

Terms of Service – NAKED RECIPES

1. DESCRIPTION OF SERVICE AND ACCEPTANCE OF TERMS OF USE

Naked Recipes, LLC ("Naked Recipes," "we," or "us") provides an online video service offering a selection of movies, clips, and other content (collectively, "Content") for viewing on the nakedrecipes.com website (the "Naked Recipes Site"), and other websites where users are permitted to embed Naked Recipes' video player (the "Video Player") in accordance with these Terms of Use (these websites, together with the Naked Recipes Site and Distribution Sites, are referred to collectively as the "Sites"). Our video service, our Video Player, and any other features, tools, applications, materials, or other services offered from time to time by Naked Recipes in connection with its business on any of the Sites are referred to collectively as the "Naked Recipes Services." We are a company based in the United States.

It is our pleasure to provide the Naked Recipes Services for your personal enjoyment and entertainment. To enjoy Naked Recipes and the Naked Recipes Services, you must agree to, and follow, the terms and conditions set forth in these Terms of Use ("Terms of Use" or "Terms"). By visiting the Naked Recipes Site or using any of the Naked Recipes Services on any of the Sites, you are agreeing to these Terms. Please take a moment to carefully read through these Terms. It is our goal to provide you with a first class user experience, so if you have any questions or comments about these Terms, please contact us at feedback@nakedrecipes.com (subject line: "TOU Question").

2. CHANGES TO THE TERMS OF USE BY NAKED RECIPES

Naked Recipes may change these Terms of Use at any time and such change shall be effective upon posting the new Terms of Use on the Naked Recipes Site at <http://www.nakedrecipes.com/terms>. Any visit to the Naked Recipes Site or use of the Naked Recipes Services on any of the Sites by you after the new Terms are posted will be deemed to evidence your agreement to such change. Therefore, it is important you read this page regularly to ensure that you are familiar with the most updated Terms.

3. ACCESS AND USE OF THE NAKED RECIPES SERVICES

You must be at least 15 years of age to visit the Naked Recipes Site or use the Naked Recipes Services on any Site.

Your License. Naked Recipes is pleased to grant you a limited license to view the Content and to use the Naked Recipes Services for personal, non-commercial purposes as set forth in these Terms.

The Content. You may only view the Content personally and for a non-commercial purpose. You must not remove, alter, interfere with, or circumvent any copyright, trademark, or other

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The Video Player. You may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player. This restriction includes disabling, reverse engineering, modifying, or otherwise circumventing the Video Player in a manner that enables users to view the Content without displaying visibly both the Video Player and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of the webpage where the Video Player is located.

Embedding a Video Using the Video Player. You may embed videos using the Video Player, provided you do not embed the Video Player on any website or other location that contains or hosts content that is unlawful, infringing, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, encourages criminal conduct, gives rise to civil liability, violates any law, rule, or regulation, infringes any right of any third party including intellectual property rights, is otherwise inappropriate or objectionable to Naked Recipes (in Naked Recipes' sole discretion), or links to infringing or unauthorized content (collectively, "Unsuitable Material"). You may not embed the Video Player into any hardware or software application.

Ownership. You agree that Naked Recipes owns and retains all rights to the Naked Recipes Services. You further agree that the Content provided to you and other users as part of the Naked Recipes Services is owned by Naked Recipes and Naked Recipes' licensors. The Naked Recipes Services and the Content are protected by copyright, trademark, and other intellectual property laws.

Your Responsibilities. In order for us to keep the Naked Recipes Services safe and available for everyone to use, we all have to follow the same rules of the road. In general, you and other users must use the Naked Recipes Services for lawful and appropriate purposes only. Your commitment to this principle is critical. You agree **not** to use the Naked Recipes Services in a way that:

- violates the rights of others including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights;

- uses technology or other means to access the Content or the Naked Recipes Services that is not authorized by Naked Recipes (including by disabling or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, reproduction, or distribution of the Content or Naked Recipes Services);
- involves accessing the Naked Recipes Services through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices — but not caches or archives — of the Naked Recipes Services and excluding those search engines that host, promote, or link primarily to infringing or unauthorized content);
- attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- attempts to damage, disable, overburden, impair, or gain unauthorized access to the Naked Recipes Services, including Naked Recipes' servers, computer network, or user accounts;
- attempts to remove, modify, disable, or otherwise impair any advertising in connection with the Naked Recipes Service;
- attempts to collect personally identifiable information in violation of Naked Recipes' Privacy Policy;
- encourages conduct that would constitute a criminal offense or give rise to civil liability;
- violates these Terms or any guidelines or policies posted by Naked Recipes; or
- interferes with any other party's use and enjoyment of the Naked Recipes Services.

4. PAYMENTS

Access to the Naked Recipes Site and use of the Naked Recipes Services is free. If we feel it is appropriate to charge for certain premium Naked Recipes Services, we will, of course, notify you. You then will have an opportunity not to use such premium Naked Recipes Services if you are not interested in paying for them. You are responsible for any costs you incur to access the internet.

5. USER REVIEWS, COMMENTS, AND OTHER MATERIAL

Your Posts. As part of the Naked Recipes Services, users may have an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") reviews, comments, or other materials (collectively, "User Material"). In order to keep the Naked Recipes Services enjoyable for all of our users, you must adhere to the rules below.

Please choose carefully the User Material that you Post. Please limit yourself to User Material directly relevant to the Naked Recipes Services. Moreover, you must not Post User Material that: (a) contains Unsuitable Material (as defined above in Section 3); or (b) improperly claims the identity of another person. You should also be careful if you decide to Post personally

identifiable information, such as your full name, email address, telephone number, or street address.

