



## **TERMS OF USE**

(November 10, 2015 Version)

1<sup>st</sup> Citizen LLC operates this website. By using our website in any way, you accept these Terms of Use (“Terms”). Please read these Terms carefully. By accessing or using our website, you are bound by these Terms. If you do not agree to all of these Terms, do not access or use the website. These Terms may change at any time, for any reason, and at our sole discretion. You should refer to these Terms periodically to become acquainted with any changes.

Our Privacy Policy is a separate document that explains how we collect, use, and disclose personally identifiable information. Questions about our Privacy Policy (considered part of these Terms) should be directed through our website Contact Us Page.

### **Who May Use Our Website**

We do not knowingly collect any personal identifiable information from underage persons. You are permitted to use our website for your own personal, non-commercial purposes. This permission is personal to you and may not be assigned or sub-licensed to anyone else.

Except as expressly permitted by 1<sup>st</sup> Citizen LLC in writing, you will not reproduce, redistribute, sell, create derivative works from, de-compile, reverse engineer, or disassemble our website. Unless otherwise indicated, all website content and other materials, including logos, designs, texts, graphics, pictures, data, software, and other files are the property of 1<sup>st</sup> Citizen LLC, its licensors, or users, and are protected by law. Nor will you take any measures to interfere with or damage our website. All rights not expressly granted by 1<sup>st</sup> Citizen LLC are reserved.

### **Licenses Granted by You**

You grant 1<sup>st</sup> Citizen LLC a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your content. You further grant all users of our website permission to view your content for their personal, non-commercial purposes.

### **Code of Conduct (Prohibited Activities)**

Our website may include interactive Services. You are solely responsible for your use of these Services and use them at your own risk. In using our website, you will not: 1) act in a deceptive manner by, among other things, impersonating any person, 2) express or imply that any statements you make are endorsed by 1<sup>st</sup> Citizen LLC without our specific prior written consent, 3) distribute spam, and will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents, 4) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights, 5) harass or stalk any other person, 6) harm or exploit minors, 7) collect information about others, 8) interfere with or disrupt the Services or the site or the servers or networks connected to the Services or the site, 9) post, eMail or otherwise transmit 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.

1<sup>st</sup> Citizen LLC has the right, but not the obligation, to monitor all conduct on and content submitted to our website. 1<sup>st</sup> Citizen LLC has absolute discretion to remove, screen, or edit any content posted or stored on its website at any time for any reason. You are solely responsible for backing up and replacing any information you post at your sole expense.

## **Terms of Use (continued)**

### **Disclaimers (Limitation of Liability)**

You are solely responsible for your interactions while on the website. In no event shall 1<sup>st</sup> Citizen LLC be liable for any damages whatsoever whether direct, indirect, general, special, exemplary, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of our website (including without limitation interruptions deletion of files, eMail, errors, defects, computer diruses, bodily injury, death, emotional distress, and/or any other damages resulting from the use of our website). You agree to take all reasonable precautions in all interactions with other users of our website.

### **Expressed Warranties ... Or Not**

Our website is provided on an “as is” and “as available” basis. Therefore, you use the site at your own risk. 1<sup>st</sup> Citizen LLC expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, 1<sup>st</sup> Citizen LLC makes no representations or warranties: 1) that the website be uninterrupted or error-free, 2) concerning any content submitted by any user, 3) concerning any third party’s use of content that you submit, 4) that any content you submit will be made available on the website or will be stored by us, 5) we will continue to support any particular feature of our website, 6) concerning sites and resources outside of the website, even if linked from our website. To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the website, and no warranties shall apply after such period.

### **Content Restrictions**

You are solely responsible for the content that you publish or display (hereinafter, “post”) on social media, or transmit to other users. You will not post on social media, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or ill material, or any material that infringes or violates another party’s rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to 1<sup>st</sup> Citizen LLC or to any other user. If information provided on our website, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. The following is a partial list of content you may not upload, post, or transmit (collectively, “submit”); content that: 1) is patently offensive to the online community, 2) harasses or advocates harassment of another person, 3) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous, 4) solicits personal information from anyone underage, 5) contains explicit content, 6) provides instructional information about illegal activities, violating someone’s privacy or right of publicity, or providing or creating computer viruses 7) involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing or “spamming,” 8) promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files, 9) solicits passwords or personal identifying information for commercial or unlawful purposes from other users, 10) engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes, 11) is, in the sole judgment of 1<sup>st</sup> Citizen LLC, objectionable or which restricts or in any way inhibits any person from using our website, 12) exposes or may expose 1<sup>st</sup> Citizen LLC to any liability of any type, 13) or infringes any third party’s copyrights or other rights (e.g., trademark, privacy rights, publicity rights, etc.). Your use of the social media, including but not limited to the content you post, must be in accordance with any and all applicable laws and regulations. You may not include in your user profile any telephone numbers, street addresses, last names, URLs or eMail addresses.

