

TERMS OF USE

1. Introduction

1.1 GAX Productions, LLC (the "Company") offers the information and services (individually and collectively the "Services") available through the Website thisistheBronX.info ("Website") upon your acceptance of these Terms of Use, our Privacy Policy, and other posted notices and agreements.

1.2 Use of the Services and Website indicates acknowledgment and agreement with these Terms of Use, our Privacy Policy, and other posted notices and agreements. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use the Website.

1.3 The Company shall have the right, at its sole discretion, to modify, add, or remove any terms or conditions of these Terms of Use without notice or liability to you. Any changes to the Terms of Use shall be effective immediately following the posting of such changes. You agree to review the Terms of Use from time to time and agree that any subsequent use by you of the Services following changes to the Terms of Use shall constitute your acceptance of all such changes.

1.4 THE SERVICES AND WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICES AND WEBSITE IS AT YOUR SOLE RISK. THE COMPANY RESERVES THE RIGHT TO DELETE UPLOADED CONTENT AND TO RESTRICT OR TERMINATE YOUR ACCESS TO THE WEBSITE AT ANY TIME AND IN ITS SOLE DISCRETION, WITHOUT PRIOR NOTICE, WHENEVER THE COMPANY DEEMS THAT YOUR USE IS IN ANY MANNER INAPPROPRIATE OR IN VIOLATION OF APPLICABLE LAWS AND REGULATIONS OR THESE TERMS OF USE.

2. Access to Services

2.1 The Company makes no claims that the Website or services may be lawfully accessed in any specific location. Access to the Website may not be legal by certain persons or in certain states or certain countries, or may require government authorization or registration. When you access the Website you are solely responsible for compliance with the laws and regulations of your jurisdiction.

3. Your Conduct

3.1 The Company specifically prohibits any use of the Website, and all users agree not to use the Website, for any purposes other than designated by the Company.

3.2 You are prohibited from violating or attempting to violate the security of the Services, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to this Services, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (e) scraping or harvesting data or (f) the use of robots to skew payouts..

3.3 Violations of system or network security or inappropriate conduct may result in civil or criminal liability. The Company will investigate occurrences that may involve such violations and may involve, and cooperate with law enforcement entities in prosecuting users who are involved in such violations.

4. **User Information**

4.1 You are solely responsible for the information you input or upload to the Website, and warrant and represent you have the right and authorization to input or upload all such information. The Company reserves the right in its sole discretion to decide whether the information you input or upload is appropriate and complies with the Terms of Use, other Company policies, and applicable laws and regulations.

4.2 If you register on the Website, you will be asked to provide certain information including a valid email address. You warrant and represent that all such information is current and accurate, and will be kept up-to-date.

5. **Username and Password**

5.1 You are responsible for maintaining the confidentiality of your username and password, and are responsible for all uses of your username and password.

5.2 You are not authorized to share your username and password with any third party.

5.3 You agree to immediately notify the Company of any unauthorized use of your username or password.

6. **Use of Services**

6.1 Each user is solely responsible for deciding whether the Services offered are suitable for their own purposes and whether the Services match their needs.

6.2 The Company offers no express or implied guarantees or warranties regarding the benefits from using the Services, if any, or that you will find the Services satisfactory, beneficial or suitable for your own circumstances.

7. **User Generated Content**

7.1 User Generated Content is any information or data uploaded to the Website by a user.

7.2 Each user acknowledges and agrees that they are solely responsible for the form, content and accuracy of any User Generated Content submitted and for your own communications, and are responsible for the consequences of all such information and communications.

7.3 Each user warrants and represents that the User Generated Content is accurate and up-to-date, and that it does not violate relevant laws, rules or regulations.

7.4 Each user warrants and represents that the user will not imply or state, directly or indirectly, that the user is affiliated with or endorsed by the Company.

7.5 Each user warrants and represents that they have all rights necessary to upload User Generated Content and that no User Generated Content will violate the intellectual property rights or the rights or privacy or publicity of any third party.

7.6 Users warrant and represent that they will indemnify and hold harmless the Company and its subsidiaries, affiliates, officers, members, directors, employees, agents, partners, and representatives from and against any claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising out of your violation of these warranties and representations, claims by third parties related to your use of the Website or Services, or for any other violation or breach of these Terms of Use and/or these warranties and representations.

7.7 Users shall not provide any User Generated Content or engage in communications that is false, defamatory, libelous, hateful, threatening, harassing, racially or ethnically offensive, pornographic, obscene, encourages anything that would be considered a criminal offense, gives rise to civil liability, violates any law or regulation, including but not limited to laws or regulations relating to intellectual property rights, or harm or threaten the safety of others.

7.8 As a passive conduit for those interested in information about the Bronx, the Company is under no legal obligation to, and does not, control the User Generated Content provided by users. It has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users. By its very nature, other people's User Generated Content may be offensive, harmful or inaccurate. You acknowledge that any reliance on communications, information and materials posted by other users will be at your own risk, and you agree to take all necessary precautions.

