

MOLACONOLA PRODUCTIONS TERMS AND CONDITIONS & USER GUIDELINES

KIDS: PLEASE MAKE SURE YOUR PARENTS READ THIS!

- 1. Acceptance of Terms and Agreement.** Ms. Mola's Make-ola!™ and is owned and controlled by MoloConola Productions, LLC. Please read these Terms and Conditions, User Guidelines, and our Privacy Policy carefully before accessing or using the MSMOLASMAKEOLA.COM Web Site (the "Site"). By using the Site, you agree to be bound by all of the Terms and Conditions stated herein and to comply with our User Guidelines. If you do not wish to be bound by these Terms and Conditions, you may not access or use the Site. Ms. Mola's Make-ola! may revise these Terms and Conditions or the Privacy Policy at any time without notice and such modifications shall be deemed effective immediately upon posting of the modified Terms and Conditions or Privacy Policy, as the case may be. You agree to review the Terms and Conditions and the Privacy Policy periodically to be aware of such modifications and your continued access or use of the Site shall be deemed conclusive acceptance by you of the modified Terms and Conditions and the Privacy Policy, as the case may be. If any changes or modifications to the Terms and Conditions or Privacy Policy are unacceptable to you, you may terminate your use of the Site.
- 2. Ms. Mola's Make-ola! Privacy Policy.** Information that we collect about you is subject to the Ms. Mola's Make-ola! Privacy Policy. For more information, please see our full Privacy Policy. By using the Site and providing information about yourself, you acknowledge that you have read and agree to the Ms. Mola's Make-ola! Privacy Policy.
- 3. No Resale.** Except for your own content that you post, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of the Site or access to the Site.
- 4. Modifications to Site.** Ms. Mola's Make-ola! reserves the right at any time to modify the Site and for conditions beyond our control, temporarily or permanently discontinue, the Site (or any part thereof) with or without notice. You agree that Ms. Mola's Make-ola! shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.
- 5. Relationships with Advertisers and Other Marketing Persons or Entities.** You understand that, to the extent that you have correspondence or business dealings or that you participate in the promotions of advertisers or other marketing persons or entities found on or through the Site ("Marketing Transactions"), such Marketing Transactions, including payment and delivery of the related goods or services, and any other terms, conditions, warranties or representations associated with such transactions, are solely between you and such advertiser or marketing persons or entities. You agree that Ms. Mola's Make-ola! shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or marketing persons or entities on the Site.

6. Ms. Mola's Make-ola!'s Intellectual Property Rights. You acknowledge and agree that the Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including without limitations, the trademarks, “Ms. Mola’s Make-ola!” and “Ms. Mola’s Make-ola!.com”. You further acknowledge and agree that content contained in information presented to you through the Site or content that includes reference to specific products is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Ms. Mola’s Make-ola!, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site, in whole or in part. Please remember that use is one thing and is encouraged, but commercial exploitation is quite another and is not allowed without owner’s consent.

7. Warranties Disclaimer. You expressly understand and agree that, except to the extent prohibited by law, your use of the Site is at your sole risk, the Site is provided on an "as is" and "as available" basis. Accordingly, Ms. Mola’s Make-ola! expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Ms. Mola’s Make-ola! makes no warranty that the Site will meet your requirements; the Site will be uninterrupted, timely, secure or error-free; the quality of any products, services, information or other material purchased or obtained by you through the Site will meet your expectations, or that any errors in the Site will be corrected. Any material that you download or otherwise obtain through the use of the Site is done so at your own discretion and risk. Ms. Mola’s Make-ola! assumes no liability with respect to such material. No advice or information, whether oral or written, obtained from Ms. Mola’s Make-ola! or through or from the Site shall create any warranty not expressly stated in these Terms and Conditions.

8. Limitation of Liability. You expressly understand and agree that, except to the extent prohibited by law, Ms. Mola’s Make-ola! shall have no liability for direct, indirect, incidental, special consequential or exemplary damages of any kind, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if Ms. Mola’s Make-ola! has been notified of the possibility of such damages), resulting from (a), use of or inability to use the Site; (b) the cost of procuring substitute goods or services for any goods, data, information or services purchased or obtained or any messages received or any transactions entered into through or from the Site; (c) any unauthorized access to or alteration of your data transmissions or content, (d) statements or conduct of any third party on the Site, or (e) any other matter relating to the Site.

9. Trademark Information. You acknowledge and agree that the Ms. Mola’s Make-ola!, and other Ms. Mola’s Make-ola! logos, products and service names are trademarks of Mola Conola Productions, LLC (collectively, the “Marks”) and you agree that you will not display or use the Marks in any manner, without the express written permission of Mola Conola Productions, LLC.

