

TERMS OF USE

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1. ACCEPTANCE OF TERMS

These Terms of Use ("Terms") constitute a legally binding agreement between you, whether acting in an individual capacity or on behalf of an organization ("User," "you," or "your"), and DspankaB Productions ("Company," "we," "us," or "our"), governing your access to and use of the website located at dspankab.com, together with any affiliated websites, mobile applications, digital platforms, media channels, products, services, content, and related technologies (collectively, the "Platform").

The Company is organized and operating under the laws of the Commonwealth of Massachusetts, United States, with its principal business address located at Boylston Street, Boston, Massachusetts 02119. The Company's registration and tax information, including VAT Registration Number DC2439, may be updated from time to time.

By accessing, browsing, registering for, or otherwise using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as any policies, guidelines, and supplemental terms incorporated herein by reference. If you do not agree to these Terms in their entirety, you must immediately discontinue all access to and use of the Platform.

The Company reserves the right, at its sole discretion, to amend, modify, or update these Terms at any time. Any revisions shall become effective upon publication on the Platform unless otherwise stated. Continued use of the Platform following the publication of revised Terms constitutes your acceptance of such revisions.

The Platform is not intended for use in jurisdictions where its access or use would violate applicable laws or regulations or subject the Company to any registration, licensing, or regulatory requirements. Users accessing the Platform from outside the United States do so at their own initiative and are solely responsible for compliance with applicable local laws.

In accordance with applicable federal record-keeping requirements, including 18 U.S.C. § 2257A where applicable, the Platform is strictly intended for individuals who are at least eighteen (18) years of age. Persons under the age of eighteen (18) are prohibited from accessing, registering for, or using the Platform.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise expressly stated, all content, materials, functionality, software, source code, databases, text, graphics, photographs, audio recordings, video recordings, trademarks, service marks, logos, trade names, and other proprietary materials available through the Platform (collectively, the "Intellectual Property") are owned by, licensed to, or otherwise controlled by the Company and are protected under applicable copyright, trademark, trade secret, patent, and other intellectual property laws of the United States and international jurisdictions.

Subject to your compliance with these Terms, the Company grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Platform solely for your personal, lawful, and non-commercial purposes.

Except as expressly authorized by the Company in writing, no portion of the Platform or Intellectual Property may be copied, reproduced, republished, uploaded, posted, publicly displayed, distributed, transmitted, modified, sold, licensed, exploited, or otherwise used for any commercial purpose.

All rights not expressly granted herein are reserved by the Company.

4. USER REGISTRATION

To access certain features of the Site, you may be required to create and maintain a registered user account. By registering an account, you agree to provide accurate, current, and complete information and to promptly update such information as necessary.

You are solely responsible for maintaining the confidentiality and security of your account credentials, including your username and password, and for all activities conducted through your account. You agree to notify the Company immediately of any unauthorized access to or use of your account or any other breach of security.

The Company reserves the right, in its sole discretion, to refuse, remove, reclaim, suspend, or modify any username, account identifier, or registration information that is deemed inappropriate, misleading, offensive, unlawful, infringing, or otherwise objectionable, without prior notice or liability.

5. PROHIBITED ACTIVITIES

The Site and its content are provided solely for the purposes authorized by the Company. Except as expressly permitted by these Terms of Use, you may not access, use, or exploit the Site for any unlawful, unauthorized, commercial, or prohibited purpose.

As a condition of your use of the Site, you agree that you shall not:

