



TERMS AND CONDITIONS:

Access to this site is contingent upon your reading and agreeing to the terms and conditions of use.

By using this site, you signify your assent to the Terms Of Use (the «Agreement»). If you do not agree to these Terms, do not use this site. Boom Enterprise Group, LLC. reserves the right, at our sole discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms periodically for changes. Your continued use of this site following the posting of changes to these Terms will mean you accept those changes.

Terms of Use (the «Agreement»)

NO UNAUTHORIZED USE These Materials are provided to you, the Authorized User, for the sole purpose of assisting you in publicizing and promoting Boom Enterprise Group programming, products and events in press outlets. Your log-on ID and password are confidential and personal to you and may not be disclosed to, or used by, anyone else. You may not transfer these Materials to anyone else without our prior written consent.

Any unauthorized transfer or use of Materials may subject you to criminal and civil penalties.

You agree to include all applicable credits, copyright notices, trademark notices and other proprietary notices designated by Boom Enterprise Group, LLC. in all materials derived from downloaded Press Materials.

TERMINATION

These Terms constitute an Agreement, which shall be in effect until terminated by either party. You may terminate this Agreement at any time by destroying all Materials and all related documentation and all copies and installations thereof, whether made under these Terms or otherwise. This Agreement will terminate immediately without notice from Boom Enterprise Group if in Boom Enterprise Group's sole judgment you fail

to comply with any provision of these Terms. Upon termination, you must destroy all Press Materials obtained from this site and all copies thereof, whether made under the terms of this Agreement or otherwise.

PARAMETERS GOVERNING MEDIA USE OF BOOM ENTERPRISE GROUP PHOTOGRAPHIC ASSETS

Photography of Boom Enterprise Group personalities, programs and activities and the materials related thereto are loaned to you by Boom Enterprise Group, for editorial use only, in a publication or on a platform which is issued/updated on a regular basis and which contains editorial material on a variety of subjects rather than on a single program or person. Such photographs and materials are and remain the property of Boom Enterprise Group, LLC., are protected by copyright and other applicable laws and may not be archived, redistributed, loaned, sold, transferred, licensed, cropped or altered in any way which infringes on any statutory copyright, common law right or other right whatsoever. You do not have the right to grant to others, including affiliated publications or web sites, the right to use such photographs and materials.

Boom Enterprise Group does not consider or agree that special editions, one-shot editions, posters, promotional, advertising or other commercial use of such photographs and materials to be within the editorial rights granted to you under the provisions outlined above.

Boom Enterprise Group, LLC. maintains the copyright and reserves all rights in and to the photographic and related materials in perpetuity. Any additional use of photography and related materials must be cleared by Boom Enterprise Group. We reserve all right, title and interest in and to the photographs and related materials and, accordingly, no rights other than those limited rights specifically described are granted to you herein.

If you or your organization receives any requests for Boom Enterprise Group photography or related materials, please forward them to us. We urge you to keep this letter on file and to disseminate the information contained to your staff. Refusal to comply with the terms as outlined will force us to discontinue our service to your publication and may require us to institute legal action.

DISCLAIMER

THE MATERIALS IN THIS SITE ARE PROVIDED «AS IS» AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BOOM ENTERPRISE GROUP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BOOM ENTERPRISE GROUP DOES NOT WARRANT THAT THE PRESS MATERIALS WILL BE SUPPLIED ON AN UNINTERRUPTED BASIS OR THAT THEY ARE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BOOM ENTERPRISE GROUP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT BOOM ENTERPRISE GROUP) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Further, Boom Enterprise Group explicitly disclaims any responsibility for the accuracy, content, or availability of information found on sites that link to or from this site from third parties not associated with Boom Enterprise Group.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL BOOM ENTERPRISE GROUP BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR THE MATERIALS POSTED THEREON. IN NO EVENT SHALL BOOM ENTERPRISE GROUP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (INCLUDING THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS IN THIS SITE, EVEN IF BOOM ENTERPRISE GROUP OR A BOOM ENTERPRISE GROUP AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

OTHER

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state or federal courts located in Seminole County, Florida, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by an authorized agent of both parties.

NO ADVERTISING, SOLICITATION OR ENDORSEMENT

You are prohibited from using the Boom Enterprise Group name or properties and those of its affiliated or related companies, in any advertising, offers or solicitations, in any media as a means to advertise or to suggest endorsement of any product or service.