10. Copyrights and Copyright Agents. If you believe that the Site contains material

that constitutes an infringement of your copyright in any work, please provide the following information to our web site manager along with the following: (a) a description of the copyrighted work that you claim is infringed; (b) a description of where, in the Site, you claim that the copyright is infringed; (c) a specific statement of your good faith belief that the disputed use is not authorized by the copyright owner, its agent or otherwise by law;(d) your address, telephone number and email address;(e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest, and (f) a sworn statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner of the specified material. The Ms. Mola's Make-ola!.com web site manager can be reached at info@msmolasmakeola.com

11. **Notices.** Notices to you may be made via email messages from Ms. Mola's Make-ola! or regular mail.

Ms. Mola's Make-ola!™ USER GUIDELINES

We Review Posts That Contain Objectionable Material

We have access to all videos, messages, and text posted to the Site. If we find that your post contains objectionable material, we may remove it as our sole discretion. If we do so, you may assume that we removed your post on purpose and not by accident. If we remove your post, we may send you a warning notice, and we respectfully request that you take such warnings seriously. Please read these Ms. Mola's Make-ola! User Guidelines in their entirety. If you see a post that contains a video or anything else that you think violates such terms, please let us know so that we can address the situation on that post immediately.

Don't Abuse The Ms. Mola's Make-ola! Community

1. Ms. Mola's Make-ola!™ is intended to be entertaining, educational, fun and informative and is designed for the kids and their parents and guardians. We monitor how children are depicted in posts, including videos, and will not tolerate any inappropriate depiction of minors whatsoever.
2. Please RESPECT copyright. Only upload content that you made or that you have obtained the rights to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, articles, books, graphics, photographs, or videos made by other users, without their permission.
3. Be courteous. We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit hate speech, which is content intended to attack or demean a particular gender, sexual orientation, race, religion, ethnic origin, veteran status, color, age, disability, or nationality.
4. We maintain a zero tolerance policy for predatory behavior, stalking, threats, harassment, invading privacy, or the revealing of other members' personal information. Anyone caught doing these things may be permanently banned from Ms. Mola's Make-ola!.
5. Like you, we hate spam. Do not create misleading descriptions, tags, titles or thumbnails in order to increase views. Promoting yourself and your links is one thing, but it's not okay to post large amounts of untargeted, unwanted, or repetitive content, including comments and private messages.
6. If you violate our Terms and Conditions or User Guidelines we may warn you, or we may simply terminate your account and delete all of your content. Such decisions are in our sole discretion and please note: if we terminate your account, you will not be able to ever create a new account on Ms. Mola's Make-ola!.

Ms. Mola's Make-ola! User Submissions and Conduct

1. As a Ms. Mola's Make-ola! user, you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, Ms. Mola's Make-ola! does not guarantee any confidentiality with respect to any User Submissions.

2. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize Ms. Mola's Make-ola! to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these User Guidelines.

3. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to Ms. Mola's Make-ola!, you hereby grant Ms. Mola's Make-ola! a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Ms. Mola's Make-ola! Website and Ms. Mola's Make-ola!'s and the Ms. Mola's Make-ola!, LLC (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Ms. Mola's Make-ola! Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Ms. Mola's Make-ola! Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms and Conditions. You understand and agree, however, that Ms. Mola's Make-ola! may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted from public view. The above licenses granted by you in User Comments are perpetual and irrevocable.

4. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Ms. Mola's Make-ola! all of the license rights granted herein.

5. You further agree that you will not, in connection with User Submissions, submit material that is contrary to these Ms. Mola's Make-ola! User Guidelines, which may be updated from time to time, or that are contrary to applicable local, national, and international laws and regulations.

6. Ms. Mola's Make-ola! does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Ms. Mola's Make-ola! expressly

disclaims any and all liability in connection with User Submissions. Ms. Mola's Make-ola! does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Ms. Mola's Make-ola! will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Ms. Mola's Make-ola! reserves the right to remove Content and User Submissions without prior notice.

Membership Account Termination Policy

1. Ms. Mola's Make-ola! will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer of our Terms and Conditions or User Guidelines.
2. Ms. Mola's Make-ola! reserves the right to decide whether Content or a User Submission is appropriate and complies with these User Guidelines for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Ms. Mola's Make-ola! may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these User Guidelines at any time, without prior notice and at its sole discretion.

Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- I. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- II. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- III. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- IV. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- V. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- VI. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that

is allegedly infringed.

All DMCA notices and any other feedback, comments, requests for technical support, and other communications should be directed to Ms. Mola's Make-ola! customer service through emailing Ms. Mola's Make-ola! at info@msmolasmakeola.com You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.