

Terms of Service – Jump Into Tomorrow (<http://www.jumpintotomorrow.com>)

1. INTRODUCTION

Welcome to the Internet site of [jumpintotomorrow.com](http://www.jumpintotomorrow.com), referred to herein as "we," "us", "our" or "jump".

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SITE. By using the jump site, you agree to these terms of use. If you do not agree to these terms of use, you may not use our site. We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time in accordance with the procedures set forth below in section 15 labeled "Amendment."

2. SUBMISSIONS

Due to the fact that the mission of our site is to exclusively contain breakthrough technology, not all technologies and/or products submitted to us ("Submissions") will be included on the site. Though our criteria for acceptance onto the site includes the fact that nothing else in the world is quite like the stated submission, **and** that the submission is an improvement on anything else like it in the world, or that it is the only thing like it in the world (i.e. breakthrough), that is not our only criteria for acceptance. Acceptance to our site is made solely at our discretion and the discretion of our associates and affiliates, and all decisions related to acceptance are final. Applying for submission is a two-fold process: a preliminary application (Jumplication 1) is filled out and evaluated. If accepted, a second, more detailed application will be filled out (Jumplication 2), along with photos, flash animation and/or video (assets).

IF A SUBMISSION IS ACCEPTED A \$1,000 FEE WILL BE CHARGED. INDIVIDUALS AND COMPANIES SHOULD NOT APPLY TO THE JUMP SITE WHO ARE NOT PREPARED TO PAY THE \$1,000 FEE.

ACCEPTANCE ONTO THE JUMP SITE BEGINS WHEN PAYMENT IS ACCEPTED **AND** THE OWNERS, REPRESENTATIVES, AND AFFILIATE OR AGENT CHECKS THE BOX ON OUR AGREEMENT INDICATING THESE TERMS HAVE BEEN READ AND ACCEPTED.

We take no responsibility for claims made by submissions. Additionally, all owners, representatives and affiliates of submissions are solely responsible for the claims they make about their submissions. The owners and affiliates of the submissions agree to indemnify the owners and affiliates of [jumpintotomorrow.com](http://www.jumpintotomorrow.com) and hold us harmless against any claims or charges brought against them as a result of claims, allegations, and any stated or implied damages made by their submissions while on the [jumpintotomorrow.com](http://www.jumpintotomorrow.com) site.

IF A SUBMISSION IS ACCEPTED, WE WILL GLADLY LIST THE TECHNOLOGY OR PRODUCT ON THE JUMP SITE, INCLUDING THE FRONT PAGE, AND THEN IN OUR ARCHIVES, BUT WE MAKE NO GUARANTEE VISITORS WILL SEE, REVIEW, CLICK ON, VISIT, PURSUE, INVEST IN, GET INVOLVED WITH OR PURCHASE YOUR SUBMISSION.

Upon submission acceptance, we (and our licensees, distributors, agents, representatives and other authorized users) shall be entitled to unrestricted use of such Submissions for any purpose whatsoever, commercial or otherwise related to the advertising, marketing, promotion and branding of jump, without the requirement of any permission from or payment to you or to any other person or entity. Accepted Submissions shall not be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. Without limiting the foregoing, you hereby grant us (and our licensees, distributors, agents, representatives and other authorized users), without the requirement of any permission from or payment to you or to any other person or entity acting as your affiliate or agent, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, print, publish, stream, display, exhibit, broadcast, distribute, transmit, re-transmit, copy, archive, index, group, categorize, discuss, edit, debate (on air or online) and translate such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including, without limitation, on the jump site, on third party web sites, in print, on broadcast or cable networks and stations, products and services) for any and all purposes including, without limitation, news, advertising,

promotional, marketing, publicity, trade or commercial purposes, all without further notice to you and with or without attribution (the "**Submissions License**").

You agree that any Submissions you make are not being made in confidence or trust, and that all accepted assets are free of confidential obligation. No fiduciary relationship will be intended or created between you and us in any way once a Submission has been accepted. Your Submission fee entitles you to place your words, pictures, flash animation and/or video (**Assets**) on our site. To the extent any "moral rights," "ancillary rights," or similar rights in or to the Submissions exist and are not owned by us, you agree not to enforce any such rights against jump or our licensees, distributors, agents, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights.

You agree that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to use, and to authorize us to use, list, debate, market and promote or otherwise exploit in all manners permitted by these terms of use all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and/or other proprietary rights contained in any content that you submit, post, upload, distribute or otherwise make available or transmit.

