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USE OF THE SITE AND SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. ACCESS TO THE SERVICES. Subject to the terms and conditions of this Agreement, Website may offer to provide certain services, as described more fully on the Website, and which are selected by you through the process provided on the Website ("Services"), solely for your own use, and not for the use or benefit of any third party. The term "Services" shall include, without limitation, any service Website performs for you and the content offered by and/or on the Website. Website may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or content. Website may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. WEBSITE RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THIS AGREEMENT AT ANY TIME BY POSTING A NOTICE ON THE WEBSITE, OR BY SENDING YOU A NOTICE VIA EMAIL OR POSTAL MAIL. YOU SHALL BE RESPONSIBLE FOR REVIEWING AND BECOMING FAMILIAR WITH ANY SUCH MODIFICATIONS. USE OF THE SERVICES BY YOU FOLLOWING SUCH NOTIFICATION CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS MODIFIED. Website does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register. If you are under 13, please do not attempt to register for Website or send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 may provide any personal information to or on Website. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [hello@silkypond.com](mailto:hello@silkypond.com). Some features of the Website require users to be eighteen (18) years of age or older, and if you are under eighteen (18) years of age you agree that you will not use or attempt to access such features. You represent and warrant to Website that: (i) you are an individual (i.e., not a corporation) and you are of legal age to form a binding contract or have your parent's permission to do so, and you are at least 13 years of age or older; (ii) all registration information you submit is accurate and truthful; and (iii) you will maintain the accuracy of such information. You also certify that you are legally permitted to use the Services and access the Website and take full responsibility for the selection and use of the Services and access of the Website. This Agreement is void where prohibited by law, and the right to access the Website is revoked in such jurisdictions. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Website or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services. The site and Services are offered by Website from its facilities in the United States of America. Website makes no representations that the Website or Services are appropriate or available for use in other locations. 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In the course of using the Services, you and other users may provide information which may be used by Website in connection with the Services and which may be visible to certain other users. You understand that by posting information, blogs, or other content on the Website or otherwise providing content, materials or information to Website or in connection with the Services, Website hereby is and shall be granted a non exclusive, worldwide, royalty free, perpetual, irrevocable, transferable right to fully exploit such content, materials and information (including all related intellectual property rights) and to allow others to do so, however, Website will only share personally identifiable information that you have not made publicly available in accordance with Website's current privacy policy at <http://www.silkypond.com/terms>. Furthermore, you understand that Website retains the right to reformat, modify, create derivative works of, excerpt, and translate any materials, content or information submitted by you. You understand that all information publicly posted or privately transmitted through the Website is the sole responsibility of the person from which such content originated and that Website will not be liable for any errors or omissions in any content. You understand that Website cannot guarantee the identity of any other users with whom you may interact in the course of using the Service. Additionally, Website cannot guarantee the authenticity of any data that users may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Website be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted or otherwise made available via the Services. You are solely responsible for taking all precautions necessary and/or reasonable to protect yourself, your computer systems and other property from viruses, worms, trojan horses, and other harmful content and code. You acknowledge that Website does not endorse or guarantee any user blogs or other Content and you may not state or imply any such endorsement or guarantee. Website shall have no obligation to monitor any user generated content, however, Website and its agents reserve the right to monitor user generated content and may remove or block any content on the Website or through the Services, including disabling access to content that you have downloaded through the Services. **THE WEBSITE DOES NOT PROVIDE MEDICAL ADVICE.** Website's Services, the contents of the Website (such as text, graphics, images, search results, data and information contained therein), and such materials obtained from Website's licensors or other third parties, are provided for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis, examination, or treatment. Do not ignore professional medical advice or delay in seeking treatment because of anyone or anything on the Website. Always seek the advice of your qualified healthcare provider with any question you may have regarding a medical condition. If you think you may have a medical emergency, call your doctor or 911 immediately. Website does not recommend or endorse any specific tests, physician, products, procedures, opinions, or other information that may be mentioned on the Website. Reliance on any such information is solely at your own risk. The Website may contain health-related materials that are sexually explicit. If you find these materials offensive, you may not want to use our Website. **YOUR WARRANTY.** You warrant, represent and agree that you will not contribute any Content or otherwise use the Website or the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, or rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, threatening, abusive, harassing,

tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) misrepresents the source or identity of any content; (v) uploads, installs, constitutes, or embeds malware, virus, worms, trojan horses, or other harmful content or code, or (vi) impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of Website. Website reserves the right to remove any Content from the Website or Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Website is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Website, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Website and to grant Website the rights to use such information in connection with the Services and as otherwise provided herein. Without limiting the other terms and conditions in this Agreement, you acknowledge and agree to the following guidelines for posting and/or viewing comments and/or content on the Website and Services:

- o If a comment is made using your identity or screen name it will be deemed to have been posted by you.
- o Do not post abusive, obscene, threatening, harassing, defamatory, libelous, offensive or sexually explicit material.
- o Do not make false or misleading statements.
- o Do not offer to sell or buy any product or service, or post links to third party websites, unless expressly authorized to do so by Website in connection with a feature on the Website.
- o Do not post material that infringes the intellectual property rights or other proprietary rights, or rights of publicity or privacy, of any third party.
- o Do not post information that you know to be confidential or sensitive or otherwise in violation of any law, statute, rule, ordinance or regulation.
- o Keep all comments relevant and "on topic" to the particular Service posting that is open for comments.

