

eBMR TERMS OF SERVICE / USER AGREEMENT

Last Updated: December 28, 2021

American Black Bear LLC, including its officers, employees, and agents (“**we**” or “**us**” or “**our**”), the operator of blackmansreign.com (“**Black Man’s Reign**” or “**BMR**”) website and mobile application (collectively, the “**Site**”) and its related events and activities, currently provides information, entertainment, communication services on the website and mobile application and hosts in person networking, social events and parties (all aforementioned, collectively, the “**Service**”). By using and/or registering to become a member of the Service, you are stating that you understand and agree to be bound by the terms and conditions of this Black Man’s Reign BMR Terms of Service / User Agreement (the “**Agreement**”).

Our Services are not available to anyone who is not at least 18 years of age. If you are not at least 18 years of age, leave this site immediately. You are not permitted to become a Member or use our Services in any way.

The Black Man’s Reign User Agreement may be found below. This User Agreement explains how we collect, use, disclose, and safeguard your information when you visit our website, mobile apps and engage with other related services.

Your use of the Site and Services constitutes your acceptance of the terms and conditions of this Agreement, the BMR Privacy Policy, and the BMR Membership Rules & Community Guidelines. You are responsible for reviewing and becoming familiar with all of the terms of this Agreement. Please read this Agreement carefully before registering on the Site as a Member. If you do not agree to these terms and conditions, then you SHOULD NOT register as a Member and/or engage with programming/events provided in connection with the Service.

If you have any questions regarding this Agreement, please [Contact Us](#).

1. **Modification of Agreement**

a. You agree that Black Man's Reign may change the terms and conditions of this Agreement, unilaterally, and at any time, by conspicuously posting notice of such change on the Service for a period of five (5) consecutive days. Continued use of the Service after such notice will constitute your acknowledgment and acceptance of the revised terms and conditions.

2. **Membership**

a. To use the Service, you must become a member ("**Member**"). As a Member you will have access to various services, some of which will enable you and other Members to interact with each other ("**Member Areas**"). These Member Areas include, without limitation, the following:

i. Member Profiles

ii. Mailbox

iii. Chat

iv. Forum

v. Blogs

vi. Groups

b. Our Services are not available to anyone who is not at least 18 years of age. If you are not at least 18 years of age, you are not permitted to become a Member or use the Services in any way.

c. To register to become a Member, complete the membership registration form. You agree to provide true, accurate, current and complete information as prompted by the registration form and maintain and update such information to keep it true, accurate, current, and complete at all times.

d. If any information provided by you on the registration form is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to so believe, we have the right to suspend or terminate your membership and to refuse to provide you with any future membership.

e. If we have reason to believe that you have registered someone other than yourself, we will cooperate with any law enforcement investigation that may result from such misrepresentations and shall have the right, in our sole discretion, to disclose any information you provided to us in connection with such registration.

f. We make a good faith effort to prohibit registration as a Member and will not knowingly collect or store personal information from, those under the age of 18.

g. We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such action.

h. Membership and use of the Service is with the permission of the operator which may be revoked at any time, for any reason, by the operator's sole discretion.

3. Your Interactions with Other Members

a. You are solely responsible for your interactions with other Members.

b. You understand that:

i. We do not screen Members in any way.

ii. We do not inquire into the backgrounds of Members or attempt to verify the statements of Members.

iii. You agree to take reasonable precautions in all interactions with other Members, particularly if you decide to meet offline or in person for any given purpose and understand that your safety and well-being is solely your responsibility.

iv. In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Members or persons you meet through this Service.