1. Collect, extract, scrape, harvest, copy, download, or systematically retrieve data, content, or information from the Site for the purpose of creating, compiling, or maintaining a database, directory, archive, collection, or similar resource without the Company's prior written consent.
2. Engage in any fraudulent, deceptive, misleading, or unlawful conduct, including attempts to obtain sensitive account information, passwords, or personal data belonging to other users.
3. Circumvent, disable, interfere with, or otherwise compromise any security-related features, access controls, usage restrictions, or technological protection measures implemented on the Site.
4. Defame, disparage, tarnish, damage, or otherwise harm the reputation, goodwill, operations, or interests of the Company, the Site, or its affiliates.
5. Use information obtained through the Site to harass, intimidate, threaten, abuse, exploit, or otherwise harm any individual or entity.
6. Abuse customer support services, submit false reports, make fraudulent claims, or misuse any communication channels provided by the Company.
7. Use the Site in violation of any applicable local, state, federal, or international law, regulation, rule, or governmental requirement.
8. Create unauthorized links to, frame, mirror, reproduce, or otherwise misrepresent the Site or any portion thereof.
9. Upload, transmit, distribute, or introduce viruses, malware, Trojan horses, ransomware, malicious code, corrupted files, or other harmful technologies designed to disrupt, damage, impair, or interfere with the operation of the Site or related systems.
10. Engage in automated access or use of the Site, including through bots, crawlers, spiders, scrapers, scripts, data-mining tools, artificial intelligence collection systems, or similar automated technologies without prior written authorization.
11. Remove, alter, obscure, or tamper with any copyright notice, trademark notice, proprietary legend, or other intellectual property designation appearing on the Site.
12. Impersonate any person or entity, misrepresent your affiliation with any individual or organization, or otherwise create a false identity.
13. Upload or deploy technologies intended to collect information from users without authorization, including spyware, web bugs, tracking pixels, unauthorized cookies, passive collection mechanisms, or similar surveillance technologies.
14. Interfere with, disrupt, overload, impair, or create an unreasonable burden on the Site, its servers, networks, infrastructure, or related services.

15. Harass, threaten, intimidate, abuse, or otherwise interfere with the Company's employees, contractors, representatives, moderators, or agents.
16. Attempt to bypass, defeat, or circumvent any measures implemented to restrict or control access to the Site or any portion thereof.
17. Copy, modify, adapt, translate, distribute, create derivative works from, or otherwise exploit the software, source code, architecture, or functionality of the Site.
18. Reverse engineer, decompile, decrypt, disassemble, or otherwise attempt to derive the source code of any software, application, or technology used in connection with the Site, except where expressly permitted by applicable law.
19. Develop, distribute, or use any automated software, utility, program, or device designed to interact with, monitor, manipulate, or gain unauthorized access to the Site.
20. Use any third-party purchasing agent, proxy purchaser, or similar intermediary to conduct transactions through the Site without authorization.
21. Collect usernames, email addresses, personal information, or other user data for the purpose of sending unsolicited communications, marketing materials, spam, or other unauthorized messages.
22. Create accounts through automated means, deceptive practices, false identities, or fraudulent representations.
23. Use the Site, its content, or its services for any competitive purpose, including the development, promotion, or operation of products or services that compete with those offered by the Company.
24. Use the Site to advertise, market, promote, solicit, or sell products, services, or opportunities without the Company's prior written approval.
25. Sell, lease, sublicense, transfer, assign, or otherwise convey your account, profile, access rights, or privileges to any third party.

Any violation of this Section may result in the immediate suspension or termination of your account, removal of content, restriction of access, legal action, or any other remedy available to the Company under applicable law or these Terms of Use.

6. USER-GENERATED CONTRIBUTIONS

The Site may provide you with opportunities to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content, materials, or information, including but not limited to text, images, audio, video, graphics, comments, suggestions, or personal data (collectively, "Contributions"). Contributions may be viewable by other users of the Site and, in some cases, third-party websites. By

submitting Contributions, you acknowledge that they may be treated as non-confidential and non-proprietary.

When submitting Contributions, you represent and warrant that:

1. You are the creator and owner of the Contributions or otherwise have all necessary rights, licenses, consents, and permissions to grant the rights set forth in these Terms.
2. The Contributions do not and will not infringe or misappropriate the intellectual property, proprietary, privacy, or publicity rights of any third party, including but not limited to copyrights, trademarks, patents, trade secrets, and moral rights.
3. You have obtained written consent from all identifiable individuals appearing in your Contributions to use their name, likeness, or personal information as contemplated by the Site.
4. Contributions are accurate, truthful, and not misleading, and do not constitute unsolicited or unauthorized advertising, promotional material, pyramid schemes, chain letters, spam, or other forms of solicitation.
5. Contributions are not obscene, offensive, harassing, threatening, defamatory, violent, discriminatory, or otherwise objectionable, and do not ridicule, mock, or harm any individual or group.
6. Contributions comply with all applicable laws, regulations, and rules, including those protecting minors from harmful content.
7. Contributions do not violate these Terms of Use or any applicable law.

Any violation of these requirements may result in the removal of Contributions and/or suspension or termination of your access to the Site.

