

# TERMS & CONDITIONS OF USE

## RUSHIONMCDONALD.COM TERMS AND CONDITIONS OF USE

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### TERMS AND CONDITIONS

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#### Limitation of Liability

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#### Email/Social Media Handles

While we are always happy to hear from you, it is RUSHION MCDONALD's policy not to accept or consider creative materials, ideas, or suggestions other than those we specifically request. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently on his radio or TV shows. Therefore, we must request that you do NOT

send to us any original creative materials such as screenplays, stories, original artwork, etc. Any communication or material you do transmit to the Site by electronic mail or otherwise will be treated as non-confidential and non-proprietary. Anything you transmit or post shall be deemed the property of and may be used by RUSHION MCDONALD, for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, RUSHION MCDONALD is free to use and shall be deemed to own, any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. Disclosure, submission, or offer of any submissions to the Site shall constitute an assignment to RUSHION MCDONALD of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such submission. RUSHION MCDONALD may edit, copy, publish, distribute, translate, and otherwise use in any medium any submission that you forward to RUSHION MCDONALD and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the submission. RUSHION MCDONALD is and shall be under no obligation to: (1) maintain any of your or any user's submissions in confidence; (2) to pay to you or any user any compensation for any submissions; or (3) to respond to any of your or any other user's submissions.

#### Trademarks

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#### Merchants

Your correspondence or business dealings with, or participation in promotions of, merchants found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant. RUSHION MCDONALD will NOT be responsible or liable for any loss and/ or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the Site.

#### Chat Rooms / Message Boards/ Bulletin Boards/Social Media

The Site may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Site or others ("Post" or "Postings"). Postings do not reflect the views of RUSHION MCDONALD; and RUSHION MCDONALD does not have any obligation to monitor, edit, or review any Postings on the Site. RUSHION MCDONALD assumes NO responsibility or liability arising from the content of any such Postings nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such Postings on the Site. You are strictly prohibited from posting or transmitting any unlawful, threatening,

libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. RUSHION MCDONALD will fully cooperate with any law enforcement authorities or court order requesting or directing Universal to disclose the identity of anyone posting any such information or materials.

#### Indemnification

You agree to indemnify, defend and hold RUSHION MCDONALD and affiliates, and their respective officers, directors, owners, employees, agents, information providers and licensors (collectively the “Indemnified Parties”) harmless from and against any and all claims, liability, losses, actions, suits, costs and expenses (including attorneys’ fees) arising out of or incurred by any breach by you of these Terms and Conditions. RUSHION MCDONALD reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with RUSHION MCDONALD’s defense of such claim.

#### Registration

Should RUSHION MCDONALD choose to provide member-based services (“Services”) on the Site, when you register to use these Services, you may be required to provide certain personally identifiable information about yourself. You agree to provide true, accurate and complete information about yourself, and to update the information when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if RUSHION MCDONALD suspects that your information is untrue, inaccurate, or incomplete, then RUSHION MCDONALD may, in its sole discretion, suspend, terminate, or refuse future access to your membership in these Services. Any personally identifiable information provided at points of registration on the Site will be subject to the **RUSHION MCDONALD Web Site Privacy Policy which can be read by clicking here.**

#### Termination

RUSHION MCDONALD may, in its sole discretion, terminate your password, account (or any part thereof) or your access to the Site, or remove and discard any Communication transmitted by you, or information stored, sent, or received via the Site without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Site with identical user identification numbers, (ii) permitting another person or entity to use your user identification number to access the Site, (iii) any other access or use of the Site except as expressly provided in this Agreement, (iv) any violation of the terms and conditions of this Agreement or the rules and regulations relating to the use of, the software and/or data files contained in, or accessed through, the Site, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site, or (vi) failure to use the Site or portion thereof on a regular basis. You may terminate your membership hereunder upon thirty (30) days written notice by you to RUSHION MCDONALD of your intent to terminate this Agreement. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which RUSHION MCDONALD may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will automatically terminate and immediately revert to RUSHION MCDONALD and its licensors.

#### Children Online Protection Act Notification

Pursuant to 47 U.S.C. Section 230 (d) as amended, RUSHION MCDONALD hereby notifies

you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the American Links Up web site, <http://www.netparents.org>. To view information on our policy regarding the privacy of information from children under the age of 13, please click here to read the RUSHION MCDONALD Web Site Privacy Policy.

#### Export Control

The Site is controlled and Operated by RUSHION MCDONALD from its offices within the State of Texas, United States of America. Unless otherwise specified, the materials on the Site are presented solely to promote and provide information about RUSHION MCDONALD's products and services available in the United States. RUSHION MCDONALD makes no representation that the materials in the Site are appropriate or available for use in other locations and other countries. Those who choose to access the Site from other locations or other countries do so on their own initiative and are responsible for compliance with local laws in that territory, if and to the extent that local laws are applicable. Software available from the Site is further subject to United States export controls. No software from the Site may be downloaded or otherwise exported or re-exported: (A) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U. S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### Infringement Policy

RUSHION MCDONALD, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Site if it determines in its sole and absolute discretion that you are involved in infringing activity, including allege acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. RUSHION MCDONALD accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512 (c), RUSHION MCDONALD has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All claims of infringement must be submitted to RUSHION MCDONALD in a written complaint that complies with the requirements below and delivered to our designated agent to receive notification of claimed infringement by mail:

#### Legal Department

RUSHION MCDONALD

7322 SW Freeway, Suite 2010

Houston, Texas 77074

Email: [ricky@attorneyrickyanderson.com](mailto:ricky@attorneyrickyanderson.com)

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed.
- B. 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. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials.
- C. Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/ or e-mail address.
- E. A statement that you have a good faith belief that use of the material, in the manner complained, of is not authorized by the copyright or other proprietary right owner, its agent, or the law.
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

#### Governance

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, as it is applied to agreements entered into and to be performed entirely with such state. Any action you, any third party or RUSHION MCDONALD bring to enforce this agreement or, in connection with, any matters related to this Site shall be brought only in either the state or Federal Courts located in Harris County, Texas and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.