## **Terms of Use (continued)**

### **Your Representations and Warranties**

For content submitted by you, you represent and warrant that: 1) you have the right to submit the content to our website and grant the permissions set forth above, 2) you will not need to obtain any third party permissions or pay royalties to any third party, 3) the content does not infringe any third party's rights, including intellectual property rights and privacy rights, and 4) the content complies with these Terms and all applicable laws.

### **Indemnification**

You will indemnify, defend, and hold harmless 1<sup>st</sup> Citizen LLC and its employees, vendors, Service providers, consultants, independent contractors, and agents from and against any claims, damages, costs, liabilities, and expenses (including, but limited to, attorneys' fees) that 1) arise from your activities on our website, 2) assert a violation by you of any term of these Terms, or 3) assert that any content you submitted to us violates any law or infringes any third party right, including any intellectual property or privacy right.

### **Third Party Copyrights and Other Rights Copyright Policy**

1<sup>st</sup> Citizen LLC respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that the materials they upload to our website do not infringe any third party copyright. 1<sup>st</sup> Citizen LLC will promptly remove materials if properly notified that the materials infringe a third party's copyright. In addition, we may, in appropriate circumstances, seek to terminate the accounts of repeat copyright infringers.

### **Takedown Notice**

If you believe that your material has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information: 1) your name, address, telephone number, and eMail address (if any), 2) a description of the copyrighted work that you claim has been infringed, 3) a description (sufficient for us to locate the material) of where the material that you claim is infringing is located on our website, 4) a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law. 5) a statement by you that the information in your notice is accurate and, UNDER PENALTY OF PERJURY, you are the copyright owner or authorized to act on the copyright owner's behalf, 6) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest. You may coordinate submittal of this information through our website Contact Us Page. Conversely, if you believe that material has been removed by mistake or misidentification, please provide 1<sup>st</sup> Citizen LLC a written notice for proper procedures.

### **General Provisions**

**Governing Law:** these Terms shall be governed by the laws of the State of Maryland, United States of America, without regard to principles of conflicts of law.

**Disputes:** any action arising out of or relating to these Terms or your use of our website must be commenced in the state or federal courts located in Baltimore, Maryland, United States of America (and you consent to the jurisdiction of those courts). In any such action, 1<sup>st</sup> Citizen LLC and you irrevocably waive any right to a trial by jury.

**Interpretation / Severability / Waiver / Remedies:** headings are for convenience only and shall not be used to construe the terms of these Terms. If any term of this document is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from these Terms. No failure or delay by 1<sup>st</sup> Citizen LLC in exercising any right hereunder will waive any further exercise of that right. 1<sup>st</sup> Citizen LLC's rights and remedies hereunder are cumulative and not exclusive.

### **Terms of Use (continued)**

Successors / Assignment / No 3<sup>rd</sup> Party Beneficiaries: these terms are binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign these Terms without 1<sup>st</sup> Citizen LLC's prior written consent. No third party shall have any rights hereunder.

Notices: you consent to receive all communications including notices, agreements, disclosures, or other information from 1<sup>st</sup> Citizen LLC electronically. 1<sup>st</sup> Citizen LLC may provide all such communications by eMail or by posting them on our website. Support-related inquiries or notices of a legal nature may be sent to us at our Contact Us Page. Nothing herein shall limit 1<sup>st</sup> Citizen LLC's right to object to subpoenas, claims, or other demands.

### **Modification (Entire Agreement)**

These Terms may not be modified except by revised Terms posted by 1<sup>st</sup> Citizen LLC on our website. A revised Terms will be effective as of the date it is posted. These Terms constitute the entire understanding between 1<sup>st</sup> Citizen LLC and you concerning the subject matter hereof and supersedes all prior Terms and understandings regarding the same.