**RESTRICTIONS.** You are responsible for all of your activity in connection with the Services and accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to Services or to access the site. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Website user. Use of the Website or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. You will not run Mailist, Listserv, any form of autoresponder, or "spam" on the Website, or any processes that run or are activated while the you are not logged on or that otherwise interfere with the proper working of or place an unreasonable load on the Service infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website is strictly prohibited. You will be responsible for withholding, filing, and reporting all taxes, duties and/or other governmental assessments associated with your activity on the Website.

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DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. **PRIVACY POLICY.** For information regarding Website's treatment of personally identifiable information, please review Website's current privacy policy at <http://www.silkypond.com/terms>. **REGISTRATION AND SECURITY.** As a condition to using Services, you may be required to register with Website and select a password and user name ("Website User ID"). You shall provide Website with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. You may not (i) select or use as a Website User ID a name of another person with the intent to impersonate that person; or (ii) use as a Website User ID a name subject to any rights of a person other than you without appropriate authorization. Website reserves the right to refuse registration of, or cancel a Website User ID in its discretion. You shall be responsible for maintaining the confidentiality of your password.

**INDEMNITY.** You will indemnify and hold Website, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your access to the Website, use of the Services, the violation of this Agreement by you, or the infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL WEBSITE OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF THE FEES PAID BY YOU THEREFOR OR \$100; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND WEBSITE'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. **FEES AND PAYMENT.** Website reserves the right to require payment of fees for certain or all Services. You shall pay all applicable fees, as described on the Website in connection with such Services selected by you. Website reserves the right to change its price list and to institute new charges at any time, upon ten (10) days prior notice to you, which may be sent by email or posted on the Website. Use of the Services by you following such notification constitutes your acceptance of any new or increased charges. **THIRD PARTY WEBSITES.** The Website may contain links to third party websites that are not owned or controlled by Website. When you access third party websites, you do so at your own risk. Website encourages you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each third party website that you visit. Website has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of, or opinions expressed in any third party websites. In addition, Website will not and cannot monitor, verify, censor or edit the content of any third party site. By using the site, you expressly relieve Website from any and all liability arising from your use of any third party website. Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Website shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Website is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Website, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." **TERMINATION.** This Agreement shall remain in full force and effect while you use the Website. Website may terminate your access to the Website (and/or any feature thereof) at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your use of the site.

Website may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Any fees paid hereunder are non-refundable. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. MISCELLANEOUS. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Website shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Website's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you, except with Website's prior written consent. Website may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in New York County, New York, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Website in any respect whatsoever. COPYRIGHT DISPUTE POLICY. Website has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA ([www.lcweb.loc.gov/copyright/legislation/dmca.pdf](http://www.lcweb.loc.gov/copyright/legislation/dmca.pdf)). It is Website's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders. Procedure for Reporting Copyright Infringement: If you believe that material or content residing on or accessible through the Website or service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below: A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed; Identification of works or materials being infringed; Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Website is capable of finding and verifying its existence; Contact information about the notifier including address, telephone number and, if available, email address; A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent: It is Website's policy: to remove or disable access to the infringing material; to notify the content provider, member or user that it has removed or disabled access to the material; and that repeat offenders will have the infringing material removed from the system and that Website will terminate such content provider's, member's or user's access to the service. Procedure to Supply a Counter-Notice to the Designated Agent: If the content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the