The terms of the Submissions License shall govern our right to use all Submissions.

Without limiting the scope of the Submissions License or any future grant of rights, decrees, consents, agreements, assignments and waivers you may make with respect to Submissions, you hereby ratify any prior grant of rights, decrees, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

3. SUBMISSION REGISTRATION INFORMATION

You agree to provide, maintain and update authentic, accurate, truthful, current and comprehensive information about yourself and your technology or idea as prompted by our application processes (the "**Registration Data**"). If you falsify any information thereby not satisfying this provision, or we have reasonable grounds to suspect you have falsified data, information or assets, we have the right to suspend or terminate your account and refuse any and all current or future use of the jump site. Additionally, your \$1,000 listing fee will be forfeited in full.

We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section. We also disclaim any responsibility or connection to you and your falsified claims. We also reserve the right to take legal action against you for falsified claims.

4. DELIBERATION

You acknowledge that these terms of service are supported by careful, reasonable and valuable deliberation, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you understand that such thoughtfulness and deliberation includes your use of the jump site and receipt of data, materials and information available at or through the jump site, the possibility of our review, use or display of your Submissions (as defined below in section two (2) labeled "Submissions"), and the likelihood of publicity, exposure and promotion from our review, use or display of your Submissions.

5. USER RESTRICTIONS

The jumpintotomorrow.com website is intended for personal use exclusively. It is not intended for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion. Consent must be obtained in writing to use the jump site for commercial purposes.

In the event that files and/or assets are downloaded (assets), those assets are licensed to you by us or the owners of the respective technologies for your personal, noncommercial, single home-computer use only. We do not transfer title of the assets to you. You may own the medium on which the assets reside, but we, or the owners of the respective technologies in question retain full and complete title to the assets and all intellectual property rights

therein. You may not redistribute, sell, auction or otherwise alter the assets to a human-readable form. All assets from the jump site are further subject to United States export controls. Without limiting the generality of the foregoing, no assets from us may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Syria, or any other country to which export is subject to control or licensing by the U.S.; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the assets, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list or otherwise in violation of export control laws or regulations.

6. PUBLIC FORUMS AND COMMUNICATION

"Public Forum" means an area, site or feature offered as part of the jump site that enables users or visitors (a) to submit, post, comment and/or (b) to communicate, share or exchange thoughts, ideas and opinions with other jump site users, visitors and members of the public including, without limitation, a chat area, forum, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, e-mail function "off-site" (including, but not limited to, electronic greeting cards and send-a-friend e-mails).

You acknowledge that anything you submit to the jump site by way of any Public Forum may be routed through our servers, the servers of one or more third parties and connected affiliates on our behalf and the Internet, and may be viewed on the Internet by the public. Therefore, the expectation of privacy is forfeited with regard to any such comment in our user forum. You understand and accept that Public Forums and features offered therein are for public and not protected, or private exchanges. Please keep in mind that whenever you give out personal information on the jump Public Forum, that information can be collected and used by strangers potentially with ill intentions. Should you disclose private or confidential information in the jump Public Forum, we cannot guarantee the security of said information; those disclosures are made at your own risk.

You are and shall remain solely accountable for the postings submitted under your username or alternate name used by you in our Public Forum and for any natural consequences of submitting and posting in our forum. You acknowledge that the use of content posted in the jump Public Forum is done so at your own risk. The owners, agents and affiliates of jump are not responsible for, nor do we endorse, the opinions, advice, thoughts, feelings or recommendations posted or sent by users in the jump Public Forum and we specifically disclaim any and all liability in connection with those opinions, that advice, those thoughts, feelings or recommendations.

We reserve the right to screen, reject, remove, edit and/or block comments at any time and for any or no reason in our absolute and sole discretion with no prior notice. However, the owners, affiliates and agents are under no obligation to do so or to monitor the jump Public Forum. Should we opt to screen commentary, there may be a delay of our determination in the posting of such content in a Public Forum to allow for a legitimate process of review.

In the jump forum, you will not submit, post, upload, distribute, or otherwise make available or transmit any commentary that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; (e) infringes or violates any right of a third party or any domestic or international law, rule or regulation including, but not limited to: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (iii) any confidentiality obligation.