7. CONTRIBUTION LICENSE

By submitting Contributions to the Site, or by linking any social media or external account to the Site, you grant the Company an unrestricted, perpetual, irrevocable, royalty-free, transferable, worldwide, fully paid, non-exclusive license to:

1. Host, use, copy, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly perform, publicly display, archive, cache, excerpt, reformat, or otherwise exploit your Contributions, in whole or in part, in any media format or channel now known or hereafter developed.
2. Prepare derivative works or incorporate Contributions into other works and sublicense these rights to third parties.

3. Use your name, company name, trademarks, service marks, logos, images, and voice in connection with your Contributions.

You retain ownership of your Contributions and any associated intellectual property rights. You waive all moral rights to the extent permitted by law and represent that no moral rights have been asserted against your Contributions.

The Company may, in its sole discretion, edit, redact, re-categorize, pre-screen, or remove any Contributions at any time, with or without notice. The Company is under no obligation to monitor or verify your Contributions, and you agree to indemnify, defend, and hold the Company harmless from any claims, damages, or liabilities arising from your Contributions.

You remain solely responsible for the content you submit, and all legal responsibility related to your Contributions rests with you.

8. MOBILE APPLICATION LICENSE

Mobile Application License Grant

If the Site is made available through a mobile application ("Application"), the Company grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to install, access, and use the Application solely on devices owned or controlled by you and strictly in accordance with these Terms of Use.

Except as expressly permitted by applicable law, you agree that you shall not:

1. Reverse engineer, decompile, disassemble, decrypt, modify, or otherwise attempt to derive the source code, underlying structure, or proprietary technology of the Application.
2. Modify, adapt, translate, enhance, improve, create derivative works from, or otherwise alter the Application.
3. Use the Application in violation of any applicable law, regulation, or third-party right.
4. Remove, alter, obscure, or interfere with any copyright, trademark, proprietary notice, or other intellectual property designation contained within the Application.
5. Use the Application for any commercial purpose, revenue-generating activity, or purpose not expressly authorized by the Company.
6. Make the Application available over a network or environment that permits simultaneous access by multiple users or devices without authorization.
7. Use the Application to develop, support, or operate any product, service, or software that competes with, substitutes for, or replicates the functionality of the Application.

8. Use the Application to send automated requests, unsolicited communications, spam, or other unauthorized electronic communications.
9. Utilize any proprietary information, interfaces, intellectual property, or technologies belonging to the Company in the development, manufacture, licensing, distribution, or operation of any third-party products, services, or technologies.

Apple App Store and Google Play Terms

The following additional terms apply if you download or access the Application through the Apple App Store or Google Play Store (each an "App Distributor"):

1. The license granted herein is limited to a non-transferable right to use the Application on a device operating the applicable Apple iOS or Android operating system and in accordance with the applicable App Distributor's terms and policies.
2. The Company is solely responsible for providing maintenance, support, and updates for the Application as required by applicable law. App Distributors have no obligation to provide maintenance or support services.
3. In the event the Application fails to conform to any applicable warranty, you may notify the applicable App Distributor. To the extent permitted by applicable law, the App Distributor's sole obligation may be limited to a refund of the purchase price, if any, paid for the Application.
4. You represent and warrant that:
 - a. You are not located in a country subject to a United States government embargo or sanctions program; and
 - b. You are not listed on any United States government list of prohibited or restricted parties.
5. You agree to comply with all applicable third-party agreements and service terms when using the Application.
6. You acknowledge and agree that each App Distributor is an intended third-party beneficiary of these Terms and may enforce applicable provisions directly against you.

9. SOCIAL MEDIA INTEGRATION

The Site may permit you to connect or link your account with accounts maintained through third-party service providers ("Third-Party Accounts"). You may establish such connections by providing login credentials or authorizing access through the applicable third-party platform.

By linking a Third-Party Account, you represent and warrant that:

1. You are authorized to provide such credentials or grant such access.

2. Your actions do not violate any agreement, policy, or legal obligation applicable to the Third-Party Account.
3. The Company will not incur any fees, restrictions, liabilities, or obligations as a result of such connection.

Upon linking a Third-Party Account, you authorize the Company to access, retrieve, store, and display information, content, and materials associated with that account ("Social Network Content"), to the extent permitted by the applicable third-party service and your selected privacy settings.

You acknowledge and agree that:

1. Social Network Content may become available through your Site account.
2. Information shared through Third-Party Accounts may include personal information depending upon your privacy settings and permissions.
3. The availability of Social Network Content depends upon the continued operation of the applicable third-party service.
4. If a Third-Party Account becomes unavailable or access is revoked, associated content may no longer be accessible through the Site.