4. Acceptance of Membership Terms and Conditions

a. By checking the checkbox on your profile form you will be deemed to have consented to these Membership Terms and Conditions.

b. We reserve the right to change or update these Membership Terms and Conditions from time to time.

c. If you violate any of the Service rules, or if we have reasonable grounds to so believe, we have the right to deny you access to the Service, to suspend or terminate your membership and to refuse to provide you with any future membership.

d. You acknowledge that we do not pre-screen material posted or transmitted on the Service, but that we and our designees shall have the right (but not the obligation) in our sole discretion to review and edit, delete or refuse to post any material submitted for display or placed on the Service, including but not limited to message board posts, profiles, images, personals, and reviews.

e. Without limiting the foregoing, we and our designees shall have the right to remove any material that violates this Agreement or that we deem is otherwise objectionable.

f. You understand and agree that we may review and delete any content, messages, double-blind emails, photos or profiles, in each case in whole or in part, that in our sole judgment violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

g. You acknowledge and agree that we may preserve material and may disclose material if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to in our judgment:

i. comply with legal process;

ii. enforce this Agreement;

- iii. respond to claims that any material violates the rights of third parties; or
- iv. protect the rights, property, or personal safety of the Service, its Members, or the public.

5. Description of Membership and Subscription

- a. As a Member, you can take advantage of many Services on the Site for free. However, other areas of the site can require payment of a Member subscription.
- b. Currently membership to Black Man's Reign is free.
- c. We reserve the right at any time to change this policy and to charge fees for access to new service content or services or to portions of the existing service content or services or to the Service as a whole.
- d. In no event will you be charged for access to any service content or service, or to the Service as a whole, unless we obtain your prior agreement to pay such charges. If you do not consent to such charges, however, you may not have access to paid content or services.
- e. Should you wish to deactivate your account, you may deactivate your account from the User's account sub-menu under Settings.

6. Assignment

- a. You may not assign your membership, this agreement or any of the rights or licenses granted hereunder, directly or indirectly, without our prior written consent.

b. This means that in the event you dispose of any device on which you have installed the Service, such as by sale or gift, you are responsible for deleting the Service from your mobile device prior to such disposition.

c. We may assign this Agreement, including all its rights hereunder, without restriction. Any assignment in violation of this Section is void.

7. Age of Consent

a. You must be 18 years or over to register as a Member. If we discover or have any reason to suspect that you are not over 18 years of age, then we will terminate your Membership to this Site immediately and without notice.

8. Password Member Name and Security

a. Upon registration as a Member, you will select a password and member name that you can use to access your Member account and profile and to log on to the Member Areas of the Site.

b. You are responsible for maintaining the confidentiality of your password and Member name and are responsible for all activities that occur under them.

c. You agree to notify us immediately of any unauthorized use of your password or Member name or any other breach of security of which you become aware.

9. Your Warranties

You warrant that:

- a. You are over 18 years of age.
- b. All information and details provided by you to us (including when registering as a Member) are true, accurate and up to date in all respects and at all times.
- c. You will comply with these Membership Terms and Conditions including, without limitation, the restrictions relating to acceptable use set out below.
- d. You agree to indemnify and hold us harmless from any claim or damages we incur (including any legal fees in relation to same) made by a third party in respect to any matter in relation to or arising from your use of the Membership.
- e. You expressly agree that your use of the Service, including, without limitation, any material and/or data developed by the Site or by third parties ("**information providers**"), is at your sole risk.

10. Acceptable Use

We support the free flow of information and ideas over the Internet and do not actively monitor use of the Site, including the Member Areas under normal circumstances. We seek to balance this aim with our obligations to other Members and at law. We do therefore review all profiles entered onto the Site by Members. We also therefore require that YOU DO NOT:

- a. Sell objects, promote your business or recruit other users.
- b. Upload, store, post, email or otherwise transmit any:

- i. material that is inaccurate, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful, racist, bigoted or otherwise objectionable;
- ii. material that you do not have a right to transmit under any applicable law or under contractual or fiduciary relationships;
- iii. material that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- iv. advertising, promotional mail or materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- v. material that contains software viruses or any other computer code; or
- vi. files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

c. Copy, modify, republish, disseminate outside of the Service, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code of any other software Black Man's Reign provides for use by its Members.

d. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

e. Create a new account with the Service, without our express written consent if we have previously disabled, suspended or terminated an account of yours for any reason whatsoever.

f. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service.

g. Interfere with or disrupt the Service or servers, networking and computing equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

h. Initiate, facilitate, participate in or distribute a denial of service attack, exploit any documented or undocumented vulnerability in the Service and its component networking or computing equipment, or otherwise initiate, facilitate, or participate in any malicious action aimed at the Service.

i. Try to gain access to areas that are private to Black Man's Reign or to other Service users.

j. Violate any applicable local, state, national or international law or any regulation having the force of law.

k. Stalk or otherwise harass another Member.

l. Harm minors in any way, including, without limitation, use the Services to establish unlawful contact with minors.

m. Collect, intercept or harvest images, videos, screen names or email addresses or other personal data about other users of the Service.

- n. Solicit or attempt to discover a user's password, screen name, or other private information without the user's express knowledge and consent.
- o. Engage in, or run raffles, lotteries, contests, or sweepstakes.
- p. Promote or provide instructions or information about how to engage in illegal conduct or commit illegal activities, promote physical harm or injury, or promote any illegal act.
- q. Make any request of any kind for money, gifts, contributions or tips.
- r. Engage in any form of prostitution or other related sexual services.
- s. Say or do anything that would cause annoyance, inconvenience, harassment or needless anxiety to others.
- t. Advertise or promote third party or your own products or services including by way of the distribution of 'spam' mail.
- u. Solicit membership for cash payments.
- v. Misrepresent yourself through false or misleading statements - including fake profile statistics.
- w. Use foul, threatening or offensive language including, without limitation, racist, sexist, ageist, homophobic or sexually explicit language where inappropriate.

- x. Make insulting remarks to or about other Members.
- y. Distribute illegal, copyright infringing, indecent or offensive material or any messages or content that may incite disorder or encourage illegal activities or that causes or may cause harm to minors or adults.
- z. Impersonate another person or Member.
- aa. Redistribute any material from the Site.
- bb. Transfer files that contain viruses, trojans or other harmful programs.
- cc. Use the Site to conduct any fraudulent activity including but not limited to any “pyramid scheme”; “ponzi scheme” or “chain letter”.
- dd. Access or attempt to access the accounts of other Members or to penetrate or attempt to penetrate the Site security measures.
- ee. Have more than one Member account at any time.

If you engage in any of the above, we may take any or all of the following action at our discretion:

- a. Remove any Member profile (including photographs) or other material that, in our sole discretion may be inappropriate or we suspect to be illegal, subject us to liability or which may violate this Agreement or where required to do so by law.

- b. Monitor your use of the Service (including any content or message you post or broadcast) to verify compliance with this Agreement and/or any applicable law.
- c. Investigate any suspected or alleged misuse or unlawful use of the Service and cooperate with law enforcement in such investigation.
- d. Issue Members with verbal or written warnings and may take such further action as we deem appropriate if such warnings are not heeded.
- e. Suspend or terminate a Member's access to the Member Areas of the Site or a Member's account without notice at any time.
- f. Inform the appropriate authorities and provide them with information regarding any suspected illegal activity.
- g. Bring legal action against a Member or other user of the Site in relation to any breach of this Agreement or any illegal or suspected illegal activity.

We will determine what action is appropriate to be taken against a Member on a case by case basis. You acknowledge that we may be required by law or regulation to access, monitor, store or copy material sent by or to Members without further notice to you.

11. Policy Against Human Trafficking and Slavery

- a. Do not use this site to promote or facilitate human trafficking, sex trafficking or physical abuse.

12. Cancellation of Membership

- a. Your Membership services commence immediately when you submit your registration, or subscription. This means that, subject always to your right to terminate as set out below, you will not be able to cancel the Services after this point.

13. Termination of Membership

- a. If your Membership ends before the expiry period you paid for, you will not receive any refund.
- b. No refunds will be paid by us where your Membership is terminated by us as a consequence of your breach of this Agreement.