7.9 If notified that User Generated Content or communications may not conform to the Terms of Use, the Company may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such User Generated Content or communications.

7.10 The Company has no liability or responsibility to users for performance or nonperformance of activities undertaken by other users, or claims relating to any inaccurate, untimely or incomplete information provided by users.

7.11 Users retain the ownership and copyright to User Generated Content and communications posted by them.

7.12 By submitting User Generated Content and communications, you grant the Company the loyalty-free, perpetual, irrevocable, sublicenseable through multiple tiers, non-exclusive right (including any moral rights) license to use, stream, reproduce, modify, adapt, publish, translate, distribute, perform, incorporate the User Generated Content and communications in other works, and display the User Generated Content and communications, in whole or in part, worldwide through any media or technology now known or later developed, for the full term of any rights that may exist in such the User Generated Content and communications as long as you are a registered user.

7.13 Users permit any other user to access, display and view all User Generated Content submitted by

you to the public areas of the Services.

7.14 Company does not guarantee any confidentiality with respect to any User Generated Content or communications.

7.15 Users may not use, duplicate, modify, distribute, or reproduce the User Generated Content or communications posted by others in any manner without their express permission. The Company is not a party to granting such permission and is not involved in any relationship, contractual or otherwise, between users. If you believe that intellectual property rights have been infringed, you may notify the Company according to the notification procedures set forth in our Copyright Infringement Policy.

7.16 The Company is not involved in the actual transaction between users. As a result, the Company has no control over the quality, safety, truth, accuracy or legality of User Generated Content or communications. Note that there are risks, including but not limited to the risk of physical harm, in dealing with strangers, underage persons or people acting under false pretenses. The Company expects that you will use caution and common sense when using you assume all risks associated in dealing with other users with whom you come in contact.

7.17 Because user authentication on the Internet is difficult, the Company cannot and does not confirm that each user is who they claim to be or control the behavior of users. In the event you have a dispute with other users, you release the Company, its subsidiaries, affiliates, officers, directors, employees, agents, representatives and partners, from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes with third parties.

8. **Social Networking**

8.1 Users may have the option to use Twitter, Facebook or other social networking platforms through the Services to share links and content. Users undertake this option as their sole responsibility, including but not limited to complying with all of the Terms of Use of the social networking platform.

9. **Intellectual Property**

9.1 "This is the Bronx", and any other Company trademarks and trade names, and any variations thereof, are and shall remain the trademarks and trade names and exclusive property of the Company, and any unauthorized use of such trademarks and trade names is unlawful.

9.2 The Website (including without limitation all programs, compiled binaries, interface layout, interface text, documentation, resources and graphics) is the sole and exclusive property of the Company and is protected by copyright, trademark, and other laws of the United States and other countries.

9.3 You may not sell or modify the Website content or the Services, or reproduce, display, publicly perform, distribute, or otherwise use the Website content or the Services in any manner or for any purpose.

10. **Identification of Agent to Receive Notification and Elements of Notification of Claimed Copyright Infringement**

10.1 If you believe that any copyrighted work is accessible on or through these Services in a way that

constitutes copyright infringement, please notify the Company by providing our designated copyright agent with the following information.

10.1.1 The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;

10.1.2 A description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing;

10.1.3 Identification of the URL or other specific location on this website where the material or activity you claim to be infringing is located or is occurring; you must include enough information to allow us to locate the material or the activity;

10.1.4 Your name, address, telephone number, and e-mail address;

10.1.5 A statement by you that you have a good faith belief that use on the website of the copyrighted work in the manner you are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and

10.1.6 A statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner or are authorized to act on behalf of the copyright owner.

10.2 Upon receipt of notification of a Notice of copyright infringement, the Company shall remove or disable access to the alleged infringing material, or terminate the alleged infringer's access to its account. The alleged infringer may provide a written Counter Notification meeting the following criteria:

10.2.1 Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

10.2.2 A physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;

10.2.3 Your name, address, telephone number, and e-mail address;

10.2.4 Consent to the jurisdiction of Federal District Court for the judicial district in which the alleged infringer's address is located, or if the alleged infringer's address is outside of the United States, for any judicial district in which the alleged infringer may be found, and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person; and

10.2.5 A statement, under penalty of perjury, that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

10.3 The Company has designated _____ as our agent to receive notices of

claims of copyright infringement on our website. You can contact _____ as follows:

Mail:
Telephone:
Email:

11. User Comments and Suggestions

11.1 While the Company values your feedback, please be specific in your comments regarding our services and do not submit creative ideas, inventions, or suggestions.

11.2 If, despite our request, you send us creative ideas, inventions, or suggestions, all such submission shall be the property of The Company in whole or in part. The Company shall own exclusively all now known or later discovered rights to the submissions and shall be entitled to unrestricted use of the submissions for any purpose whatsoever, commercial or otherwise, without compensation to you or any other third party.