The Company does not review, monitor, verify, or endorse Social Network Content and disclaims all responsibility for its accuracy, legality, completeness, or reliability.

You may disconnect a Third-Party Account at any time through your account settings or by contacting the Company. Upon disconnection, the Company will use commercially reasonable efforts to remove information obtained from the Third-Party Account, except information necessary for account administration, security, legal compliance, or records retention purposes.

YOUR RELATIONSHIP WITH ANY THIRD-PARTY SERVICE PROVIDER IS GOVERNED
SOLELY BY YOUR AGREEMENT WITH THAT PROVIDER.

10. USER SUBMISSIONS

Any feedback, comments, suggestions, recommendations, ideas, proposals, or other information submitted by you to the Company regarding the Site or its services (collectively, "Submissions") shall be deemed non-confidential and non-proprietary.

By providing a Submission, you grant the Company a perpetual, irrevocable, worldwide, royalty-free, fully paid, transferable, and sublicensable right to use, reproduce, modify, distribute, display, publish, commercialize, and otherwise exploit such Submission for any lawful purpose without compensation, acknowledgment, or further consent.

You represent and warrant that:

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ALL RIGHTS RESERVED.

1. You own or control all rights necessary to submit the Submission.
2. The Submission does not infringe the rights of any third party.
3. The Submission is accurate and lawful.

To the fullest extent permitted by law, you waive any moral rights or similar rights that may exist in connection with any Submission.

The Company shall have no obligation to maintain confidentiality regarding any Submission and assumes no liability for its use or exploitation.

11. THIRD-PARTY WEBSITES AND CONTENT

The Site may contain links to third-party websites, services, applications, resources, advertisements, or other materials (collectively, "Third-Party Resources"). These Third-Party Resources are provided solely for convenience and informational purposes.

The Company does not own, control, monitor, endorse, investigate, verify, or assume responsibility for any Third-Party Resources, including their:

1. Content, information, products, or services;
2. Accuracy, completeness, legality, or reliability;
3. Privacy practices, security measures, or business operations; or
4. Terms, policies, or contractual obligations.

Accessing or using Third-Party Resources is entirely at your own risk. Once you leave the Site, these Terms of Use no longer govern your activities, and you are responsible for reviewing the applicable terms, policies, and practices of the third-party provider.

The Company shall not be liable for any loss, damage, claim, expense, or liability arising from:

1. Your use of or reliance upon Third-Party Resources;
2. Transactions conducted with third-party providers;
3. Purchases of products or services offered by third parties; or
4. Any interaction, communication, or dispute between you and a third party.

The inclusion of any link, reference, advertisement, or integration does not constitute endorsement, sponsorship, approval, or affiliation by the Company.

You agree to release, defend, indemnify, and hold harmless the Company from any claims, losses, damages, liabilities, costs, or expenses arising out of your use of any Third-Party Resource or your interactions with any third-party provider.

12. SITE MANAGEMENT

The Company reserves the right, but has no obligation, to:

1. Monitor the Site for compliance with these Terms of Use.
2. Take any legal action it deems appropriate against users who violate the law or these Terms, including reporting such users to law enforcement authorities.
3. Refuse, restrict, or limit access to, or disable, any Contributions or portions thereof, at its sole discretion.
4. Remove or disable content that is excessive in size or otherwise burdensome to the Site's systems, without notice or liability.
5. Manage the Site in any manner designed to protect the Company's rights, property, and the proper functioning of the Site.

The Company is not obligated to exercise any of these rights, and its failure to do so does not constitute a waiver of such rights.

13. PRIVACY POLICY

The Company values your privacy and data security. Use of the Site is subject to the Company's Privacy Policy, which is incorporated by reference into these Terms of Use.

Please note that the Site is hosted in the United States. If you access or use the Site from any other country, your personal data may be transferred to, stored, and processed in the United States, in accordance with U.S. law. By using the Site, you consent to such transfer, storage, and processing.

14. COPYRIGHT INFRINGEMENTS

The Company respects the intellectual property rights of others. If you believe that material on the Site infringes your copyright, you may submit a notification ("Notification") using the contact information provided by the Company.

Upon receipt, a copy of your Notification may be sent to the individual who posted or stored the allegedly infringing material. Be advised that misrepresentations in a Notification may result in legal liability. If you are unsure whether material infringes your rights, you should seek legal counsel before submitting a Notification.

