



## Terms of Service

**1. TERMS AND CONDITIONS OF SERVICE:** PLEASE READ CAREFULLY BEFORE USING OR ACCESSING THIS SITE. This site is an online service ("Service") provided by DigitalFX International, Inc., a Florida Corporation (hereinafter referred to as "**helloWorld.com**") that provides, among other things, MailF5, MediaF5, LiveF5 and TemplateF5. By continuing to use or access this site, you AGREE TO THESE TERMS AND CONDITIONS OF SERVICE ("TOS"). The TOS may be modified by **helloWorld.com** at any time and without prior notice. By using or accessing this site, or any Service offered or otherwise associated with this site, after any modification of the TOS, you AGREE TO THE TERMS AND CONDITIONS OF SERVICE, as modified. By using or accessing this site, you agree to be bound by the TOS.

**2. UNLAWFUL USE AND CONDUCT:** Your use or access of this site constitutes your acceptance to comply with all applicable laws, rules and regulations of your country of origin. Accordingly, you agree not to use the service for illegal purposes.

**3. MEMBERSHIP:** One or more portions of this site may be accessible only through prior enrollment as a member ("Member"). Enrollment requires you to select a unique member identification ("Digital ID") and password. By registering, you agree not to: (1) use a Digital ID already in use by another Member, or (2) use a Digital ID that **helloWorld.com**, in its sole discretion, finds offensive or inappropriate. It is your sole responsibility to keep your password confidential and you are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify **helloWorld.com** of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. **helloWorld.com** cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 3. In consideration of use of the Service, you agree to: (a) pay the monthly fee associated with your account based on the plan selected at time of enrollment or subsequent upgrade or downgrade (b) provide true, accurate, current and complete information about yourself as prompted by the Service's enrollment form, and (c) maintain and promptly update your enrollment information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or **helloWorld.com** has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, **helloWorld.com** has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Users under 13 years of age are required to have a parent or guardian review and complete the enrollment process.

**4. HELLOWORLD.COM PRIVACY POLICY:** Your use of the Service is subject to **helloWorld.com**'s privacy policy. For information on **helloWorld.com**'s privacy practices, please see the entire privacy policy [here](#).

**5. MEMBER AND NONMEMBER CONDUCT:** You understand and agree that all information, data, text, software, images, music, sounds, photographs, graphics, video, messages, goods, products, services or other materials (collectively, the "Content") are the sole responsibility of the individual or entity from which such Content originated. **helloWorld.com** is not responsible for any Content posted, displayed, uploaded, stored, or transmitted by any Member or other originator of said content. This means that you, and not **helloWorld.com**, are entirely responsible for all Content that you post, display, upload, store or transmit through the Service. **helloWorld.com** cannot guarantee

the truthfulness, authenticity, quality or accuracy of said Content. Under NO CIRCUMSTANCES IS **helloWorld.com** LIABLE FOR ANY OF SAID CONTENT, including, without limitation, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that **helloWorld.com** may from time to time pre-screen Content, and that **helloWorld.com** and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, **helloWorld.com** and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. Any decision to refuse, move, or remove content is within the sole discretion of **helloWorld.com**, its employees, agents, and appointed designees. You agree that any improper, abusive, fraudulent, and/or illegal activity or violation of the TOS may be grounds for immediate termination of your membership. You further agree that you must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by **helloWorld.com** or submitted to **helloWorld.com** by third parties.

You acknowledge and agree that **helloWorld.com** may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of **helloWorld.com**, its users and the public. For the avoidance of doubt, you expressly understand that **helloWorld.com** will disclose both your contact information and your Content and will assist in any criminal legal action raised against you, if, in its good faith belief, such disclosure or assistance is reasonably necessary to protect the rights, property, or personal safety of minors.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in **helloWorld.com**'s sole discretion as to what action should be taken, which action could include, without limitation, the cancellation/termination of an account at any time and without further notice or warning.