11.3 No part of the submissions shall be subject to any obligation of confidence and the Company shall not be liable for any use or disclosure.

12. NO WARRANTIES/DISCLAIMERS

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

12.2 THE COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THAT THE SERVICES WILL MEET USER REQUIREMENTS, THAT THE OPERATION OF SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS ASSOCIATED WITH THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA.

12.3 THE COMPANY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SERVICES OR INFORMATION PROVIDED THROUGH THE WEBSITE AND SERVICES.

12.4 THE TRANSMISSION OF DATA OR INFORMATION INCLUDING COMMUNICATIONS BY E-MAIL OVER THE INTERNET OR OTHER PUBLICLY ACCESSIBLE NETWORKS IS NOT SECURE, AND IS SUBJECT TO POSSIBLE LOSS, INTERCEPTION OR ALTERATION WHILE IN TRANSIT. ACCORDINGLY, THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR ANY

DAMAGE USERS MAY EXPERIENCE OR COSTS USERS MAY INCUR AS A RESULT OF ANY TRANSMISSIONS OVER THE INTERNET OR VIA AN APPLICATION, OR OTHER PUBLICLY ACCESSIBLE NETWORKS, SUCH AS THE EXCHANGE OF E-MAIL.

12.5 IN NO EVENT WILL THE USER GENERATED CONTENT OR COMMUNICATIONS USERS PROVIDE BE DEEMED TO BE CONFIDENTIAL, CREATE ANY FIDUCIARY OBLIGATIONS ON THE COMPANY'S PART, OR RESULT IN ANY LIABILITY TO YOU IN THE EVENT THAT SUCH INFORMATION IS INADVERTENTLY RELEASED OR ACCESSED BY THIRD PARTIES WITHOUT CONSENT.

12.6 THE COMPANY TAKES NO RESPONSIBILITY WHATSOEVER FOR THE INFORMATION YOU HAVE UPLOADED AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, OR LOSS OF SUCH INFORMATION, OR FAILURE TO STORE ANY OF SUCH INFORMATION. NOR IS THE COMPANY RESPONSIBLE FOR LOSS OF INFORMATION THROUGH THE ACTION OF ANY THIRD PARTY OR BECAUSE OF CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL. ALL USERS ARE EXPECTED TO HAVE THEIR OWN BACKUP OF ALL OF THEIR INFORMATION.

12.7 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, USER UNDERSTANDS AND AGREES THAT NEITHER THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM USE OF THE SERVICES OR FROM ANY ACTIONS THE COMPANY TAKES OR FAILS TO TAKE. THESE INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, UNAUTHORIZED ACCESS TO AND ALTERATION OF TRANSMISSIONS AND DATA, BODILY INJURY, EMOTIONAL DISTRESS AND OTHER TANGIBLE AND INTANGIBLE LOSSES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, AS THE RESULT OF NEGLIGENCE OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SERVICES OR USE OF THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNT, IF ANY, PAID TO THE SERVICES.

13. INDEMNITY

13.1 YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND PARTNERS, HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, ACTION, OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ALLEGING OR RESULTING FROM (I) YOUR USE OF THE SERVICES OR VIOLATIONS OF THE USER WARRANTIES AND REPRESENTATIONS; (II) ANY USER GENERATED CONTENT OR COMMUNICATIONS, OR (III) YOUR BREACH OF THE TERMS OF THIS AGREEMENT. THE COMPANY SHALL PROVIDE NOTICE TO YOU PROMPTLY OF ANY SUCH CLAIM, SUIT, OR PROCEEDING AND SHALL ASSIST YOU, AT YOUR EXPENSE, IN DEFENDING ANY SUCH CLAIM, SUIT OR

PROCEEDING. THE COMPANY RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO IMMEDIATE INDEMNIFICATION.

14. Additional Terms of Use

14.1 Nothing in this Agreement is intended to create or will be construed as creating a joint ventures, partnership, employer/employee or principal/agent relationship between users and the Company.

14.2 These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York applicable therein, without regard to conflict of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Users irrevocably consent to the exclusive jurisdiction of the courts located in the State of New York in connection with any action arising out of or related to these Terms of Use and waive any objection based on lack of personal jurisdiction, place of residence, improper venue forum non-convenience in any such action.

14.3 If any court having competent jurisdiction holds any provision of this Terms of Use invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Terms of Use shall continue in full force and effect.

14.4 The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative.

14.5 Users consent to the use of electronic means to deliver any notices pursuant to these Terms of Use.

14.6 Users may not assign these Terms of Use or any of its rights or obligations hereunder.

14.7 Except as expressly specified herein, this Agreement shall create rights and obligations only between the Company and each individual user and it does not create any rights for any other parties.

14.8 These Terms of Use constitute the entire agreement between and among users and the Company pertaining to the subject matters hereof, and supersede all negotiations and understandings.

Any questions about these Terms of Use may be directed to support@thisistheBronX.info or by phone to:

_____.