

TERMS & CONDITIONS

Paul Kolberg

1. Acknowledgment and Acceptance of Terms of Use.

Welcome to “paulkolberg.com” (the “Site”). The Site, which is operated by “Marmalade Jam Group Limited” (the “Company”), the membership program (the “Program”) and the services (the “Services”) offered at the Site are provided to you only on the terms and conditions described in these Terms of Use. **By using the site or any of the services, you agree to be bound by all of the terms and conditions set forth below as if you had signed a written agreement. Please review these terms of use carefully.** If you do not agree to these terms, you should not use the Site or any of the Services. The Terms of Use for this Site may be revised at any time by the Company without any specific notice to you. The latest and most current version of the Terms of Use will be posted on this Site and available for your review at any time. Therefore it is your responsibility to review these Terms of Use often. The term “you” or “user” refers to all individuals and entities accessing this Site for any reason; a “Member” is someone who has registered with the Site in order to receive Services. Use of the Site and the Services is void where prohibited.

2. Lawful Use and Purpose

A) You shall use the Services for lawful purposes only. You shall not post or transmit through the Site any material that violates or infringes in any way upon the legally recognized rights of others, that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, that constitutes hate speech intended to insult any race, skin colour, religion, sexual orientation, or national origin, or otherwise encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law, or that contains any computer viruses or computer programs that are intended to damage, detrimentally interfere with, or surreptitiously intercept or expropriate any system data or information. Your use of the Program and the Services are made available for your personal non-commercial use only. You may not use the Program to sell a product or service or to increase traffic to your website for commercial purposes, to advertise or perform any commercial solicitation, to become users, members or customers of other services. You may not “meta-search” the Site.

B) You are solely responsible for all User Content (as defined in the next sentence) that you upload, post, email, transmit or otherwise make available on or through the Services (collectively, "Post"). "User Content" means User-

Posted content or information of any type or medium, including but not limited to: letters, emails or other messages; other forms of communication through the Services; personal User information; board posts; reader reviews; blogs, data, notes and testimonials; poll votes; images; audio or video files; and software. You may Post only User Content which you own, have created or which you have clear permission to Post. You acknowledge and agree that neither the Company nor “Paul Kolberg” endorse any User Content and is not responsible or liable for any User Content, even though it may be unlawful, harassing, libellous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or may infringe upon the intellectual property or other rights of another. You acknowledge that neither the Company nor “Paul Kolberg” pre-screen User Content, and has no obligation to do so, but that the Company and/or “Paul Kolberg” and designees will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any User Content that is posted on or through the Service.

3. Ownership

Unless otherwise expressly noted, all materials, without limitation, all images, illustrations, designs, icons, photographs, software, video clips, and written and other materials that are part of the Program, including, without limitation, the Services, are protected by copyright, trademarks, trade secret and patent rights, trade dress and/or other intellectual properties owned by or licensed to the Company. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such copying. You agree that you will not alter or remove any copyright notice or proprietary legend contained in the Web site and you agree that any copy made shall include the Company and/or “Paul Kolberg” or any third party provider’s copyright notice or any other notice included therein. No other permission is granted to you from the previous sentence. “Paul Kolberg” and “Marmalade Publishing”, “Marmalade Jam Productions”, “Marmalade Jam Group” and others are the Company’s service marks or registered service marks or trademarks. Other product and company names mentioned on the Site may be trademarks of their respective owners. You agree not to use any robot, spider or other automatic device, nor may you use any process to monitor materials available through the Site without our express authorization. You agree not to derive or attempt to derive any source code, source files or structure of all or any portion of the Site contents by reverse engineering, disassembly, decompiling or otherwise. Further, you may not use the Site in a manner that violates any law of England & Wales regulating email, facsimile transmissions or telephone solicitations; nor export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of England & Wales.

4. Password

You will access your account through the Site by means of a protected Login ID/Password that you will select. It is your responsibility to guard this information and keep it confidential. Therefore, you authorize the Company to treat any resulting transactions, obligations or liabilities as if you used the Services and the Program yourself.

