

By using Twitterham at <http://Twitterham.com> (the "Service"), a service of Twitterham marketing llc., you accept the following terms and conditions (the "Terms of Service"). Please also be aware of the Privacy Policy located on Twitterham. Usage of the service is also governed by the privacy policy. In case of inconsistency between the TOS and the privacy policy, these terms of service shall prevail.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such an event, "you" and "your" will refer and apply to that company or other legal entity.

Third Party Websites

The Service may contain links to third party websites that are not owned or controlled by Twitterham. Twitterham has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites. In addition, Twitterham will not and cannot censor or edit the content of any third party site. By using the Service you expressly relieve Twitterham from any and all liability arising from your use of any third party website, service or entity

ELIGIBILITY

By using the service, you affirm that you are 18 years of age or older, or are an emancipated minor, or possess legal parental or guardian consent, and are competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. You affirm that you are over the age of 13, as the Service is not intended for children under the age of 13.

USER REGISTRATION OBLIGATIONS

You agree that any and all information provided during the registration process ("Registration Data") is true, accurate, up to date and complete. You also agree to update and maintain Registration Data so that it is true, accurate, up-to-date and complete. Twitterham reserves the right to suspend or terminate your account, in whole or in part, or prohibit your further use of the Service, at any time. By posting your Twitterham Sponsored Likes on other platforms such as Twitter, YouTube, Blogger etc you agree to abide by the terms and policies set by these platforms for these kinds of content.

MEMBER ACCOUNT, PASSWORD, AND SECURITY

Upon completing the registration process you will receive a password and account ID. You and you alone are solely responsible for maintaining the confidentiality of your password and information associated with your account that you desire to remain confidential. You also agree that you are responsible for any and all activities that may take place, or occur under your password and account. You further agree to notify Twitterham in the event your password or account has been used without the proper authorization or there are other breaches of security of which you become aware. You also agree to exit from your account at the end of each session with the Service. Twitterham will not be responsible or liable for any loss or damage incurred, or later arising from your failure to comply with this section. Twitterham prohibits the sale or transfer of control of any Twitterham account by the registered account holder to any other individual or party.

COPYRIGHT

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Twitterham policy regarding DMCA compliance is located at:

<http://webzoom.freewebs.com/twitterham/DMCA%20%20twitterham-2.pdf>

DISCLAIMERS

THE SERVICE AND THE SOFTWARE ARE MADE AVAILABLE TO YOU FOR YOUR CONVENIENCE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TWITTERHAM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR WARRANTIES (INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, RELIABILITY OR NON-INFRINGEMENT) REGARDING THE USE OR THE RESULTS OF THE USE OR THE CONTENTS OF THE SERVICE OR THE SOFTWARE. Twitterham does not warrant or represent that the Software will be free of all viruses. You understand that the Service and the Software are still alpha/beta versions and may not perform with complete functionality, may be undergoing testing, may be inconsistently available, may have software "bugs" and may have other issues affecting availability and functionality. In addition to all other disclaimers and limitations of liability contained in these Terms of Use, you specifically agree that Twitterham is not liable for any of the above issues. Moreover, you understand that Twitterham does not warrant or represent that the Service and/or the Software will work on all mobile phones, will be compatible with all mobile phone networks and/or will be available in all geographical areas.

INDEMNITY

You agree to indemnify and hold harmless Twitterham, its affiliates, officers, agents, partners, and employees from any claim, action, demand, loss or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to the Content you Upload, your use of the Service, your violation of these Terms of Service, or your violation of any rights of a third party.

LIMITATION OF LIABILITY

- Twitterham SHALL NOT BE LIABLE IN ANY EVENT FOR ANY LOSS OR DAMAGE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SERVICE OR THE SOFTWARE, OR THE RESULTS OR THE CONTENTS THEREOF, TO THE GREATEST EXTENT PERMITTED BY LAW. NOR SHALL THE OFFICERS, DIRECTORS EMPLOYEES, OR AGENTS OF TWITTERHAM BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (iv) ANY

- INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
- FURTHER, YOU SPECIFICALLY ACKNOWLEDGE THAT MYLIKES WILL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH THE USER.
- IF YOU ARE DISSATISFIED WITH THE SERVICE OR THE SOFTWARE, OR HAVE ANY OTHER DISPUTES OR CLAIMS WITH OR AGAINST MYLIKES WITH RESPECT TO THE SERVICE OR THE SOFTWARE OR THESE TERMS OF USE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND/OR THE SOFTWARE.
- TWITTERHAM SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES REGARDLESS OF THE TYPE OF CLAIM (E.G. PRODUCT LIABILITY, EMOTIONAL DISTRESS, ETC.).
- ANY DIRECT DAMAGES AWARDED SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO Twitterham, OR \$100 IF NO FEES TO TWITTERHAM HAVE BEEN PAID.
- THE SERVICE IS CONTROLLED AND OFFERED BY TWITTERHAM FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. NO PART OF THE SERVICE SHALL BE CONSTRUED TO REPRESENT THAT THE SERVICE IS APPROPRIATE OR AVAILABLE IN OTHER JURISDICTIONS AND USERS WHO ACCESS OR USE THE SERVICE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE LOCAL LAW.