By using or accessing the Service, you hereby agree to refrain from the following: (a) uploading, posting, e-mailing, transmitting, or displaying content that is unlawful, harmful, defamatory, threatening, abusive, harassing, tortuous, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise offensive or objectionable. This includes, by way of example, content that promotes or condones bigotry, prejudice, racism, hatred, and other content that is racially or ethnically objectionable; (b) uploading, posting, e-mailing, transmitting, or displaying content that exploits children or otherwise harms minors; (c) violating the rights of another individual or entity, including but not limited to intellectual property rights; (d) uploading, posting, e-mailing, transmitting, or displaying content that infringes on any patent, trademark, service mark, copyright, trade secret, right of publicity, or other proprietary right; (e) uploading, posting, e-mailing, transmitting, or displaying pirated computer software or links to other sites where such software is accessible; (f) uploading, posting, e-mailing, transmitting, or displaying material used to circumvent copy-protected devices and software, including serial or registration numbers for software programs, cracker utilities, or software used for game emulation; (g) interfering with or disrupting the Service and/or the servers or networks connected to the Service; (h) uploading, posting, e-mailing, transmitting, or displaying unsolicited advertisements, promotional materials, "spam", "junk mail", and "chain letters"; (i) stalking or otherwise harassing another person; (j) impersonating any person or entity, including, but not limited to, a **helloWorld.com** official, forum leader, guide or host, or falsely stating or otherwise misrepresenting your affiliation with a person or entity; (k) forging headers or otherwise manipulating identifiers in order to disguise the origin of any Content transmitted through the Service; (l) uploading, posting, e-mailing, transmitting, or

displaying any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (m) uploading, posting, e-mailing, transmitting, or displaying any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (n) violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; (o) promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices; or (p) offering for sale or selling any item, good or service that (i) violates any applicable federal, state, or local law or regulation, (ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) **helloWorld.com** determines, in its sole discretion, is inappropriate for sale through the Service.

Additionally, while **helloWorld.com** does not condone the uploading, posting, e-mailing, transmitting, or displaying of Content that contains nudity, pornography or other mature subject matter, your making such subject matter available on your personal pages will not immediately cause the termination of your account. However, you will be responsible for properly characterizing the nature of the content that you make available, upload, or post, including, without limitation, differentiating whether such content is considered for "general audiences", i.e., acceptable to users of all ages, or for "mature" viewers, i.e., acceptable for users age 18 and older. Accordingly, if you fail to characterize the Content that you make available, upload or post, or if you fail to properly characterize such Content, it will be in **helloWorld.com's** sole discretion as to what action should be taken, which action could include, without limitation, the cancellation/termination of an account at any time and without further notice or warning.

**6. TERMINATION:** You agree **helloWorld.com**, in its sole discretion, may terminate your password, and/or membership account, and remove and discard any Content within this site or the Service for any reason, including, without limitation, the lack of use, or if **helloWorld.com** believes that you have violated or acted inconsistently with the letter or spirit of this TOS. Any contracts, verbal or written or assumed, in conjunction with your deleted Content, at **helloWorld.com's** discretion, will be terminated as well. **helloWorld.com** may also in its sole discretion and at any time, discontinue providing this site and/or the Service, or any part thereof, with or without notice. You agree that any termination of your access to this site or Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that **helloWorld.com** may immediately deactivate or delete your Content, as applicable, and all related information and files. **helloWorld.com** reserves the right to bar any further access to such files, this site or the Service. You agree that **helloWorld.com** shall not be liable to you or any third-party for any termination of your access to this site or the Service.

**7. CANCELLATION:** You are liable for all charges associated to the plan you selected upon enrollment/upgrade. You may cancel your **helloWorld** account at any time. Should you choose to cancel your account, no refund will be given. In order to not be charged for your next billing cycle, you must cancel your account 5 days prior to your next recurring billing date.

**To cancel your account we require your written authorization. Please follow the steps below.**

- Go to [www.helloworld.com](http://www.helloworld.com)
- Click the 'Customer Support' link at the bottom of the page
- Enter your Login information
- Submit an email by clicking the 'Submit an Email' tab
- Fill out the form, including why you have decided to cancel your account
- Be sure to use "Account Cancellation" in the subject line

If you would like a cancellation confirmation, please include an alternate email address (i.e., hotmail, yahoo, AOL, etc.)

Please Note: Only the Account Holder will be able to request cancellation of an account. Your cancellation request could take up to 48 hours to process. Once your account is cancelled, there is no waiting period and you can become a customer again at any time. You will, however, need to choose a different Digital ID.