You must be, or have first obtained permission from, the rightful owner of any User Material you Post. By submitting User Material, you represent and warrant that you own the User Material or otherwise have the right to grant Naked Recipes the license provided below; you also represent and warrant that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. Naked Recipes will remove all User Material if we are properly notified that such User Material infringes on another person's rights. You acknowledge that Naked Recipes does not guarantee any confidentiality with respect to any User Material.

Naked Recipes does not claim any ownership rights in User Material that you Post. After Posting your User Material, you continue to retain all of the same ownership rights you had prior to Posting. By Posting your User Material, you grant Naked Recipes a limited license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, publicly perform, and publish such User Material through the Naked Recipes Services worldwide, in perpetuity, in any media formats and any media channels now known or hereinafter created. Without this license, we would not be able to provide your User Material in connection with the Naked Recipes Services. For example, without the right to modify User Material, we could not format it to satisfy technical requirements, and without the right to publish User Material, we could not allow other users to view your User Material. The license you grant to Naked Recipes is non-exclusive (meaning you are not prohibited by us from licensing your User Material to anyone else in addition to Naked Recipes), fully-paid, and royalty-free (meaning that Naked Recipes is not required to pay you for the use of your User Material), and sublicensable (so that Naked Recipes is able to use its affiliates, subcontractors, and other partners, such as internet content delivery networks to provide the Naked Recipes Services). By Posting your User Material, you also hereby grant each user of the Naked Recipes Services a non-exclusive limited license to access your User Material, and to use, display, reproduce, distribute, and perform such User Material as permitted through the functionality of the Naked Recipes Services and under these Terms of Use.

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Third Party Websites. If we provide links or pointers to other websites, you should not infer or assume that Naked Recipes operates, controls, or is otherwise connected with these websites. When you click on a link within the Naked Recipes Services, we will not warn you that you have left a Site and are subject to the terms and conditions (including privacy policies) of the destination website. In some cases, it may be less obvious than others that you have left a Site and reached another website. Please be careful to read the terms of use and privacy policy of any website before you provide any confidential information or engage in any transactions. You should not rely on these Terms for another website.

Naked Recipes is not responsible for the content or practices of any website other than the Naked Recipes Site, even if it links to the Naked Recipes Site and even if the website is operated by a company affiliated or otherwise connected with Naked Recipes. By using the Naked Recipes Services, you acknowledge and agree that Naked Recipes is not responsible or liable to you for any content or other materials hosted and served from any website other than the Naked Recipes Site.

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Naked Recipes does not knowingly accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, information, suggestions, ideas, or concepts. Naked Recipes' policy is to delete any such submission without reading it. Therefore, any similarity between an unsolicited submission and any elements in any Naked Recipes creative work, including a film, series, story, title, or concept, would be purely coincidental.

9. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

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YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE NAKED RECIPES PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE NAKED RECIPES SERVICES.

10. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that any Content, User Material, or other material provided through the Naked Recipes Services, including through a link, infringes your copyright, you should notify Naked Recipes of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement which Naked Recipes receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to Naked Recipes' Copyright Agent at dmca@nakedrecipes.com (subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

Attention: Copyright Agent
Naked Recipes, LLC

4350 Palazzo Lane
Corona, CA 92883
Facsimile:

To be effective, the notification must be in writing and contain the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Naked Recipes Services that is reasonably sufficient to enable Naked Recipes to identify and locate the material; (d) how Naked Recipes can contact you, such as your address, telephone number, and email 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 that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. Emails sent to dmca@nakedrecipes.com for purposes other than communication about copyright infringement may not be answered.

Naked Recipes has a policy of terminating repeat infringers in appropriate circumstances.

11. GENERAL INFORMATION

International Use. Naked Recipes' goal is to bring you as much Content as is legally available. That said, we are limited by the rights that our content licensors grant to us. Using technologies to access the Content from territories where Naked Recipes does not have rights is prohibited.

Export Controls. Software and the transmission of applicable technical data, if any, in connection with the Naked Recipes Services are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

Choice of Law. These Terms of Use are governed by, and construed in accordance with, the laws of the State of California without giving effect to principles of conflicts of law. In the event of a dispute, you agree to submit to the exclusive jurisdiction of the courts located in the Los Angeles County of the State of California.

No Waiver/Reliance. If you see other parties violating these Terms from time to time, we would appreciate it if you would let us know at feedback@nakedrecipes.com (subject line: "TOU Violation"). Precisely how Naked Recipes responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. You may not rely upon Naked Recipes' precise response with respect to one party or one situation as any indication of what Naked Recipes might do with respect to another party or another situation, even if the parties or situations appear to be similar. Similarly, if we fail to act in response to a violation of these Terms of Use, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms of Use with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, Naked Recipes'

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Integration, Amendment, and Severability. Please note that these Terms of Use, including Naked Recipes' Privacy Policy which is incorporated in these Terms, constitute the entire legal agreement between you and Naked Recipes and govern your use of the Naked Recipes Services (but excludes any services, if any, that Naked Recipes may provide to you under a separate signed written agreement), and completely replaces any prior agreements between you and Naked Recipes in relation to the Naked Recipes Services. These Terms may not be amended or varied except in a writing signed by Naked Recipes . These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

No Use of Electronic or Digital Signatures. Although we understand that electronic or digital signatures are frequently viewed as the equivalent of traditional written signatures these days, for purposes of these Terms of Use, a signature or "signed" writing or written agreement may not include an electronic or digital signature.

Thank you for taking the time to read these Terms of Use. These Terms of Use will be updated from time to time, so you should check back frequently to read the most recent Terms. By understanding and agreeing to follow these Terms, the experience will be better for all users. Enjoy the Naked Recipes Services!