15. TERM AND TERMINATION

These Terms of Use remain in effect while you use the Site. The Company may, in its sole discretion and without notice or liability:

1. Deny access to or use of the Site, including blocking IP addresses.
2. Terminate your account and delete any content or information you have posted.
3. Suspend or terminate your use or participation for breach of any representation, warranty, or covenant contained in these Terms, or for violation of applicable law.

If your account is terminated or suspended, you may not create a new account under your name, a false name, or a third party's name. The Company may also pursue civil, criminal, or injunctive remedies.

16. MODIFICATIONS AND INTERRUPTIONS

The Company may, at any time and for any reason, modify, update, or remove any content or features of the Site without notice.

The Site may experience interruptions due to maintenance, hardware, software, or other issues. The Company is not responsible for any loss, damage, or inconvenience caused by downtime, interruptions, or discontinuation of the Site.

Nothing in these Terms obligates the Company to maintain or support the Site, provide updates, or correct errors.

17. GOVERNING LAW

These Terms of Use and your use of the Site are governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles, and applicable to agreements made and performed entirely within Massachusetts.

18. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and reduce the cost of disputes, the Parties agree to attempt to resolve any dispute, controversy, or claim related to these Terms of Use (each, a "Dispute") informally for at least sixty (60) days before initiating arbitration, except as expressly excluded below. Informal negotiations begin upon written notice from one Party to the other.

Binding Arbitration

If informal negotiations fail, all Disputes (except those expressly excluded below) shall be finally and exclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, if applicable, the AAA Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Rules"). Arbitration may be conducted in person, by phone, online, or via document submission. The arbitrator will issue a written decision, which may

include the reasoning if requested by either Party. The arbitration will be conducted in Massachusetts, USA, and the arbitrator must apply applicable law.

The Parties understand that arbitration waives the right to a court trial or jury. The Parties may, however, seek court intervention to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the arbitrator's award.

Exceptions

Disputes not subject to informal negotiation or arbitration include:

1. Disputes involving intellectual property rights.
2. Allegations of theft, piracy, invasion of privacy, or unauthorized use.
3. Claims seeking injunctive relief.

Restrictions

Arbitration is limited to individual disputes between the Parties. Class actions, representative actions, or consolidation with other proceedings are prohibited.

Court Jurisdiction

If arbitration is found unenforceable, Disputes shall be resolved in the state or federal courts located in Massachusetts, USA. The Parties consent to personal jurisdiction in such courts and waive defenses of lack of jurisdiction or forum non conveniens.

19. CORRECTIONS

The Site may contain errors, inaccuracies, or omissions, including in descriptions, pricing, or availability. The Company reserves the right to correct any such errors and update the Site content at any time without prior notice.

20. DISCLAIMER

The Site is provided on an "as-is" and "as-available" basis. Use of the Site is at your sole risk. To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

The Company makes no representations about the accuracy or completeness of Site content or third-party websites. The Company is not responsible for:

1. Errors or inaccuracies in content.
2. Personal injury or property damage arising from Site use.
3. Unauthorized access to secure servers or data.
4. Site interruptions or downtime.
5. Viruses or harmful code transmitted via the Site.

6. Errors or omissions in content or materials provided by third parties.

The Company does not guarantee, endorse, or monitor third-party products or services accessed through the Site. Transactions with third parties are at your own risk.

21. LIMITATIONS OF LIABILITY

The Company, its affiliates, officers, employees, and agents are not liable for any direct, indirect, incidental, special, exemplary, or consequential damages, including lost profits, revenue, or data, arising from your use of the Site, even if advised of the possibility of such damages.

22. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its subsidiaries, affiliates, officers, agents, partners, and employees from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising from:

1. Your Contributions.
2. Use of the Site.
3. Breach of these Terms.
4. Violation of your representations and warranties.
5. Violation of third-party rights, including intellectual property rights.
6. Any harmful actions toward other users.

The Company may assume control of any claim at its discretion, and you agree to cooperate at your expense. The Company will use reasonable efforts to notify you of any claim subject to indemnification.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no

liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to

receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

25. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the

Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North

Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone: (800) 952-5210 or (916) 445-1254.

26. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

27. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

JefeBlanco-Entertainment
High Street Central Falls, RI 02863 United States
Phone: 857-246-9651