

TERMS OF USE

1. OWNERSHIP OF WEBSITE; AGREEMENT TO TERMS OF USE

Please read these Terms of Use before using this website; by using this website, you agree to be legally bound by the Terms of Use (the "Terms") below.

These Terms of Use apply to the website of Balance Studios, Inc., d/b/a Balance Digital Media Studios ("Balance Studios") located at <http://weareopenwi.com> and all associated websites linked to <http://weareopenwi.com> (the "Site") belonging to Balance Studios, its affiliates and subsidiaries. The Site is the property of Business Studios. **BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THIS SITE.**

2. CONTENT

All text, graphics, images, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement of such Content, contained on this Site is owned and controlled by Balance Studios, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms, no part of the Site and Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the prior written consent of Balance Studios.

3. YOUR USE OF THE SITE

You may not use any "deep-link," "page-scrape," "robot," "spider," or other automatic device, program, algorithm, methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any information through any means not purposely made available through the Site. Balance Studios reserves the right to bar any such activity and deem such as a violation of these Terms.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, to any Balance Studio's servers, or to any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace, or seek to trace any information on any other user or visitor to the Site, including any account not owned by you, its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or systems or networks connected to the Site or to Balance Studios.

You agree not to use any device, software, or routine to interfere or attempt interfere with the proper working of the Site, or with any person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Balance Studios on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purposes that are unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Balance Studios, its users, or others.

4. MEMBER ACCOUNT, PASSWORD AND SECURITY

You must be 18 years or older to create an account on Balance Studio's Site. If you create an account on or become a registered user of the Site, you will receive and/or create a password, login credentials, or account designation upon completing the registration process. You are responsible for maintaining the confidentiality of your password and account information and are fully responsible for all activities that occur under your password or account. You agree to:

- a. Provide true, accurate, current and complete information on your user profile about yourself or your business as prompted by the registration process (your "Registration Data");
- b. Maintain and promptly update your Registration Date or user profile to keep it true, accurate, current and complete;
- c. Immediately notify Balance Studios of any unauthorized use of your password, user profile or account information or any other breach of security; and
- d. Ensure that you exit and log-out from your account at the end of each session.

Balance Studios has the right to suspend or terminate your account for any reason, including violations of this Site, these Terms, any other agreement with Balance Studios, and the Site's Privacy Policy. Any personal identifying information in your Registration Date or user profile will be used, collected, and disclosed as provided in our Privacy Policy.

You may not use any other user's password or account at any time without the express permission and consent of the holder of that password or account. Balance Studios cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

5. PRIVACY

Balance Studios' Privacy Policy applies to the use of this Site, and its terms are incorporated and made part of these Terms of Use by this reference. To view the Site's Privacy Policy, [click here](#). Additionally, by using this Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message, information or input you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted, protected by virus-detection programs or firewalls.

6. SITE PROVIDED "AS IS" AND "AS AVAILABLE"

By using this Site, you understand and agree that this Site and all services and information provided on it are provided in an "As Is" and "As Available" basis. All information provided on this Site is subject to change without notice by Balance Studios at any time. Balance Studios assumes no responsibility or liability for the accuracy, timeliness, deletion, or mis-delivery of any user communication or information. Balance Studios make no warranties or representations of any kind,

whether express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose, trade usage or course of performance. Moreover, due to the changing nature of the law, and our reliance on information provided by outside users and sources, Balance Studios makes no warranty or representation concerning the accuracy or reliability of the Content at this Site or any other websites to which we may link.

Balance Studios will use reasonable efforts to control the security of the Site, but does not warrant that it will be able to protect any Content provided on or through the Site from harm, infringement or piracy. Balance Studios does not warrant that the Site service will be uninterrupted or error-free or that any information, software, or other material available on or accessible through the Site is free of viruses, worms, Trojan horses, or other harmful components. You understand and agree that Balance Studios will have no liability for any negligence or lack of due care, misrepresentation (whether intentional or unintentional) in failing to protect the security of the Site.

7. LINKING

Periodically, links may be established from this Site to third-party sites, including the users' sites, or other external websites or resources operated by third parties ("Third-Party Sites"). Balance Studios and its affiliates provide these Third-Party Sites for your convenience only. In addition, certain user and Third-Party Sites may provide links to this Site. At no time shall any such inbound or outbound links be deemed to imply that Balance Studios endorses or approves the Third-Party Sites or any content therein. Balance Studios does not control and is not responsible or liable for, and does not make any representations or warranties concerning any Third-Party Sites, any content, advertising, products, services or other information or materials on or available from such Third-Party Sites. Access to any Third-Party Sites is at your own risk and Balance Studios will have no liability arising out of or related to such Third-Party Sites to the fullest extent permissible by applicable law.

Without the foregoing, linking to Balance Studio's Site is strictly prohibited absent express written permission from Balance Studio. In addition, framing, in-line linking, or other association with this Site or its Contents with links, advertisements, and/or other information not originating from this Site is expressly prohibited.

8. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT BALANCE STUDIOS, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, HEIRS AND ASSIGNS ARE NOT LIABLE FOR ANY DAMAGES OR HARM ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, INCLUDING WITHOUT LIMITATION THE CONTENT OR ANY INFORMATION YOU RECEIVE FROM THE SITE OR ANY SERVICES PROVIDED THROUGH THE SITE, AND ANY THIRD-PARTY CLAIMS RELATED TO THE SITE'S CONTENT OR INFRINGEMENT CLAIMS. YOUR SOLE REMEDY IN EQUITY OR AT LAW FOR DISSATISFACTION WITH THIS SITE, ITS CONTENTS, OR ANY RELATED SERVICES IS TO STOP USING THE SITE, THE INFORMATION, OR SERVICES PROVIDED THROUGH THE SITE.

9. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Balance Studios, its affiliates and subsidiaries, officers, employees, representatives, agents, heirs and assigns from any claim or demand by any third party arising out of information you post, transmit or otherwise make available through the Site, and any claim or demand relating to your use of the Site, your connection to the Site, any Contents or services provided through the Site, including without limitation copyright, trademark trade dress, or other intellectual property infringement claims, OR violations of these Terms of Use.

10. VIOLATIONS OF THESE TERMS OF USE

Balance Studios may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal actions against someone who may be causing injury to or interference with (either intentionally or unintentionally) Balance Studios' rights or property, or the rights or property of users and visitors of the Site. Balance Studios reserves the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, rule, legal process or governmental request. Balance Studios also may disclose your information when we determine that applicable law requires or permits disclosure, including exchanging information with other companies, organizations for fraud protection purposes.

You acknowledge and agree that Balance Studios may preserve any transmittal or communication by you with Balance Studios or through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or if Balance Studios determines that preservation or disclosure is reasonably necessary to (1) comply with legal process; (2) enforce these Terms of Use; (3) respond to claims that any such data violates the rights of others; or (4) protect the rights, property or personal safety of Business Studios, its affiliates and subsidiaries, officers, employees, agents, representatives, heirs and assigns, users or visitors of the Site, and the public.

You agree that Balance Studios may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements, guidelines or policies, including the Privacy Policy, which may be associated with your use of the Site. You also agree that any violation of these Terms of Use by you will constitute an unlawful and unfair business practice, and will cause irreparable harm to Balance Studios, for which monetary damages are not be adequate, and you consent to Balance Studios obtaining any injunctive or equitable relief Balance Studios deems necessary or appropriate under such circumstances. These remedies are in addition to any other remedies Balance Studios may have at law or in equity and are cumulative.

You agree that Balance Studios may, in its sole discretion, and without prior notice, terminate your access to the Site, for cause, which includes without limitation: (1) requests by law enforcement or other governmental agencies; (2) a request by you (self-initiated account deletions); (3) discontinuance or material modification of the Site or any service offered on or through the Site; or (4) unexpected technical issues or problems.

If Balance Studios does take legal action against you as a result of your violation of these Terms of Use, Balance Studios will be entitled to recover from you, and you agree to pay, all reasonable and necessary costs, expenses, expert witness fees and necessary attorneys' fees in relation to such action, in addition to any other relief granted to Balance Studios. You agree that Balance Studios will not be liable to you or to any third party for termination of your access to the Site as a result of any violations of these Terms of Use.

11. GOVERNING LAW AND JURISDICTION

These Terms of Use and the relationship between you and Balance Studios will be interpreted, construed and enforced by the laws of the State of Wisconsin, without regard to any conflicts of law provisions. You hereby agree and willingly and irrevocably consent to the exclusive jurisdiction of the federal and state courts seated in Brown County, Wisconsin for all purposes in connection with any action or proceeding which arises out of or relates to your use of the Site, these Terms of Use, or any Content, information or services provided through the Site. You further agree and willingly consent

not to move or attempt to move any such action to another jurisdiction or court for any reason, including inconvenient forum. YOU WILLINGLY WAIVE YOUR RIGHT TO A TRIAL BY JURY.

12. MISCELLANEOUS

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of use and all other provisions thereof shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Balance Studios with regard to your use of the Site, and any and all other written or oral agreements, understandings or commitments previously existing between you and Balance Studios with respect to such use are hereby superseded and cancelled. Balance Studios will not accept a counteroffer to these Terms of Use, and all such counteroffers are hereby categorically rejected. Balance Studios' failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Balance Studios of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Balance Studios and you or any other party be deemed to modify any provisions of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Any feedback, comments, reviews or ratings that you provide at this Site shall be deemed to be non-confidential. Balance Studios shall be free to use such information on an unrestricted basis; provided that you may not leave disparaging feedback, comments, reviews or ratings on this Site or anywhere so published regarding Balance Studios, this Site, the Content, or the performance of the Site.

13. MODIFICATIONS AND AMENDMENTS

Balance Studios may modify or amend these Terms of Use from time to time for any reason. If we make material changes to these Terms, we will notify you by posting a revised version of these Terms of Use on the Site. Your continued use of the Site after notice of a modification indicates your acceptance of the revised Terms.