14. Copyright and Other Intellectual Property Rights

- 1. The BMR name, logo and all related names, logos, product and service names, designs, and slogans are trademarks of ours or our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on the Site are the trademarks of their respective owners.
- 2. Your use of the Service grants no rights to you in relation to copyright, trademarks or other of our intellectual property rights or the intellectual property rights of third parties.
- 3. You may not, without limitation, copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, communicate to the public, or otherwise use the content included in or provided via the Site except for your own personal, private and non-commercial use.

4. We respect the intellectual property rights of others. If you believe that your work is being used on the Site in a manner that constitutes copyright infringement, please contact us. We will, upon receiving effective written notification of such a claim, promptly remove or disable access to material on the Site that is claimed to be infringing or to be the subject of infringing activity. To be effective, the notification must include the following information:
 1. Identification of each copyrighted work that you claim to have been infringed.
 2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to enable us to locate the material.
 3. Your mailing and e-mail addresses and your telephone number, so that we can contact you.
 4. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law.
 5. A statement by you that the information in the notification is accurate, and that, under penalty of perjury, you either are the copyright owner or are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
 6. The notification must include the physical signature of the copyright owner or of a person authorized to act on behalf of the copyright owner. Anyone who knowingly misrepresents that material is infringing is liable for any damages incurred as a result of our relying on such misrepresentation in removing or blocking the material.

5. The contents of the Service, including text, software, photos, graphics and all other audiovisual elements are protected by copyright laws and international treaties concerning copyright. Except for material in the public domain, Black Man's Reign and its licensors hold copyrights to all content appearing on the Service. Black Man's Reign permits, without charge, the reproduction and distribution of materials contained on the Service for non-commercial educational and personal uses only, provided that such materials remain unaltered and are accompanied by a clearly visible copy of any copyright notice appearing on such materials. All other reproduction, distribution, retransmission, modification, public display, and public performance of such materials is prohibited without the prior written consent of the site owners or their designee.

15. Limitation of Liability / Indemnification

1. In no event shall we, the information providers or any other person or entity involved in creating or distributing the Service be liable for any direct, indirect, incidental, special or consequential damages, however arising and under any theory of liability (including, without limitation, tort, including negligence and strict liability, breach of contract or breach of warranty), that result from your use of or inability to use the Service, any changes to the Service or this Agreement, unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. Where we are liable for direct loss this will be limited to a maximum of the total price of the Member Subscription or event registration paid to us by you in the 6 months prior to the claim.
2. We are not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights.
3. If you are dissatisfied with the Site or the Services, content or materials available on or through the Service, your sole and exclusive remedy is to discontinue using the Service.
4. The foregoing limitations on liability shall be applicable even if the we or the applicable third party knew or should have known of the possibility of

such damages and notwithstanding the failure of essential purpose of any limited remedy.

1. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
5. The Service, and any content or materials available through the Service, is provided on an “as is” and “as available” basis and without warranty of any kind, express, implied or statutory. Whilst we will use all reasonable endeavors to correct any errors or omissions as soon as practicable once they have been brought to our attention, we do not warrant that the Service will be available uninterrupted and in a fully operating condition nor that the information on and provided via the Site will be free from errors or omissions.
6. No advice or information, whether oral or written, that you obtain from the Service, its operators, members, guest speakers, lecturers, event hosts or otherwise through your use of the Service shall create any warranty on the part of the site owners and operators or the information providers. Further, the information providers do not warrant or represent that the use or the results of the use of any content or materials made available through the Service or from third parties will be correct, accurate, timely, reliable or otherwise.
7. Access to this Service and its contents may be suspended temporarily and without notice in the case of system failure, necessary maintenance or repair or for reasons beyond our control.
8. We do not make any representation or give any warranty in respect of the Service or its content, including, without limitation information provided by or regarding other Members. We cannot vet all Member profiles and entries to ensure that they are appropriate or correct. Any decision made or action taken by you on the basis of information provided on or via the Site is at your sole discretion and risk.