When participating in a Public Forum, never assume that people are whom they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with. It should be understood that information obtained in a Public Forum may not be reliable, and the owners and affiliates and agents of jump take no responsibility for actions taken as a result of comments made in the Public Forum, including the purchase of products either on or off the jump site, the trading of stock or investment in companies either on or off the jump site, and any decisions made based solely or largely on information obtained. We make no claims as to the accuracy of any content delivered or obtained via the jump Public Forum, and we shall not be responsible for any trading,

investment, or any other business or personal decisions made or actions taken or not taken based on such information or content.

Your ability to access and browse content within the jump Public Forum and/or to submit and/or post content within a Public Forum may be subject to certain age restrictions and/or related procedures that we may revise at our sole discretion at any time with no notice and for any reason. Any such age restrictions and procedures will be posted within the Public Forum, as applicable.

8. RULES

The following is a list of Site Rules applicable to the jump site. By using the jump site, you agree that:

Submitting your technology to jumpintotomorrow.com is no guarantee that your product or technology will be accepted by jumpintotomorrow.com. You agree that your technology or idea resides on our site by mutual agreement, and that agreement can be terminated by us for the following reasons:

- a. Claims made by you, your technology or your idea are false. You are responsible for all claims made related to your technology. We will attempt to do our diligence in checking the viability of your technology or idea. However, ultimate responsibility for all claims related to your technology or idea is solely and exclusively yours.
- b. You upload objectionable material to the site, or engage in activity that is detrimental to the site. Examples would be materials that are not appropriate to the general population, computer viruses or materials that inappropriate to your, or other's technology.
- c. You use the Forum as a place not to engage in lewd or offensive activities, or you knowingly make false claims about yourself, your technology or idea, or other's technologies or ideas. You engage in activity that would offend others in the forum knowing that underage visitors may view contents of the forum at any time.

Of those submissions we accept, at our sole discretion we will recognize one Submission per day with an award:

Technology of the Day. This award is given to the Submission we feel is better than any other submission in the pool of contestants for that given day. This award is given solely at our discretion, our associates', affiliates' or authorized users whom we have empowered. This award may be used in association with a Submission for up to one (1) year. Using the graphic award and/or "Technology of the Day" terminology in print, broadcast or on the internet in conjunction with a Submission beyond the one year period is subject to a license fee. All decisions on Technology of the Day winners are final.

Of those submissions we accept, a running voting tally will be kept and maintained by our computer servers thus determining the Voter's Choice, or Technology of the Week. Those servers are believed to be unbiased and accurate. In the event of a server or tallying failure, we, at our sole discretion, will either choose the Technology of the Week winner, or postpone the award until our servers or tallying software is restored.

Voter's Choice/Technology of the Week. This award is given to the Submission that, over the course of one (1) week's time from the day a technology or idea is accepted onto the site garners the most votes in its favor. It is an award that is merit-based and is not decided by the owners, operators, associates, affiliates or authorized users of jump, though in the event of a tie, the owners, affiliates and/or designees may arbitrate, break the tie or award those Submissions who have tied the award to share at our sole discretion. Voting begins at 12:00 a.m. the next day after a submission has been accepted and continues until 11:59.59, six days, 11 hours, 59 minutes and 59 seconds later. Our computers will automatically calculate the winner. In the event of computer failure, all voting will start over when the tallying is restored.

Those whose submissions have been accepted are encouraged to notify others that their technology is on the jump site and is therefore eligible for the Voter's Choice/Technology of the Week Award. This does not mean a single person can or should vote repeatedly for the same technology. The spirit of this award is based on the People's Choice, not an individual's choice. This award may be used in association with a Submission for up to one (1) year. Using the award in conjunction with a Submission beyond the one year period is subject to a license fee.

Of those submissions we accept, a third and final award will be given:

Best in Class. This award, also known as “Category Best,” is given by the owners, affiliates and/or associates of jump to the leader within a technology’s specific category. It is an award we give at our sole discretion, and that decision is final and absolute. A Best in Class Award winner will remain at the “top” of its class until we unseat it with something else, which means it can remain Best in Class for as long as we feel it should remain there. Every other technology in its class will then be listed underneath the Best in Class leader in descending order.

