



MEDIA



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By using this 3815 Media Site, you are representing and warranting that: (a) you are a legal resident of the United States; (b) you are at or above the legal age of majority in your jurisdiction of residence; (c) you own or have sufficient authorization to use the computer, mobile Device, technology or other Device you use to access this 3815 Media Site (collectively, “Device”); and (d) you will access and use this 3815 Media Site in accordance with this Agreement.

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# MEDIA



## I. MOBILE DEVICES

If permitted or available through the applicable 3815 Media Internet Service, to (a) upload content to this 3815 Media Site via your mobile Device and/or tablet, (b) receive and reply to messages, or access or make posts using text messaging, (c) browse this 3815 Media Site from your mobile Device and/or (d) to access certain features through a mobile application you have downloaded and installed on your mobile Device (collectively the “Mobile Services”), you must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which 3815 Media makes the 3815 Media Internet Service available as well as any carrier services necessary to download content, and pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile Device). In addition, you must provide all equipment and Software necessary to connect to the 3815 Media Internet Service, including, but not limited to, if this 3815 Media Site contains a mobile element, a mobile handset, or other mobile access device that is in working order and suitable for use in connection with the 3815 Media Internet Service and to use any part of that Service. You are responsible for ensuring that your equipment and/or Software does not disturb or interfere with 3815 Media’s or this 3815 Media Site’s operations or the 3815 Media Internet Service. Any equipment or Software causing interference will be immediately disconnected from the 3815 Media Internet Service, and 3815 Media will have the right to terminate this Agreement immediately. Suppose any upgrade in or to the 3815 Media Internet Service requires changes in your equipment or Software (including the operating system for your Device). In that case, you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current 3815 Media Internet Service, including the release of new products and services, will be subject to the terms and conditions of this Agreement. You agree to follow and comply with applicable laws in using the 3815 Media Internet Service.

## II. CHANGES TO THIS AGREEMENT

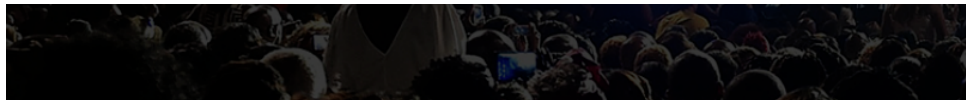
3815 Media reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. 3815 Media will provide notice of such change on this 3815 Media Site. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of this 3815 Media Site and/or 3815 Media Internet Service constitutes your acceptance and Agreement to be bound by these changes without limitation, qualification, or change. Suppose at any time you do not accept these changes. In that case, you must immediately discontinue using this 3815 Media Site and/or the 3815 Media Internet Service to which the changes may apply.

## III. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

3815 Media has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information. You can find the Privacy Statement, which is incorporated into this Agreement, by using this 3815 Media Site you agree to the terms of the Privacy Statement.

## IV. ACCOUNTS, SECURITY, PASSWORDS

If a particular 3815 Media Site or 3815 Media Internet Service requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information



as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify 3815 Media immediately of any unauthorized use of your account. 3815 Media is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may cancel your account by delivering notice in the manner provided in the Additional Terms governing the particular 3815 Media Internet Service.

## V. USER CODE OF CONDUCT

In accessing and using this 3815 Media Site and/or the 3815 Media Internet Services, you agree that you will not:

- Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as “spam”), chain letters, surveys, or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).
- Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this 3815 Media Site, or any postings which advocate illegal activity.
- Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.
- Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- Deliver, or provide links to, any postings containing defamatory, false or libelous material.
- Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.
- Deliver any posting containing personal information, such as phone numbers, social security numbers, account numbers, addresses or employer references.
- Use this 3815 Media service in any manner that could damage, disable, overburden, impair, or otherwise interfere with using this 3815 Media Site or other users’ Devices or cause damage, disruption, or limit the functioning of any software, hardware, or telecommunications equipment.