5. Modification.

The Company may from time to time change the terms and conditions and/or rules that govern your membership in the Program (including, without limitation, your receipt or use of the Services) and/or use of the Site. This may include establishing policies and limitations concerning your personal journal hosted at the Site. You agree that the Company shall not be liable to you or any third party for any modification, suspension or discontinuance of any of the Services, any document, information or other content on the Site. The company may from time to time, without providing any notice, change, modify, substitute, add or delete any aspects of its business and operations, including, without limitation, any services provided thereunder, or fee structure, terms and conditions, applicable to your use of the site or any part thereunder. Such changed terms shall be effective immediately upon posting to the website. Any use of the program and/or the site by you after such notice shall be deemed to constitute acceptance by you of the changed terms.

6. Termination.

We may terminate or suspend your Membership, your access to all or part of the Site and/or your use of the Services, without notice and for any reason, including, but not limited to, for violation of the Terms of Use or engaging in any conduct that we, in our sole discretion, believe is in violation of any applicable law or regulation or is otherwise harmful to our interests or to the ethics of “paulkolberg.com”, another customer of the Site or any third party.

7. Non-transferable.

Your Membership and the right to use the Site is not transferable. Any password or right given to you to obtain information or documents through the use of the Services is not transferable. You may not disclose to or share your password with any third party or use your password for any unauthorized purposes.

8. Unsolicited Submissions.

We do not knowingly accept or consider creative ideas, suggestions or materials that we do not specifically request from you. We ask that you do not

submit or send any such materials directly to us. If you nevertheless send creative suggestions, ideas, notes, drawings, concepts, materials or other information (collectively, the “Material”) to us, such Material shall become our property, and we shall have the right to display, copy, use, sublicense, transmit, publicly perform and/or publish such Material for any purpose we desire, whether now or hereafter invented. In addition, you waive all “moral rights” in the Materials and agree that none of the Material shall be subject to any compensation, obligation of confidentiality on the part of the Company.

9. License to Us.

By submitting content to any public or non-public area of the Site, including message boards, forums, contests and chat rooms, you grant the Company and its affiliates the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content, and the right to license others to do the same. You also permit any user to access, display, view, store and reproduce such content for personal use or for the organization's internal use for the purposes described on the Site. Subject to the foregoing, the copyright owner of such content placed on the Site retains any and all rights that may exist in such content.

10. Copyright Infringement.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the following information, as required by the DMCA, EUCD (European Union Copyright Directive 2001), as amended or their respective equivalents from time to time: (a) an electronic or physical signature of the person authorized to act on behalf or the owner of the copyright interest; (b) identification of the copyrighted work that you claim has been infringed; (c) identification of the material that you claim is infringing and where such material is located on the Site; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Send the above information to info@marmaladepublishing.com

11. Links and Advertisers

The Site may contain links to other Websites. We are not responsible for the content, accuracy or opinions express in such Websites, and such Websites are

not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Website on our Site does not imply approval or endorsement of the linked Website by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk. The existence of a link to a third party's site does not constitute an endorsement or recommendation by the company beyond what might be specifically provided for. The site may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the site is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials. The company disclaims all liability for any loss or damages arising from the content or provision of services of any third-party service or resource. Third party content may appear on the site or may be accessible via links from the site. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the site. You understand that the information and opinions in the third-party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our belief.

12. Disclaimer and Limitation of Liability

All information on the site is subject to change without notice. The company does not warrant the accuracy of information contained on its constituent web sites or those of third parties. Nothing on the site intended to be construed as medical advice; users should seek the advice of a qualified medical practitioner before engaging in any health-related regimen. All services provided by the company through the program and on the site are provided "as is" to the maximum extent possible by law. The company disclaims all warranties express or implied, including the implied warranty of merchantability and fitness for a particular purpose and any warranty that the services supplied are of a reasonably acceptable quality. The company does not warrant that functions contained on the website will be uninterrupted or error- or virus-free. The company does not warrant or represent the use of the contents in terms of their correctness, accuracy, reliability, or otherwise. The company shall not be liable for any indirect, special, incidental, contingent, consequential, reliance, or special damages for harm to business, lost profits, lost savings or revenues. The company shall not be liable for unauthorized access by third parties to your transmission facilities or any similar equipment or for unauthorized access to or alteration, theft, loss, or destruction of you network, applications, data files, programs, procedures, or information through accident, fraud, or any other method. The company shall not be liable for any damage that you may suffer arising out of your use of, or inability to use, the services or facilities provided by "paulkolberg.com" and/or "marmaladepublishing.com" or the membership program, or in connection with the sale of products or services of other members or users via the web site, including without limitation the breach of

any obligation imposed on claims based on warranty, contract, tort, strict liability, or otherwise, even if we were aware of the possibility of such damages. Regardless of such charge, the company limitations of liability in all events is limited to, and shall not exceed, any fees paid to the program in the previous six (6) months. You acknowledge by your membership in the program and your use of services provided thereunder that such membership and use is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs in connection with your use of the site, and that the company shall not in any form whatsoever be liable for damages of any kind related to your use of the site. These limitations of liability shall apply regardless of the form of action, whether in contract, or tort, and shall survive failure of any exclusive remedy.

