

1. Acceptance

ANY PARTICIPATION IN THIS SITE WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THE ABOVE, PLEASE DO NOT USE THIS SITE.

2. Service

- A. These Terms of Service are applicable to all users of the Service, including, without limitation, users who also contribute Content to the Service. The Service includes all aspects of GEEKCASTER, including all products, software and services offered through the GEEKCASTER Internet site, such as GEEKCASTER channels, categories among others.
- B. In order to access features of the Service, you must create a GEEKCASTER account. You should never use another person's account without their consent. When creating your account, you must provide accurate and true information. You are solely responsible for the activity of your account and you must maintain the password of your protected account. You must notify GEEKCASTER immediately of any breach of security or unauthorized use of your account.
- C. GEEKCASTER will not be liable for losses you report as a result of unauthorized use of your account and may be liable for losses from GEEKCASTER or third parties for that unauthorized use.
- D. You will not change or modify any part of the Service.

3. Data and Privacy

All users information will remain private.

4. Service Permits and Restrictions

- A. GEEKCASTER, FOODCASTER, SOULCASTER brands, service marks and logos (the "Marks") contained in the Service, are registered copyrights, trademarks in favor of GEEKCASTER, subject to copyright and other industrial and intellectual property rights under the law.
- B. You will not download any Content unless you see a "download" or similar link displayed by GEEKCASTER in the Service for that Content. You may not copy, reproduce, distribute, transfer, transmit, display, sell, license or otherwise exploit any Content for any purpose without the prior written consent of GEEKCASTER or the relevant licensors of the Content.
- C. You understand that by using the Service you are exposed to Content from a wide variety of sources and that GEEKCASTER is not responsible for the accuracy, usefulness, security or intellectual property rights of or related to such Content. You also understand and agree that you may be exposed to Content that may be inaccurate, offensive, indecent or objectionable and you agree to waive and hereby waive any right or legal defense, whether in cash or in any other way that you have or may have against GEEKCASTER in this regard and, in the broadest manner permitted by applicable law, is obligated to indemnify and hold GEEKCASTER, its owners, operators, affiliates, licensors and licensees free.
- D. All content creators keep and must claim 100% rights and responsibility to the content they upload.

6. Behavior and Grounds for Termination

- A. You will be solely responsible for your Content and for the consequences of sending and publishing your Content on the Service. You affirm, represent and warrant that: you own or have the necessary licenses, rights, consents and permissions to publish the Content you submit and license to GEEKCASTER all patents, trademarks, trade secrets, copyrights or any other property right in and to such Content for publication on the Service in accordance with these Terms of Service.
- B. For greater clarity, you retain all property rights corresponding to your Content. However, by submitting Content to GEEKCASTER, you hereby grant GEEKCASTER a worldwide, non-exclusive, free, sub-licensable and transferable license to use, reproduce, distribute, develop derivative works, display and communicate the Content in connection with the Service and GEEKCASTER businesses (and their successors, successors and affiliates), including, without limitation, for the promotion and redistribution of a part or all of the Service (and derivative works thereof) in any format in media and through of any communication GEEKCASTER will cancel the user's access to the Service, if according to the circumstances, it determines that said user is a recurrent violator of the provisions of these Terms of Service.
- C. Grounds for Termination will be copyright infringement, identity impersonation conduct that harms the community and or the service in any way.

9. Release of Liability

YOU AGREE THAT USE OF THE SERVICES WILL RUN AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LEGISLATION, GEEKCASTER, ITS OFFICERS, ADMINISTRATORS (DIRECTORS), EMPLOYEES, REPRESENTATIVES AND AGENTS ARE RELEASED FROM ANY LIABILITY UNDER ANY TYPE OF WARRANTY, EXPRESSED OR IMPLIED, IN RELATION TO THE SERVICES AND THE USE OF THEMSELVES FOR YOU. GEEKCASTER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE ACCURACY OR ACCURACY OF THE CONTENT OF THE INTERNET SITE OR THE CONTENT OF ANY INTERNET SITES LINKED TO THIS INTERNET SITE AND ASSUMES NO LIABILITY TO ANY CIVIL OR CRIMINAL FOR ANY (I) ERROR, INCONSISTENCY OR INACCURACIES OF THE CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE, RESULTING FROM