- Attempt to gain unauthorized access to this 3815 Media Site, any related website, other accounts, computer system, or networks connected to this 3815 Media Site through hacking, password mining, or any other means.
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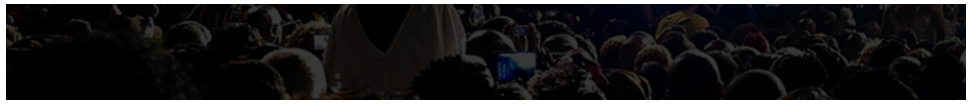
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If you are aware of any User Material on this 3815 Media Site that violates these Terms, please get in touch with us at:

3815 Media, Inc.  
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Attorney Ricky Anderson  
4265 San Felipe Street, Suite 1100  
Houston, Texas 77027  
Phone: (713) 817-4384  
Web: [AttorneyRickyAnderson.com](http://AttorneyRickyAnderson.com)  
Email: [Ricky@Attorneyrickyanderson.com](mailto:Ricky@Attorneyrickyanderson.com)

Please provide as much detail as possible, including a copy of the underlying material, the location where 3815 Media may find it, and why such User Material should be removed. Please note that filing a complaint will not guarantee its removal; 3815 Media will only remove User Materials if 3815 Media believes the measure is necessary, in our sole discretion. To the extent any notice is based on an alleged copyright violation, please follow the instructions in the section entitled “Copyright Infringement.” Other than those we specifically request, we do not accept or consider unsolicited creative materials, ideas, or suggestions via this 3815



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## **REFERRAL PROGRAMS AND “FORWARD TO A FRIEND” OPPORTUNITIES**

The 3815 Media Site may offer referral programs that permit you to submit information about other persons (each a “Referred Person”), including, without limitation, U.S.-based email addresses, mobile telephone numbers, names, street addresses, and other contact information so they may receive information and/or promotional offers concerning the 3815 Media Internet Service. You may only refer persons with whom you have a personal relationship. You must have obtained the consent of the Referred Person before providing us with their contact information. We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to restrict the number of transmissions to any particular Referred Person from time to time. You may not withdraw the contact information you provide for a Referred Person once it has been submitted. A Referred Person must be a permanent, legal resident of the continental United States, at least 18 years old (or 19 years old if a resident of Alabama or Nebraska, or 21 years old if a resident of Mississippi), and be able to register for the 3815 Media Internet Service, or otherwise use the 3815 Media Internet Service. The contact information for a Referred Person must be valid and functioning so we can contact them about the 3815 Media Internet Service. We will not be responsible for validating the contact information you provide. We may elect NOT to communicate with any Referred Person and/or email address if he/she/it appears to be on any of our “do not contact” or “do not email” lists. In addition, we reserve the right to reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of these terms or conditions, or (c) we determine in our sole discretion that the participation of such individual might be harmful to us, this 3815 Media Site, any 3815 Media Internet Service, or any third party for any reason. We specifically disclaim any liability for exercising such right.

At our discretion, we may send you a confirmation using any means available through the 3815 Media Internet Service, including email, text, and other forms of messaging, to inform you that the Referred Person has registered for the 3815 Media Internet Service. Let’s send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access. You understand you will pay any service fees associated with any such access (including text messaging charges in connection with messages to your mobile Device). Suppose you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion. In that case, we reserve the right to discontinue the 3815 Media Internet Service to you. We may occasionally offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms, which will be posted when such programs become available and will be deemed incorporated into, and subject to, this Agreement. In our sole discretion, we reserve the right to suspend, temporarily or permanently, or cease to provide all referral programs without notice, reason, or liability.

Suppose you use the 3815 Media Internet Service to communicate with a Referred Person (or any third party). In that case, you agree not to use such 3815 Media Internet Service to harm the Referred Person or any other third party and/or use such 3815 Media Internet Service in violation of any applicable laws, rules, or



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regulations or the terms and conditions of this Agreement.

## **VOTING/RATING FEATURES**

For any voting/rating features available on this 3815 Media Site, you must follow instructions on this 3815 Media Site to submit your votes/ratings, including any restrictions set forth concerning limitations on voting/rating. Votes/ratings received from you more than any stated limit will be disqualified. Payment or other consideration in exchange for votes/ratings is prohibited. Votes/ratings generated by script, macro, or other automated means or any other means intended to impact the integrity of the voting/rating process as determined by us may be void. 3815 Media assumes no responsibility for incorrect/inaccurate voting/rating information or any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to or alteration of votes/ratings. We may, at our discretion, modify, terminate, or suspend the voting/rating or void any vote/rating should a virus, bug, non-authorized human intervention, action of voter/rater, or other cause corrupt or impair the administration, security, or fairness of the voting/rating. In our sole discretion, we reserve the right to disqualify any individual it finds violating these terms, tampering with the voting/rating process, or acting unsportsmanlike or improperly and void all associated votes/ratings. Our decisions concerning all aspects of any voting/rating element are final and binding, but not limited to, with respect to the tallying of votes/ratings and the invalidation or disqualification of any suspected votes/ratings or voters/raters. You may also be allowed to participate in voting/rating features in a third-party application or feature (such as one of our social media partners like Facebook or Twitter), in which case your participation in such features will be subject to the terms and conditions governing that third party application or feature.