13. Indemnification

You agree to defend, indemnify and hold “Paul Kolberg”, the Company and the Program, its subsidiaries, affiliates, successors and assigns, and their respective shareholders, directors, officers, employees and agents harmless from and against any and all claims, damages, costs and expenses, including attorneys’ fees, arising from or relating to your improper use or receipt of the Program, the Services, or otherwise in connection with the Company, “Paul Kolberg”, the Site, the Program, or any violation by you of this Agreement including, without limitation, any errors, inaccuracies, misrepresentations or defects in any materials or information submitted by you.

14. User Information.

When you register for the Site or the Program, you will be asked to provide the Company with certain information including, without limitation, a valid email address (your “Information”). You represent and warrant that all Information provided by you is true and accurate. In addition to the terms and conditions that may be set forth in any privacy policy on this Site, you understand and agree that the Company may disclose to third parties, on an anonymous or an anonymous aggregated basis, certain demographic or other non-personally identifiable information contained in your registration application. We reserve the right, and you authorize us by using our Site, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy. Our Privacy Policy, as it may change from time to time, is a part of the Terms of Use.

15. Payment.

You authorize us to charge you for use of the Services, at the posted prices, (such prices subject to change at any time by the Company without any specific notice to you, beyond posting notification on the website), at such times as you specify upon enrolment and continuing until you cancel your membership. All

payments shall be made in Pounds Sterling or United States dollars. You represent and warrant that: (i) any credit card or other payment information you supply is true and complete, (ii) charges incurred by you will be honoured by your credit card company, and (iii) you are responsible to pay the charges incurred by you at the posted prices, including any applicable taxes.

16. Cancellation.

You may cancel your membership at any time, by adjusting the automatic billing setting or removing your credit card information from your account Profile, using the “Billing Settings” link provided. We will make best efforts, but shall have no obligation, to honour e-mail and telephone requests to cancel an account. If you do not receive confirmation e-mail, it is your responsibility to verify that your cancellation took place, by sending e-mail to “info@marmaladepublishing.com”. This agreement survives cancellation of your membership.

17. Refunds.

There shall be no refunds for any unused time portion of the most recent month's membership. You acknowledge and agree that in the event of any dispute over the date of a cancellation, the Company shall not be liable for any charge greater than the most recent month's membership fee or a pro-rated portion of a multiple-month membership fee. If purchasing items through the Site, refund policies, if any, shall be posted on the purchase page(s). If no provision for refunds is explicitly stated, then there shall be no refunds for the product or service after purchase. You may request a refund by contacting us at “info@marmaladepublishing.com”.

18. Complete Agreement

This Agreement and any rules, policies, or guidelines posted on the Site, including the Privacy Policy, constitute the entire agreement between the Company and you, with respect to the subject matter herein. In the event of any conflict between this Agreement and any information posted on the Site, this Agreement shall govern.

19. Severability

If any provision of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any other legal provision hereof, which together shall then be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of this Agreement.

20. Arbitration

Unless otherwise determined by the Company (in its sole discretion), any claim, dispute, or controversy whether in contract, tort, pursuant to statute or regulation or otherwise, whether pre-existing, present or future, arising out of or relating to this Agreement will be referred to and determined by arbitration to the exclusion of the courts. You agree to waive any right you may have to commence or participate in any class action against us related to any claim and, where applicable, you also agree to opt out of any class action proceeding against us. Should you believe that you have a claim, you must give written notice to the Program of your intention to arbitrate, and similarly, the Program will do the same with you. The arbitration shall be pursuant to the laws and rules relating to the Laws in England & Wales.

21. Jurisdiction and Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of England & Wales, without regard to the choice of law provisions, and you hereby submit to the exclusive jurisdiction of the courts of England & Wales. Thus, you agree and acknowledge that your use of any and all Services, the Program and the Site shall be deemed to have occurred and taken place solely in the London, England.