You can also cancel your account by faxing a letter to (702) 940-1089 or you can send a letter to:

DigitalFX International, Inc.  
ATTN: Cancellations Department  
3035 East Patrick Lane - Suite #9  
Las Vegas, Nevada 89120, USA

*You must include the Digital ID of the account you want to cancel along with your full name and billing address. We will also need an outside email address, such as hotmail, AOL, etc., so that we can send you an email confirming that your account has been cancelled.*

**8. INTELLECTUAL PROPERTY:** helloWorld.com does not claim ownership of the Content you place or otherwise make available through the Service. By submitting Content for inclusion on the Service, you expressly grant to helloWorld.com a perpetual, irrevocable, fully-paid, royalty-free, transferable, non-exclusive, world-wide right and license, with rights to sublicense, to use, copy, modify, reproduce, market, publish, perform, display, distribute, sell and otherwise exploit such Content or any portion thereof, and any and all images, video, photographs, artwork, content and other materials therein (the "Material"), in any and all media and for any purpose whatsoever, including, without limitation, for purposes of modifying the Material, copying the Material, improving the Material, making derivative works to the Material, reproducing the Material, distributing the Material, and/or displaying, performing and/or publishing the Material. Except for member-contributed Content, the www.helloWorld.com web site, including but not limited to the graphics, text, audio, images, pictures, icons, movies, video, layout, and look and feel of the site is protected by copyrights, trademarks, service marks, and/or other proprietary rights under the laws of the U.S. and other countries. The web site and all the content contained therein is, among other things, protected as a collective work or compilation.

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helloWorld.com will investigate notices of copyright infringement and take appropriate actions. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on or through this site or the Service, please notify helloWorld.com's Copyright Agent identified below.

Pursuant to Title 17, United States Code, Section 512(c)(3), a notification of claimed infringement must be a written communication addressed to the designated agent as set forth below (the "Notice"), and must include substantially all of the following:

- a. a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- b. a description of the copyrighted work or works that you claim have been infringed ("infringed work") and identification of what material in such work(s) is claimed to be infringing ("infringing work") and which you request to be removed or access to which is to be disabled;
- c. a description of the exact name of the infringing work on this site or the Service (and the location of the infringing work, if it appears on this site or the Service) or if the infringing work appears on a site linked to from this site or the Service where the material that you claim is infringing is located on such site;
- d. information sufficient to permit helloWorld.com to contact you, such as your physical address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of the material identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you that the information in your Notice is accurate and, under penalty of perjury that you are the copyright owner or authorized to act on the copyright owner's behalf.

To reach helloWorld.com's Copyright Agent for Notice of claims of copyright infringement:

By Email:

[copyrightagent@helloworld.com](mailto:copyrightagent@helloworld.com)

By Mail:

Copyright Agent  
DigitalFX International, Inc.  
3035 E. Patrick Lane  
Las Vegas, Nevada 89120

By Telephone

702-938-9300

**The Copyright Agent should only be contacted if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on or through this Site or the Service. The Copyright Agent will not respond to any other inquiries.**

11. **LINKING:** Linking to certain pages of this site is permissible provided you follow the terms and conditions set-forth in this section (the "LTC"). You agree that the [www.helloWorld.com](http://www.helloWorld.com) web site, including but not limited to the graphics, text, audio, images, pictures, icons, movies, video, layout, and look and feel of the site is protected by copyrights, trademarks, service marks, and/or other proprietary rights under the laws of the U.S. and other countries. Provided you satisfy these LTC, [helloWorld.com](http://www.helloWorld.com) grants you a non-exclusive, non-assignable, non-sub licensable, royalty-free license to use the **helloWorld** and **helloWorld.com** marks solely for providing an underlined hypertext link, or a hyperlink through **helloWorld.com** approved buttons or banners, from your web site to the home page of [www.helloWorld.com](http://www.helloWorld.com) (URL <http://www.helloWorld.com>). Linking your site to a page on the Service other than the pages set forth in this LTC is STRICTLY PROHIBITED. In addition to meeting the criteria set-forth above, you shall not link to [www.helloWorld.com](http://www.helloWorld.com) from any page that contains content, information, or other material that violates Section 5 above.

12. **FRAMING:** By your use or access of this site you agree not to "frame" all or a portion of the site unless you receive the prior written consent of **helloWorld.com**. Inquiries about framing this site can be sent to the following e-mail address: [marketing@helloWorld.com](mailto:marketing@helloWorld.com). Any decision to grant or deny a request to frame the site is within the sole discretion of **helloWorld.com**, its employees, agents, and appointed designees.