## **XIX. NEWSLETTER SERVICES**

This 3815 Media Site may offer certain 3815 Media Services such as newsletters, MY HBCU Story and Real Simple Syndication (“RSS”) feeds (collectively “3815 Media Newsletter or My HBCU Story Services”). By registering for a 3815 Media Service, you will be subject to any charges and rules set forth in the description of that service which may or may not be reflected in Additional Terms. Further details can be found at:

3815 Media, Inc.  
Attorney Ricky Anderson, PLLC  
Attorney Ricky Anderson  
4265 San Felipe Street, Suite 1100  
Houston, Texas 77027  
Phone: (713) 817-4384  
Web: AttorneyRickyAnderson.com  
Email: Ricky@Attorneyrickyanderson.com

3815 Media may, at its sole discretion, change the features and media services offered.

## **MEDIA SERVICE REGISTRATION — DATA**

As part of your Media Service, data collected through the Registration or payment process may be shared with our applicable 3rd party participants. Your data will be handled under our Privacy Policy.

## **MEDIA SERVICE REGISTRATION**

You are responsible for any membership name and password associated with your account during Registration. If the Media Service does not recognize your Device from a previous sign-in, you will be asked for information



to help us identify your Registration. It is your responsibility to maintain the confidentiality of your password if one is established. You are entirely responsible for all activities under your account and agree to notify us immediately of any unauthorized use of your account.

**PAID SUBSCRIPTION SERVICE—LIMITED TO U.S. RESIDENTS, PERSONAL AND NON-COMMERCIAL USE**

The Paid Subscription Services are for U.S. residents only. The Paid Subscription Services are for your personal and non-commercial use only. Without our written consent, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or otherwise exploit the Media Services.

**PAID SUBSCRIPTION SERVICE—CANCELLATION**

We reserve the right to terminate your access to a Paid Subscription Service or any portion thereof without notice.

**LIMITED TO PERSONAL AND NON-COMMERCIAL USE**

Any 3815 Media Service is for your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information. You may inquire about obtaining written permission from us to display or reproduce material from this 3815 Media Site by writing:

I.P. Permission  
Legal Department  
3815 Media, Inc.  
Attorney Ricky Anderson, PLLC  
Attorney Ricky Anderson  
4265 San Felipe Street, Suite 1100  
Houston, Texas 77027  
Phone: (713) 817-4384  
Web: AttorneyRickyAnderson.com  
Email: Ricky@Attorneyrickyanderson.com

**CANCELLATION**

You may cancel your Registration in this media service at any time by contacting us using the contact information provided on this 3815 Media Service. We reserve the right to terminate your access to this 3815 Media Service or any portion thereof without notice.

**SERVICE CONTACT**

You may email your requests for customer service through the contact information provided on the home page of the applicable premium service.

**XXI. CONTESTS/SWEEPSTAKES**

Any sweepstakes, contests, games, and/or promotional offers accessible on this 3815 Media Site are governed by specific rules and/or terms and conditions. By entering sweepstakes or contests or participating in such games or promotional offers on this 3815 Media Site, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable laws and/or terms and conditions, which are linked from the particular page or activity. To the extent of any conflict between those rules and/or terms and conditions



# MEDIA



and these Terms, the laws and/or terms and conditions for the sweepstakes, game, or promotional offer will govern, but only to the extent of the conflict. Any sweepstakes, contests, competitions, and/or promotional offers made available or advertised on third-party sites accessible from this 3815 Media Site (such as those of social media partners like Facebook, TikTok, Instagram and X), in addition to being subject to the specific rules and/or terms and conditions applicable to your participation in such feature(s) on this 3815 Media Site, will also be subject to the laws and/or terms and conditions applicable to your participation in such feature(s) on those third party sites.