Designated Agent listed below: 1. A physical or electronic signature of the content provider, member or user; 2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled; 3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and 4. Content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the content provider's, member's or user's address is located outside the United States, for any judicial district in which Website is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Designated Agent, Website may send a copy of the counter-notice to the original complaining party informing that person that Website may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in ten (10) to fifteen (15) business days or more after receipt of the counter-notice, at Website's discretion. Please contact Website's Designated Agent to Receive Notification of Claimed Infringement at the following email address: hello@silkypond. QUESTIONS. If you have any questions or notices of violation of this Agreement, please contact the Website by sending an email to hello@silkypond. Effective: January 20, 2017 PRIVACY POLICY As of January 20, 2017 This privacy statement ("Privacy Policy") covers all the websites and services owned, affiliated or operated by Silkypond.Com (collectively "SilkyPond", "we", "us", "our"). SilkyPond knows that you care about how your personal information is used and shared, and we take your privacy seriously. Please read the following to learn more about our Privacy Policy. By visiting Silkypond.com, submitting information or using any of our products or services, you acknowledge that you accept the practices and policies outlined in this Privacy Policy, and consent to having your data transferred to and processed in the United States. If you do not agree to the terms of this Privacy Policy you should not use the websites and services, nor should you submit personal information. What Does This Privacy Policy Cover? This Privacy Policy covers SilkyPond' treatment of personal information that SilkyPond gathers about you when you are on Silkypond.com and when you use SilkyPond' services. Also, this Privacy Policy covers SilkyPond' treatment of any personal information about you that SilkyPond' business partners share with SilkyPond. This Privacy Policy does not apply to the practices of third parties that SilkyPond does not own or control, or to individuals that SilkyPond does not employ or manage. Purposes of Collecting Personal Information About Users. Our primary goal in collecting personal information is to: o personalize and improve the service we provide to you; o respond to any emailed requests you make to us; and o customize advertising content and communicate with you (including, without limitation, provide you with email alerts). We collect the following types of information from our users: A. Information You Provide to Us: We may receive and store any information you enter on our websites or provide to us in any other way, such as your nickname, name, email address, and other information you provide. You can choose not to provide us with certain information, but then you may not be able to take advantage of many of our special features, such as posting comments to our websites, creating a user profile or receiving email alerts. In order for you to use certain parts of our websites or take advantage of certain SilkyPond services, you may be required to complete a registration form and provide the requested information about you. Required information for all sites includes a nickname, email address and password. When you use our websites, you may, among other things, set up your profile, form relationships, send messages, perform searches and queries, comment and transmit information through various channels. In most cases, we retain your information so that you can return to view saved lists or sent messages. When you update your information, we usually keep a back-up copy of the prior version. You post information at your own risk. Although we allow you to set privacy options that limit access to your pages, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other users with whom you may choose to share your pages and information. Therefore, we cannot and do not guarantee that information you post on the website will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the website. You understand and acknowledge that, even after removal, copies of your information may remain viewable in cached and archived pages or if other users have copied or stored your information. B. Automatic Information: We may receive and store certain types of information whenever you interact with us. SilkyPond may automatically receive and record certain "traffic data" on our server logs from your browser including your IP address, SilkyPond cookie information, the page you requested, and your

communications and interaction with our other website registrants. SilkyPond uses this traffic data to, among other things, help diagnose problems with its server, analyze trends and administer our websites. Generally, our service may automatically collect usage information, such as the numbers and frequency of visitors to our websites and its components. This data is used in the aggregate, as a statistical measure, and not ordinarily in a manner that would identify you personally. This type of collective data enables us to figure out how often users use parts of our websites, so we can make our websites appealing to as many users as possible. In addition, we may provide statistical information to our partners about how our users, collectively, use our websites. We share this type of statistical data so that our partners also understand how often people use their areas and our websites, so that they, too, may provide you with an optimal Web experience. We also collect and use information for internal purposes. For example, if you are a registered user of the SilkyPond email and/or subscription based services, we may keep records in your account history of your complaints about other registered users online behavior, and any reported violation of our Terms of Use that you or someone on your account may have committed. Many companies offer programs that help you to visit websites anonymously. While SilkyPond is not able to provide you with a personalized experience if we cannot recognize you, we want you to be aware that these programs are available.

**C. Email Communications:** We may receive confirmation via HTML code when you open an email from SilkyPond. We may also send out emails with news or promotions. If you do not want to receive email or other mail from us, please notify us by email at [hello@silkypond.com](mailto:hello@silkypond.com) and include sufficient information for us to identify your account.

**D. Information from Other Sources:** For purposes such as improving personalization of our service, we may receive information about you from other sources and add it to our account information, including details of the purchases (and any associated returns) you make at retailers where you were referred by us (excluding any credit card information).

**What about Cookies?** Cookies are alphanumeric identifiers that we may transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and tell us how and when pages in our website are visited and by how many people. SilkyPond cookies do not collect personal information, and we do not combine information collected through cookies with other personal information to tell us who you are or what your screen name or email address is. The "help" portion of the toolbar on the majority of browsers will direct you on how to prevent your browser from accepting new cookies, how to command the browser to tell you when you receive a new cookie, or how to fully disable cookies. We strongly recommend that you leave the cookies activated, however, because cookies enable you to take advantage of some of SilkyPond' most attractive features.

**Will SilkyPond Share Any of the Information it Receives?** We neither rent nor sell your personal information to anyone. We share your personal information only as provided herein or with your consent, to the entities that are controlled by SilkyPond or to the entities described below:

**Affiliated Business We Do Not Control:** We are affiliated with a variety of businesses and work closely with them. Under certain circumstances these businesses operate within our websites or sell items to you within our services; in other situations, we provide services or sell products jointly with affiliated businesses and other business partners. You can easily recognize when an affiliated business is associated with your transaction. We will only share personal information that is related to such transactions or is necessary for the affiliate or business partner to complete the transaction.