The following is a list of Site Rules applicable to the jump site. By using the jump site, you agree that:

OTHER RULES:

You will not create, submit, post, forward, upload, distribute, or otherwise transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the jump site or any connected URL;

You will not engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," "phishing" and "griefing" as those terms are commonly understood and used on the Internet;

You will not assume the identity of someone other than yourself or entity or misrepresent yourself with any person or entity. This includes not using another person's username, password or account information;

You will not delete any rules or legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify, nor will you “hack” into the jump site with the intention of altering, changing or damaging the integrity of the jump site or any of the technologies on the jump site;

You will not engage in (or attempt to engage in) any criminal activity including, without limitation, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing, harassment, theft, and conspiracy to commit any criminal activity.

We cannot and do not assure that other users are or will be complying with these stated Rules or any other provisions found in these terms of use. As a result, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

Any business use, "re-mailing," or other high-volume “spamming” or application via our user form or the site in general is strictly prohibited. You are not permitted to send cards, e-mails or messages using an automated program, nor are you allowed to use an automated program to vote for the Technology of the Week. Electronic greeting cards, e-mails and mobile messages related to the jump site may not contain inappropriate language or images or copyrighted material (without the consent of the copyright holder) or encourage illegal activity.

WE MAY CHANGE THE JUMP SITE OR DELETE OUR CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

9. DISCLAIMER

Information on the jump site is provided “as is” and without any promises or commitments of any kind, either explicitly or implicitly stated. Though every effort is made to make the user experience on the jump site a satisfying, fulfilling and pleasant one, interruptions, errors and even computer viruses can be transmitted during the user experience. We will make every effort to correct both errors and omissions, along with a good faith effort to maintain a “clean” and healthy site. However, should we be hosting, carrying or transmitting a computer virus, we do not warrant, nor do we take responsibility for individual computer virus remedying or removal. Coming to our site, like any site on the internet is a risk. That risk is assumed by the user.

We explicitly disclaim any responsibility for the accuracy, completeness or availability of information, content and

materials found on sites that link to or from the Jump site. We cannot ensure that you will be satisfied with any products or services that you purchase, learn about, get involved with or invest in from a site that links to or from the Jump site. Though we list and honor the products and technology on the jump site, we do not endorse any of the merchandise, products, technology or thinking, even though we have taken steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on our technology pages.

10. CONTENT LINKED TO THE JUMP SITE

You should be aware that when you are on the jump site, you will have many opportunities to visit affiliate sites. Leaving the jump site and going to an associate technology's site still subjects you to the same Terms of Service and Rules of jumpintotomorrow.com and the Terms of Service and Rules as they pertain to the jump affiliate technology site as long as you accessed the affiliate site via jumpintotomorrow.com. Though there are links to other sites from pages on the jump site that take you outside of our service, including links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding relationship, you are still bound by the jump Terms of Service. Not until you arrive at an unaffiliated jump site unrelated to the technologies listed on the jump site are you any longer operating under the jump Terms of Service and Rules. By clicking onto said sites, you acknowledge that jump is no longer responsible for the content on those sites. We reserve the right to disable links from third-party sites to the jump site, although we are under no obligation to do so.

We make no representations concerning the content of sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, claims, legality, or decency of material contained therein.

11. LIMITATION OF LIABILITY

Jump takes no responsibility in the event of lost profits, personal injury and/or property damage as a result of using, affiliating or citing jumpintotomorrow.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE JUMP SITE OR CONTENT, MATERIALS OR FUNCTIONS, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE JUMP SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR THE EXCLUSION, LIMITATION, OR DISCLAIMER LIABILITY FOR THE CERTAIN PROVISIONS SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

12. AMENDMENT

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time without notice, and it is your responsibility to review these terms of use for any changes. Your use of the jump site following any amendment of these terms of use will signify and constitute your assent to and acceptance of such revised terms of use.

13. TERMINATION

These terms of use are effective until terminated by either you or us. You may terminate these terms of use at any time by discontinuing use of the jump site and destroying all materials obtained from any and all such sites and all related documentation. In the event that you terminate these terms of use, you agree to notify us of such termination by sending notice of such termination via email to:

support@jumpintotomorrow.com

We may immediately terminate these terms of use with respect to you (including your access to the jump site) without cause and without notice to you in our sole discretion.

14. GENERAL PROVISIONS

These terms of use shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without giving effect to any principles of conflicts of law. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision.

You agree that any action at law or inequity arising out of or relating to these terms of use shall be filed, and that venue properly lies, only in state or federal courts located in the County of Los Angeles, Los Angeles, California, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that information, content or materials on the jump site is intended, appropriate or available for a particular location.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE JUMP SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.