13. **DISCLAIMER AND LIMITATION OF LIABILITY:** You agree that your use or access of this site is at your sole risk and the Service is provided "AS IS" and that **helloWorld.com** DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, OR ANY MERCHANDISE, INFORMATION, CONTENT, OR SERVICE PROVIDED THROUGH THE SERVICE. EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED, **helloWorld.com** DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY OPTIONS, ADVICE, SERVICES, MERCHANDISE OR OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. IN NO EVENT WILL **helloWorld.com** BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE.

IN NO EVENT SHALL **helloWorld.com** BE LIABLE FOR ANY DIRECT, INDIRECT, NOMINAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE, OR SITES ACCESSED THROUGH THIS SERVICE, AND/OR CONTENT OR INFORMATION PROVIDED HEREIN. A USER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. You further agree that **helloWorld.com** cannot and does not guarantee or warrant that applets, files, software, code, or other content accessible via this site will be free from such items as, by way of illustration, viruses, worms, "Trojan horses", or any other code, program, file, or software that has contaminating or destructive properties.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THIS SECTION 12 MAY NOT APPLY TO YOU.

14. **INDEMNIFICATION:** You agree, at your own expense, to indemnify, defend, and hold harmless **helloWorld.com**, its employees, agents, and representatives against claim, suit, action, or administrative proceeding brought against **helloWorld.com**, its employees, agents, and representatives to the extent said claim, suit, action, or administrative proceeding arises out of, or is related to your Content, your use of or connection to the Service, your violation of this TOS, or your violation of any rights of another. Without limiting the generality of the foregoing, the

indemnification agreement hereunder extends to, among other things, any claim, suit, action, or administrative proceeding arising out of: (1) your access or use of the Service; (2) access or use of the Service by someone else using your computer or ID; (3) a violation of the TOS by you or anyone using your computer or ID. This indemnification agreement applies to any claim, suit, action, or administrative proceeding that is directly or indirectly related to the Service, including by way of illustration a claim, suit, action, or administrative proceeding that your use or access or another person's use or access of your computer or ID infringes any copyright, trademark, service mark, patent, trade secret, right of publicity, or other proprietary right under any U.S., International, foreign, or state law. As another example, which is not to be construed as limiting the scope of the indemnification provision, this indemnification agreement applies to any claim, suit, or action where your use or access to the Service is in any way defamatory, slanderous, libelous, or otherwise injurious to a third party. You agree to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorney's fees and costs awarded or incurred by or in connection with any such claim, suit, action, or administrative proceeding.

**15. GOVERNING LAW:** The TOS shall be exclusively governed by and construed in all respects under the laws of the State of Nevada, without giving effect to any choice-of-law or conflict-of-laws provisions. You further agree to submit to the personal jurisdiction of the state courts located in Las Vegas, Nevada and the personal jurisdiction of the federal courts located therein, for any and all legal claims, suits or actions that arise in connection with this Service or from a dispute as to the interpretation or breach of the TOS.

**16. SEVERABILITY:** If any of the provisions of the TOS are held invalid, unenforceable, or void by a court or other tribunal of competent jurisdiction then such provisions shall be limited or eliminated to the minimum extent necessary so that the TOS shall otherwise remain in full force and effect.

**17. ENTIRE AGREEMENT:** The TOS contains the entire and only agreement between you and **helloWorld.com**. Any and all other collateral representations, promises, and conditions; and any representation, warranty, promise or condition not incorporated herein or made as provided for in this TOS shall not be binding on **helloWorld.com**.

**18. GENERAL:** Notices to you may be made via either email or regular mail. This site or the Service may also provide notices of changes to this TOS, additional Terms of Service or other matters by displaying notices or links to notices to you generally on the Service. The failure of **helloWorld.com** to exercise or enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. This TOS and any additional terms and conditions, as applicable, constitutes the entire agreement between you and **helloWorld.com** and govern your use of this site and the Service, superseding any prior agreements between you and **helloWorld.com** (including, but not limited to, any prior versions of this TOS). You also may be subject to additional terms and conditions that may apply when you use affiliate or other **helloWorld.com** services, third-party content or third-party software. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of this site, the Service or this TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this TOS are for convenience only and have no legal or contractual effect.

**19. VIOLATIONS:** Please report any violations of this TOS to [asofer@digitalfx.com](mailto:asofer@digitalfx.com)