms of that policy, as they are currently published and as they may be amended, modified or changed.

POSTING CONTENT TO THE WEBSITE

When Users post content or information to the website in any format, or otherwise make it available to PLANETXXI through any means, including through the website or in forums that PLANETXXI organizes, Users are agreeing that it will be shared with others and will be available to all visitors to the website to view, download, and to use for any purpose without restrictions. Users grant PLANETXXI a perpetual, irrevocable, royalty free, worldwide license with the right to grant sublicenses, for such unrestricted use in any media with the right to make new works and derivative works. This license includes the right to further disseminate, modify and/or combine it with other content or information in any media, without attribution or payment to any User or any other person or entity. The license also includes the right for PLANETXXI to post the content on third party sites such as Facebook and YouTube. If a User does not want their content to be available or used as described in our policies and these terms and conditions, the User should not share or post it. Users are under no obligation to share or post content or other information and can visit the website and participate in PLANETXXI programs in most cases without doing so.

If content is posted to third party websites like Facebook or YouTube, either directly or through the PLANETXXI website, the privacy policies and terms and conditions of those websites will apply.

PLANETXXI reserves the right to refuse to post any content or material submitted to it for posting and to take down any content that is uploaded or posted to our website or otherwise shown on it, without prior notice and without any reason.

DISCLAIMER OF WARRANTY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE WEBSITE, ITS CONTENT AND FUNCTIONALITY, RELATED DOCUMENTATION, AND PRODUCTS AND SERVICES ARE PROVIDED ON AN AS-IS BASIS WITH NO WARRANTIES, AND ARE NOT COVERED BY ANY WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, PLANETXXI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. PLANETXXI MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY

CONTENT OR INFORMATION TRANSMITTED OR ACCESSED THROUGH THE WEBSITE, OR ANY CONTENT POSTED BY PLANETXXI OR ANY OTHER USER OR THIRD PARTY ON OR ACCESSIBLE THROUGH THE WEBSITE.

PLANETXXI MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE WILL BE ACCESSIBLE AT ALL TIMES, WILL FUNCTION ERROR FREE OR UNINTERRUPTED OR WILL BE SECURE OR FREE FROM VIRUSES, OR THAT USER CONTENT AND OTHER INFORMATION OR CONTENT POSTED TO AND/OR TRANSMITTED OR RECEIVED VIA THE WEBSITE (WHETHER STORED ON A SERVER RUN BY PLANETXXI OR A THIRD PARTY) WILL BE SECURE OR UNCORRUPTED.

PLANETXXI WILL HAVE NO RESPONSIBILITY OR LIABILITY TO USER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY OF ANY KIND ALLEGEDLY ARISING FROM OR RELATED TO (A) LOST OR CORRUPTED DATA, (B) ERRORS, INACCURACIES OR OMISSIONS ON THE WEBSITE OR IN ANY CONTENT OR ANY INFORMATION ACCESSED BY, PROVIDED OR AVAILABLE TO USERS, (C) ERRORS, DELAYS, INACCURACIES, OR OMISSIONS IN THE PROCESSING OR TRANSMISSION OF DATA, OR (D) ANY UNAUTHORIZED ACCESS TO USERS' INFORMATION OR CONTENT, HOWEVER ARISING, EVEN IF USER(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

Each User acknowledges that they have not relied upon any warranty or representation of any kind by PLANETXXI. Users understand that the Website may have defects or deficiencies which cannot or will not be corrected by PLANETXXI and that PLANETXXI is under no obligation to correct such defects or deficiencies, but may do so at its sole discretion. Users acknowledge that other users or visitors to the website who post content are solely responsible for the content and agree that PLANETXXI has no liability for any errors, omissions, inaccuracies, violations of any rights of any third party or any actual or alleged intellectual property infringement, in any such content or any other information that any user, visitor to the website, PLANETXXI or a third party post, upload, provide, transmit or make accessible.

LIMITATION OF LIABILITY

IN ADDITION TO THE OTHER LIMITATIONS CONTAINED IN THIS AGREEMENT, PLANETXXI'S LIABILITY FOR DAMAGES (WHETHER IN CONTRACT OR TORT) ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP IT HAS WITH USERS, THE WEBSITE, ANY CONTENT POSTED ON, TRANSMITTED THROUGH OR ACCESSIBLE ON THE WEBSITE, THE PROVISION OR NON-PROVISION OF PRODUCTS OR SERVICES, OR THE USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE, SHALL NOT EXCEED THE LESSER OF (I) AMOUNT PAID FOR THE PRODUCT OR SERVICE IF THE CLAIM RELATES TO A PURCHASE. OR (II) TEN US DOLLARS (\$ 10.00) IN THE AGGREGATE ACROSS ALL CLAIMS A USER MAY ASSERT.

THESE LIMITATIONS WILL APPLY TO ALL LIABILITY FOR A CLAIM ASSERTED THAT ARISES OUT OF THE SAME FACTS OR OCCURRENCE REGARDLESS OF THE NUMBER OF PERSONS OR ENTITIES ASSERTING THE CLAIM.

THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS AGREEMENT. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. USERS AND VISITORS TO THE WEBSITE

ACKNOWLEDGE THAT WITHOUT AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, ANY FEES CHARGED FOR WEBSITE ACCESS, CONTENT, PROGRAMS, PRODUCTS AND SERVICES WOULD BE HIGHER, AND ANY SERVICE OR PRODUCTS MADE AVAILABLE WITHOUT CHARGE WOULD REQUIRE PAYMENT OF A FEE..

LIMITATION ON DAMAGES

PLANETXXI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

Each User understands and agrees that their access and use of the website is at their own risk and that they will be solely responsible for any damage to their computer or system or loss or data that may result from use or downloading any content or other information and content from the website.

INDEMNIFICATION

Each User agrees to indemnify, hold PLANETXXI and its service providers harmless, and be solely responsible for, all reasonable fees (including attorneys' fees), expenses, costs, claims, settlements, judgments and/or damages owed or alleged to be owing that allegedly arise out of or are related in any way to (i) any allegation, action or suit brought or asserted by or on behalf of any person or entity whose rights have been or have been violated by any content posted or modified by a User, or any statements made or information disseminated or exchanged through the website, (ii) any content, information or data accessed or used, or attempted to be access or use, or any content or information, uploaded by the User, (iii) use or misuse of any content or information on or accessible through the website, (iv) participation in any forum, chat, program, activity or event sponsored by PLANETXXI or any third party with whom PLANETXXI has a relationship, (v) any dealings, communication, interaction or relationship with any third party on, through or in connection with the website or PLANETXXI, (v) any violation of or failure to comply with PLANETXXI's terms and conditions, privacy policy, policies or guidelines, or (vi) any violation of any law, statute or regulation.

TERMINATION OF ACCESS

PLANETXXI can terminate any User's access to the website and/or their participation in forum, chat, program, activity or event sponsored by PLANETXXI or any third party with whom PLANETXXI has a relationship, if, or if PLANETXXI suspects that, a User has violated any of PLANETXXI's policies, terms and conditions, and guidelines, including these terms and conditions and its Privacy Policy, or any law, statute, regulation or ordinance.

APPLICABLE LAW; DISPUTE RESOLUTION

All disputes and PLANETXXI's policies, terms and conditions, and guidelines, including these terms and conditions and its Privacy Policy, shall be governed by the laws of, the State of Illinois, without regard to its choice of laws or conflicts of laws provisions, and the state courts in Cook County and the Federal Courts for the Northern District of Illinois will have exclusive jurisdiction and venue of such actions. The Users and PLANETXXI agree to waive their right to a trial by jury.