## XXII. GENERAL

This Agreement and any Additional Terms shall be governed by, construed, and enforced in accordance with the laws of the State of New York, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that all disputes, claims, and causes of action arising out of or connected with this Agreement and/or the Additional Terms, or in connection with any matters related to this 3815 Media Site and/or the Privacy Statement, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in New York County, New York. You agree to submit to the personal jurisdiction of the State of New York courts for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or, for any reason, unenforceable, including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire Agreement between you and 3815 Media with respect to the use of this 3815 Media Site and shall not be modified except in writing, signed by an authorized representative of 3815 Media.

If you have any questions concerning this Agreement, you may send them by email to [ricky@attorneyrickyanderson.com](mailto:ricky@attorneyrickyanderson.com). You must send any official correspondence via postal mail to:

Legal Department  
3815 Media, Inc.  
Attorney Ricky Anderson, PLLC  
Attorney Ricky Anderson  
4265 San Felipe Street, Suite 1100  
Houston, Texas 77027  
Phone: (713) 817-4384  
Web: [AttorneyRickyAnderson.com](http://AttorneyRickyAnderson.com)  
Email: [Ricky@Attorneyrickyanderson.com](mailto:Ricky@Attorneyrickyanderson.com)

## XXIII. COPYRIGHT & TRADEMARK NOTICE

### USE OF INTELLECTUAL PROPERTY

The 3815 Media Site and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound





recordings, Software, 3815 Media logos, titles, characters, names, graphics and button icons (collectively “Intellectual Property”), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by 3815 Media or other parties that have provided rights to 3815 Media.

You may not and agree that you will not reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, Software or products obtained from or through this 3815 Media Site, in whole or in part, without the express written permission of 3815 Media.

Other trademarks, service marks, product names, and company names or logos appearing on this 3815 Media Site that are not owned by 3815 Media may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this 3815 Media Site, or frame this 3815 Media Site, or any web page or material herein, nor may any entity include a link to any aspect of this 3815 Media Site in an email for commercial purposes, without the express written permission of 3815 Media. Further, unless otherwise expressly permitted, you agree not to link to 3815 Media’s Intellectual Property to cause you or anyone else to access 3815 Media’s Intellectual Property other than through this 3815 Media Site. You may inquire about obtaining permission by writing to:

I.P. Permission  
Legal Department  
3815 Media, Inc.  
Attorney Ricky Anderson, PLLC  
Attorney Ricky Anderson  
4265 San Felipe Street, Suite 1100  
Houston, Texas 77027  
Phone: (713) 817-4384  
Web: [AttorneyRickyAnderson.com](http://AttorneyRickyAnderson.com)  
Email: [Ricky@Attorneyrickyanderson.com](mailto:Ricky@Attorneyrickyanderson.com)

## **COPYRIGHT INFRINGEMENT**

3815 Media respects the intellectual property rights of third parties and complies with the Digital Millennium Copyright Act (DMCA) terms regarding such rights. By submitting any material or photographs through this 3815 Media Site, you are granting permission to have this material posted on this 3815 Media Site. You represent that you are the rightful owner of the submitted material and that no one else may claim rights to this material. 3815 Media reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights 3815 Media may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.

## **PROCEDURE FOR MAKING A CLAIM OF COPYRIGHT INFRINGEMENT**

Suppose you believe your work has been copied in a way that constitutes copyright infringement. In that case, you should send written Notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows by mail:





DMCA Designated Agent  
c/o Legal Department  
3815 Media, Inc.  
Attorney Ricky Anderson, PLLC  
Attorney Ricky Anderson  
4265 San Felipe Street, Suite 1100  
Houston, Texas 77027  
Phone: (713) 817-4384  
Web: AttorneyRickyAnderson.com  
Email: Ricky@Attorneyrickyanderson.com

According to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if a single notification, a representative list of such works at that site covers multiple copyrighted works at a single online site.
3. Identification of the material claimed to be infringing or to be the subject of infringing activity, which is to be removed or access to which is to be disabled, and information reasonably sufficient to permit 3815 Media to locate the material.
4. Information reasonably sufficient to permit 3815 Media to contact the complaining party, such as an address, telephone number, and, if available, an email address.
5. A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

*This Agreement was last modified on October 23, 2023.*