**Agents:** We employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you. Examples include sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, and providing customer service. We may also provide your personal information to agents who will use it to verify aggregate usage data that we provide to our partners. You hereby consent to our sharing of your personal information for all the above purposes.

**Promotional Offers:** We may send offers to certain users on behalf of other businesses. However, when we do so, we do not give the other business your name and address. If you do not wish to receive these offers, please notify us by e-mail at [hello@silkypond.com](mailto:hello@silkypond.com).

**Business Transfers:** In some cases, we may choose to buy or sell assets or business. In these types of transactions, customer information is typically one of the business assets that is transferred. Moreover, if SilkyPond or substantially all of its assets, were acquired, customer information would be one of the assets that is transferred or acquired by a third party.

**Protection of SilkyPond and Others:** We may release personal information when we believe in good faith that release is necessary to comply with that law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of SilkyPond, our employees, our users, or others. This includes, without limitation, exchanging information with other companies and organizations for fraud protection and credit risk reduction.

**Blogs:** The information you provide us in connection with your user profile or any content you post to the Website, may be used to

facilitate and provide your requested services within the Website and/or your request for our services through other websites. Any personal information or content that you voluntarily disclose online (on discussion boards, in blogs, comments, messages and chat areas, within your public profile page, etc.) becomes publicly available and can be collected and used by others. Your display name may be displayed to other users when you upload text, images or videos, leave comments or send messages through the Website and other users can contact you through messages and comments. Any images, captions, physical descriptions, personal interests or other content that you submit to the Websites may be redistributed through the Internet and other media channels and may be viewed by the general public.

**Communication About the Website or in Response to Your Requests:** As part of the Website and our services, you will receive email and other communication relating to your use of the Website or your user account. You acknowledge and agree that by posting information on the Website or otherwise using the Website, we and our agents may send you email, contact you or engage in other communication that they determine in their sole discretion relate to your profile or use of the Website. We may use a user's email address (or telephone number for text and multimedia messaging) to send updates, a newsletter or other news regarding the Website or our services.

**With Your Consent:** Except as set forth above, you will be notified when your personal information may be shared with third parties.

**Is Information About Me Secure?** If you choose to create one, your SilkyPond account information is protected by a password for your privacy and security. It is your responsibility to protect against unauthorized access to your password and to your computer by logging off once you have finished using a shared computer. We use industry-standard Secure Socket Layer (SSL) software to protect the security of your personal information during transmission, which encrypts all of the information you input. We endeavor to protect user information to ensure that the user account information is kept private, however, we cannot guarantee the security of user account information. Unauthorized entry or use, hardware or software failures, and other factors may compromise the security of user information at any time. For more information about the security measures SilkyPond uses in connection with the website, please contact us at [hello@silkypond.com](mailto:hello@silkypond.com). SilkyPond employees who do not need personal information to perform a specific job will not be granted access to such information. All of our employees are kept up to date on our Privacy Policy and security practices.

**What Information Can I Access and What Can I Delete?** You can access your personal information on our websites and correct, amend, or delete information that is inaccurate. To do this, login to your account and click "edit account" to view and edit your profile. Please note that even after you have disabled information for public viewing on our sites, all information may remain in our records after editing or deleting your account information. If you create digital content on or through our sites (such as a blog, stylebook or wish list) you may delete that content, but if the content has been reposted on other sites by SilkyPond employees or other users, it cannot be deleted. Users may post comments on posts. Such comments cannot be deleted.

**What Choices Do I Have?** As stated above, you can always opt not to disclose information, but then you may be unable to use certain features on our websites. You are able to add or update certain information on pages, such as those listed in the "What Personal Information About Users Does SilkyPond Collect?" section above. When you update information, however, we often maintain a copy of the unrevised information in our records. You may request deletion of your SilkyPond account by sending a message to [hello@silkypond.com](mailto:hello@silkypond.com). Please note that even after your account has been disabled, information may remain in our records after deletion of your account. If you do not wish to receive e-mail or other mail from us, please notify us by email at [hello@silkypond.com](mailto:hello@silkypond.com). Please note that if you do not want to receive legal notices from us, such as this Privacy Policy, those legal notices will still govern your use of the [Silkypond.com](http://Silkypond.com), and you are responsible for reviewing such legal notices for changes. As explained earlier, the "help" portion of the toolbar on the majority of browsers will direct you on how to prevent your browser from accepting new cookies, how to command the browser to tell you when you receive a new cookie, or how to fully disable cookies. Please note, however, that if your browser does not accept cookies, you will not be able to take advantage of some of our attractive features and services.

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