YOUR CONDUCT AND CONTENT

- As a user of the Twitterham service you may upload, submit or create content to the service including text and video. You understand that Twitterham does not guarantee any confidentiality with respect to the Content you submit.
- You (the User) shall be solely responsible for the Content submitted to the Service on by you or on your behalf. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; an you license to

Twitterham all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.

- You further agree that Content submitted by you or on your behalf to the Service will not contain third-party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or are otherwise legally entitled to post the material and to grant Twitterham all relevant licenses and permissions.
- Twitterham does not endorse any Content submitted to the Service by any user or any other licensor, or any opinion, recommendation, or advice expressed therein, and Twitterham expressly disclaims any and all liability in connection with Content. Twitterham does not permit copyright infringing activities of any kind including infringement of intellectual property rights on the Service, and Twitterham will remove all Content if and when the Service is properly notified that infringing Content exists on the service. Twitterham reserves the right to remove any Content at any Time without prior notice.

PROHIBITED USES

You shall not, and shall not authorize or encourage any third party to:

- directly or indirectly generate queries, Referral Events, or impressions of or clicks on any Sponsored Like link through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the unauthorized use of other search engine optimization services and/or software;
- edit, modify, filter, truncate or change the order of the information contained in any Sponsored Like Link ;
- frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by an end user after clicking on any part of an Sponsored Like ("Advertiser Page");
- redirect an end user away from any Advertiser Page provide a version of the Advertiser Page that is different from the page an end user would access by going directly to the Advertiser Page;
- display any Sponsored Like(s) any Web page or any Web site that contains any hate-related, violent, pornographic, adult or illegal content;
- directly or indirectly access, launch, and/or activate Sponsored Like in any software application, Web site, or other means other than Your Property(ies), your Twitter account and then only to the extent expressly permitted by this Agreement;
- "crawl", "spider", index or in any non-transitory manner store or cache information obtained from any Sponsored Like;

- disseminate malware;
- Steal, copy or any way replicate content on twitterham and like websites.
- Get your account suspended by Twitter. Twitter suspension will automatically cause twitterham suspension
- create a new account to use the Program after Twitterham has terminated this Agreement with You as a result of your breach of this Agreement;
- engage in any action or practice that reflects poorly on Twitterham or otherwise disparages or devalues Twitterham reputation or goodwill.
- any attempt to artificially generate clicks on your Sponsored Likes using automated software or by explicitly asking people to click on your Sponsored Likes.
- Willfully post or create content disparaging a particular advertiser
- Willfully violate the terms and conditions of any of the platforms we work with including Twitter, Tumblr and YouTube.
- Attempt to dis-intermediate content publishers or advertisers from the Twitterham service.
- act in any way that violates any Program Policies posted on the Twitterham Web Site, as may be revised from time to time, or any other agreement between You and Twitterham;

FTC ENDORSEMENT GUIDELINES

You acknowledge that you have read and will abide by the following guidelines - Using Twitterham to post all sponsored likes will ensure that you abide by these guidelines.

You acknowledge that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that we may pursue any and all applicable legal and equitable remedies against You, including an immediate suspension or termination of Your account or termination of this Agreement, and the pursuit of all available civil or criminal remedies. You also acknowledge that Once an account is suspended or terminated, all pending earnings on that account will be forfeited.

EARNINGS ON Twitterham

You agree to provide twitterham with information to enable remittance of your earnings on the site. This information may include:

- Tax ID information of the user

- Legal name of the user
- Address of the user

All earnings on Twitterham which haven't been claimed within 90 days by providing such information on the website will be forfeited. The amount you earn on Twitterham is determined based on how effective your sponsored likes are to the advertiser. The amount you will be shown initially is just an estimate of how much you will get paid. The actual amount will be computed and displayed to you on your dashboard. This amount may change after final review is completed. Please refer to our FAQ for more details.

NOTICES FROM Twitterham

From time to time, Twitterham may send notices to you via email or regular mail, or display notices or links to notices on the Service. We encourage you to read these notices and check for them on a regular basis, because these notices will apply to you and your account immediately upon posting, whether or not you actually review them.

We are continuously developing the features and functionality of Twitterham. Consequently, we reserve the right to modify these terms of service at any time at our sole discretion. You agree to be bound to such alterations when you use Twitterham and the alterations shall be effective at the time of posting on Twitterham. It is important that you review these Terms of Service regularly on Twitterham to ensure you are updated on any modifications to these terms. If you are dissatisfied with or do not agree to abide by any altered Terms of Service, your sole remedy should be to close your account on Twitterham and discontinue use of our service. If you close your account Likes associated with your name will be marked as Anonymous and be disassociated with your account. All user statistics when you request account removal will be reset on removal of your account.

PAYMENT

Twitterham reserves the right to charge credit cards or otherwise process payment for services rendered. By using the Service, the user agrees to pay any fees accrued. All amounts listed on Twitterham are in US Dollars (USD).

GENERAL

You agree that: (i) the Service shall be deemed solely based in Georgia; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over twitterham.. These Terms of Service shall be governed by the internal substantive laws of the State of Georgia, without respect to its conflict of laws principles. Any claim or dispute between you and Twitterham that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Decalb County, Georgia. These Terms of Service, together with the Privacy Notice at mylikes.com/privacy and any other legal notices published by Twitterham on the Service, shall constitute the entire agreement between you and Twitterham concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Twitterham failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Twitterham reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND MYLIKES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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