YOUR ACCESS TO AND USE OF THE SERVICES, (III) ACCESS OR UNAUTHORIZED USE OF OUR RESTRICTED SERVERS OR ALL AND ANY PERSONAL OR FINANCIAL INFORMATION STORED IN SUCH SERVERS, (IV) INTERRUPTION OR TERMINATION OF TRANSMISSION FOR OR FROM OUR SERVICES, (V) ANY DEFECT, BUG, VIRUSES , HORSES OF TROJAN (TROJAN HORSES) OR SIMILAR THAT COULD BE TRANSMITTED THROUGH OR THROUGH OUR SERVICES BY ANY THIRD PARTY, OR (VI) ANY ERROR OR OMISSION IN ANY CONTENT OR FOR ANY DAMAGE OR LOSS OF ANY NATURE RESULTING FROM THE USE OF ANY CONTENT PUBLISHED, SENT BY E-MAIL, TRANSMITTED, OR MADE AVAILABLE IN ANY OTHER WAY BY CONDUCT OF THE SERVICES. GEEKCASTER DOES NOT GUARANTEE, SPONSOR NOR ASSUMES ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROMOTED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICES OR ANY SERVICE CONNECTED BY A "HYPERLINK" OR PROMOTED IN ANY ADVERTISEMENTS OR ANY OTHER ADVERTISING, AND GEEKCASTER WILL NOT BE PART OR ANY SUCH RESPONSIBLE FOR CONTROLLING ANY TRANSACTION BETWEEN YOU AND A THIRD PROVIDER OF PRODUCTS OR SERVICES. AS IN ANY ACQUISITION OF PRODUCTS OR SERVICES THROUGH ANY MEANS, YOU SHOULD USE YOUR BEST JUDGMENT AND TAKE THE PRECAUTIONS THAT WOULD BE APPROPRIATE. AND GEEKCASTER WILL NOT BE ANY PART OR ANYONE RESPONSIBLE FOR CONTROLLING ANY TRANSACTION BETWEEN YOU AND A THIRD PROVIDER OF PRODUCTS OR SERVICES. AS IN ANY ACQUISITION OF PRODUCTS OR SERVICES THROUGH ANY MEANS, YOU SHOULD USE YOUR BEST JUDGMENT AND TAKE THE PRECAUTIONS THAT WOULD BE APPROPRIATE. AND GEEKCASTER WILL NOT BE ANY PART OR ANYONE RESPONSIBLE FOR CONTROLLING ANY TRANSACTION BETWEEN YOU AND A THIRD PROVIDER OF PRODUCTS OR SERVICES. AS IN ANY ACQUISITION OF PRODUCTS OR SERVICES THROUGH ANY MEANS, YOU SHOULD USE YOUR BEST JUDGMENT AND TAKE THE PRECAUTIONS THAT WOULD BE APPROPRIATE.

10. Limitation of Liability

This site and its components are offered for entertainment purposes only; this site shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.

11. Compensation

In the broadest manner permitted by applicable law, you agree to defend, indemnify and hold harmless GEEKCASTER, its controlling company, its officers, directors, employees and representatives from any claim, damage, obligation, loss, liability. , cost or debts and expenses (including, without limitation, attorneys' fees) that result from: (i) your use and access to the Service; (ii) breach of any provision of these Terms of Service; (iii) violation of the rights of third parties, including, without limitation, copyright, property or privacy rights; or (iv) any claim that argues that your Content has caused harm to a third party. This defense and indemnification obligation will survive these Terms of Service and the use of the Service by you.

12. Ability to accept the Terms of Service

You represent and acknowledge that you are a natural person over the age of 18 or an emancipated minor or that you have authorization from your parents or guardians and that you are fully capable and competent to bind yourself under these terms, conditions, obligations, provisions, statements and guarantees in accordance with the provisions of these Terms of Service and to abide by and comply with them.

13. Miscellaneous

You agree that: (i) The Service will be considered located only in the State of New York, United States of America; and (ii) The Service will be considered a passive Internet site that does not give rise to personal jurisdiction over GEEKCASTER, either specific or general, in other jurisdictions than the State of New York, United States of America. The Terms of Service will be interpreted and will be subject to the laws of the State of New York in the United States of America, without taking into account the principles of conflict of laws.

Date: April 1, 2019