

## Dr. Beach Productions, Inc. Website Terms and Conditions

These terms of service ("Terms") apply to your use of the Dr. Beach Productions, Inc. website, [reachdrbeach.com](http://reachdrbeach.com) (the "Website") (additional domains: outreachwithdrbeach.com, reachdrbeach.com). By using this Website, you agree to be bound by these Terms, which may be modified by Dr. Beach Productions, Inc. ("Dr. Beach" us, " we") at any time and posted on this page. By accepting these Terms through your use of the Website, you represent and warrant that you are at least 18 years of age and lawfully able to accept these Terms. If you are under the age of 18 but at least 13 years of age, you may use this Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with Dr. Beach Productions, Inc. or its affiliates. IF YOU CHOOSE TO USE THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND BY ALL TERMS AND POLICIES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE. If you are using the Website on behalf of any entity, you further represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to indemnify Dr. Beach Productions, Inc. for violations of these Terms.

Please note that we may change, add or remove portions of these Terms at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms, and your continued use of this Website indicates your acceptance of these changes. You acknowledge and agree that it is your responsibility to review this site and these Terms periodically and that we may make changes to these Terms from time to time without specifically notifying you.

### Ownership of the Website and Its Contents

This Website is owned by Dr. Beach Productions, Inc. Unless otherwise indicated, all of the content featured or displayed on this Website, including but not limited to, articles, text, graphics, data, photographs, video clips, audio clips, illustrations, software, and the selection and arrangement thereof (the "Dr. Beach Productions, Inc. Content") are owned or licensed by either Dr. Beach Productions, Inc. or its content providers ("Licensors"). All elements of the Website, including the Dr. Beach Productions, Inc. Content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.

The contents of the Website are intended for your personal, noncommercial use. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit, any of the Dr. Beach Productions, Inc. Content in whole or in part. Without limiting the generality of the foregoing, you may not distribute any part of this site or any content thereon over any network or sell or offer it for sale. You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from the United States or the country in which you reside.

### Copyright Infringement Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, Dr. Beach Productions, Inc. has adopted a policy of terminating, in appropriate circumstances and at Dr. Beach Productions Inc.'s sole discretion, account holders who infringe the intellectual property rights of Dr. Beach Productions, Inc. or any third party.

### Copyright Complaints

If you believe that any material on the Website infringes upon any copyright that you own or control, you may file a notification of such infringement with our Designated Agent as set forth below:

Dr. Beach Productions, Inc.  
Phone: 1.833.drbeach

Email: [drb@reachdrbeach.com](mailto:drb@reachdrbeach.com)

We may give notice of a claim of copyright infringement by means of a general notice on the Website, electronic mail to a user's e-mail address, or by written communication sent by first-class mail to a user's address.

### Trademark

The Reach Dr. Beach or Outreach with Dr. Beach name and logo, and any other Dr. Beach Productions, Inc. product name, service name, or slogan on the Website are trademarks of Dr. Beach Productions, Inc. and/or its Licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Dr. Beach Productions, Inc. or the applicable trademark holder. You may not use metatags or any other "hidden text" utilizing "Reach Dr. Beach" "Outreach with Dr. Beach", "Insights

with Dr. Beach” or any other name, trademark or product or service name of Dr. Beach Productions, Inc. or the Licensors without our prior written permission.

In addition, the look and feel of the Website, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Dr. Beach Productions, Inc. and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, organizations or other information does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## Privacy Policy

Dr. Beach Productions, Inc. is committed to protecting your privacy. Please refer to our Privacy Policy, which is incorporated herein by reference, for information on how we collect, use and disclose personal information.

## Links

The Website contains links to other related websites and resources. Dr. Beach Productions, Inc. provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Dr. Beach Productions, Inc. of any site or any information contained therein. When you leave the Website, you should be aware that the Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

Your participation, correspondence or business dealings with any third party found on or through the Website, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Dr. Beach Productions, Inc. shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

## Interactive Areas

The Website may include discussion forums or other interactive areas in which you or third parties create, post or store content, messages, comments, or other items on the Website (“Interactive Areas”). By using any Interactive Areas, you agree not to delete or revise any User Content posted by a third party, or to post, upload, transmit, distribute, store, create or otherwise publish through the Website any of the following:

1. Any message, comment, data, information, text, music, sound, photos, graphics, code or other material ("User Content") that is unlawful, libelous, defamatory, obscene, pornographic, harmful to minors, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
2. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
3. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual property or contractual right of any party. By posting any User Content, you represent and warrant that you have the lawful right to transmit, distribute and reproduce such User Content;
4. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
5. Unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations;
6. Private information of yourself or any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
7. Viruses, corrupted data or other harmful, disruptive or destructive files; and
8. User Content that, in the sole judgment of Dr. Beach Productions, Inc., is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Website, or which adversely affects the availability of resources to other users, which may expose Dr. Beach Productions, Inc. or its users to any harm or liability of any type, or which may cause injury to any person or entity.

Although Dr. Beach Productions, Inc. has no obligation to screen, edit or monitor any of the User Content posted in any Interactive Area, Dr. Beach Productions, Inc. reserves the right, at its discretion, to remove, screen or edit any User Content posted or stored on the Website at any time and for any reason, or terminate your rights to use the Interactive Areas and/or the Website. You acknowledge and agree that Dr. Beach Productions, Inc. may access, use or disclose any information about you or your use of this Website, including without limitation any User Content to comply with the law or any legal process. If you post User Content to the Website, unless we indicate otherwise, you grant Dr. Beach Productions, Inc. and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media now known or hereinafter created. You grant Dr. Beach Productions, Inc. and its affiliates and sublicensees the right to use the name that you submit in connection with such User Content, if they choose.

## Indemnification

You agree to defend, indemnify and hold harmless Dr. Beach Productions, Inc., its directors, officers, employees, agents, managers, members, affiliates, third party information providers, independent contractors and the Licensors against any claims, damages, costs, liabilities and expenses (including, but

not limited to, reasonable attorneys' fees) arising out of or related to any User Content that you post, store or otherwise transmit on or through the Website, your conduct, your use or inability to use the Website, your breach or alleged breach of the Terms or of any representation or warranty contained herein, your unauthorized use of the Dr. Beach Productions, Inc. Content, or your violation of any rights of another.

## Disclaimer

Dr. Beach Productions, Inc. makes no representations or warranties as to the Dr. Beach Productions, Inc. Content's accuracy, correctness or reliability. Dr. Beach Productions, Inc. and its affiliates, successors, assigns, employees, agents, directors, officers, managers and members assume no responsibility or liability which may arise from the Dr. Beach Productions, Inc. Content or your use of this Website, including, but not limited to, claims for defamation, libel, slander, infringement of copyrights or trademarks, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation, Furthermore, Dr. Beach Productions, Inc. does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Website by any User, the Licensors or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. THE DR. BEACH PRODUCTIONS, INC. CONTENT IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FUNCTIONS EMBODIED ON OR IN THE MATERIALS OF THIS WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT DR. BEACH PRODUCTIONS, INC., ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OF THIS WEBSITE OR THE DR. BEACH PRODUCTIONS, INC. CONTENT. WE MAKE NO WARRANTY THAT THE WEBSITE OR THE DR. BEACH PRODUCTIONS, INC. CONTENT IS FREE FROM INFECTION BY VIRUSES OR ANYTHING ELSE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU HEREBY ACKNOWLEDGE THAT USE OF THIS WEBSITE IS AT YOUR OWN RISK.

Some US states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions.

## Limitation of Liability

IN NO EVENT SHALL DR. BEACH PRODUCTIONS, INC., ITS DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, LICENSORS OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT

OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE, THE DR. BEACH PRODUCTIONS, INC. CONTENT OR THE MATERIALS CONTAINED IN OR ACCESS THROUGH THE WEBSITE.

### Applicable Law and Venue

These Terms have been made in and shall be construed and enforced in accordance with California law. Any action to enforce these Terms shall be brought in the state or federal courts located in San Diego, California.

### Miscellaneous

Any waiver of any provision of the Terms will be effective only if in writing signed by Dr. Beach Productions, Inc. If any clause in these Terms is found to be unenforceable, this shall not affect any other clause or the remainder of these Terms, which will remain in full force and effect. Any rights not expressly granted herein are reserved.

### Questions and Contact Information

Questions or comments about the Terms may be directed to Dr. Beach Productions, Inc. at [drb@reachdrbeach.com](mailto:drb@reachdrbeach.com) or by calling (833) drbeach.