9. Due to the fact that many technical aspects of the Service and the content provided herein are supplied by or otherwise dependent on third parties, we do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, fitness for a particular purpose.
10. You, and anyone claiming on your behalf, releases and forever discharges us and our affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which may have against you or any related parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Service. In no event shall you, your agents, heirs or representatives, hold the Service or its operators responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Service.

16. Arbitration

1. You and your agents, heirs, representative successor, permitted assigns and any other related parties agree to arbitration as the exclusive form of dispute resolution for all disputes and claims arising out of or relating to this Agreement or Service.
2. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a **"Notice"**), or, if you do not provide a mailing address to us, to you via any other method available to us, including via email. The Notice to us should be addressed to American Black Bear LLC. The Notice must:
 1. describe the nature and basis of the claim or dispute; and
 2. set forth the specific relief sought (the **"Demand"**). If we do not reach an agreement to resolve the claim within 90 days after the

Notice is received, then either party may commence an arbitration proceeding as set forth below.

3. The arbitration will be administered by the American Arbitration Association in accordance with its commercial arbitration rules and the supplementary procedures for consumer related disputes (the “**Rules**”) available at www.adr.org. You are solely responsible for the payment of the filing fee.
4. The arbitration will be conducted in the English language in Minneapolis, Minnesota, USA. A single independent and impartial arbitrator will be appointed pursuant to the Rules, as modified herein.
5. You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further you agree that the arbitrator may not consolidate proceedings of more than one person’s claims and may not otherwise preside over any form of representative or class proceeding.
6. The foregoing provisions of this Arbitration section do not apply to any claim in which either party seeks equitable relief to protect such party’s copyrights, trademarks, or patents. You acknowledge that, in the event of a breach of the Agreement, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against the Service, and your only remedy will be for monetary damages, subject to the limitations of liability and other stipulations set forth in this Agreement.

17. Recovery of Expenses

1. In any proceedings between the parties, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses, subject to the limitations of liability and other stipulations set forth in this Agreement.

2. For purposes of section, “prevailing party” means, for any proceedings, the party in whose favor an award is rendered, except that if in those proceedings the award finds in favor of one party on one or more claims or counterclaims and in favor of the other party on one or more other claims or counterclaims, neither party will be the prevailing party. If any proceedings are voluntarily dismissed or are dismissed as part of settlement of that dispute, neither party will be the prevailing party in those proceedings.

18. Severability

1. In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

19. Allocation Of Risk

1. You agree that the disclaimer of warranties, limitations on liability, and indemnification provisions set forth in this Agreement represent an agreed upon allocation of risk and form an essential part of the basis of the bargain, without which we would not enter into this Agreement or provide the Service.

20. Governing Law

1. This Agreement is entered into in Minnesota, USA. You agree that it will be governed by the laws of Minnesota, USA and any disputes arising out of this Agreement will be subject to the arbitration process provided herein. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

21. Donations

American Black Bear LLC, hereinafter in this section referred to as “Donee”, accepts donations in the form cash, services and/or real property. In making a Donation to American Black Bear LLC, you, your officers, employees, agents, heirs or representatives, hereinafter in this section referred to as “Donor,” understand and agree to the following terms and conditions:

1. The Donor warrants that, to the best of the Donor’s knowledge, the Donor owns the Donation, free and clear of any liens, and the Donor has the full right, power and authority to transfer and/or gift the Donation to the Donee.
2. The parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Section shall be construed to create any other type of status or relationship between the parties with respect to such gift.
3. The Donation will be put to use according to the purview of American Black Bear LLC owners and managers. The Donee understands that in making the Donation it is not entitled to nor does the Donation represent, in any way, ownership, investment or governing authority in American Black Bear LLC, its subsidiaries, related companies, programs, projects or events.
4. In submitting the Donation and/or signing this Agreement the Donor relinquishes any and all control over the Donation and the Donor transfers all rights and responsibilities of the Donation to the Donee. In making the donation the Donor understands they are not entitled to any return on investment which may arise from the use of the Donation. Moreover, the Donor understands the Donation, in the form of cash or otherwise, does not represent a purchase of ownership rights in American Black Bear LLC, its subsidiaries and related companies or programs. The Donor also understands that in making the Donation the Donor is not entitled ownership or management authority over American Black Bear LLC, its subsidiaries, related companies, programs, projects or events. Furthermore the Donor understands and agrees that it can make no claim

to profits generated by the investment of the Donation or claim ownership of the intellectual property generated by the Donation.

5. American Black Bear LLC, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Assets. Furthermore, in no event shall the Donor be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this Agreement, including but not limited to recipient's use of the assets.
6. Either party, upon the request of the other party, shall execute and deliver such further documents or instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of the donation.
7. This offer shall become a binding contract when payment is remitted or assets transferred to the Donee. Parties represent that they have taken all steps required by law or otherwise necessary to enter into this transaction and that the individuals executing this agreement and such other documents as may be necessary to effectuate any transactions contemplated by this agreement, have been granted full authority to do so by their respective organizations, and that his or her signature is fully sufficient to bind their respective organization.

22. General

1. We shall not be liable for any failure for any suspension, or termination of access to the Service or any content arising out of a force majeure event. A force majeure event shall include, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, public health crisis, acts of God, environmental disaster or industrial action affecting us or our suppliers.

2. This Agreement contains the complete and final statement of the understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations, agreements or communications, whether written or oral, between you and the owners or operators of the Service concerning the subject matter of this Agreement.
3. The waiver by us of a breach or default of any of the provisions of this Agreement by you shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of us to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by you.
4. You agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
5. The section titles in this Agreement are solely used for convenience and have no legal or contractual significance.
6. All provisions of this Agreement that, by their nature, survive termination of this Agreement will survive termination including, without limitation, the disclaimer of warranties, limitations on liability, allocation of risk, ownership of materials, indemnification, governing law, and the general sections of this Agreement.
7. The use of the Service may be subject to separate third-party terms of service and fees, including, without limitation, your mobile network operator's terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility.

8. The Service may expose you to pictures, video and other forms of media of semi-nude and nude persons and audiovisual works depicting semi-nude and nude persons engaging in various sexual acts and BDSM acts. You understand that by using this Service, and by merely accessing this Site, you may be exposed to content that is offensive, indecent, or objectionable.
9. The Service is licensed, not sold, to you for use only under the terms of this agreement, complete and ongoing compliance with the terms of this Agreement. We hereby grant you a personal, limited, revocable, non-transferable license to use the Service on devices that you own or control, solely for your own private, personal, non-commercial use.
10. You may not make the Service available over a network where it could be used by multiple devices at the same time.
11. You may not rent, lease, lend, redistribute or sublicense the Service.
12. You may not copy, transmit, reproduce, record, take images of, screen shot, take pictures of, disseminate or distribute any contents of the Service, including but not limited to the website blackmansreign.com. We reserve the right to take legal action against you if this or any other term set forth in this Agreement is violated.
13. If you breach these license restrictions or the restrictions, or otherwise exceed the scope of the licenses granted herein, then you may be subject to prosecution and damages, as well as liability for infringement of intellectual property rights.
14. By using the service you consent to receiving communications from us electronically, including emails and messages posted to your Member account,

15. You acknowledge and agree that all communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

23. Privacy

1. Our Privacy Policy states in full our policy regarding Member privacy.
2. [Click here to review our Privacy Policy.](#)

24. Events and Promotions

The Site and related services at times sponsors online and in person networking events and parties for members. By participating in these events you hereby agree to the following:

1. You release and forever discharge us, the event promoter and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which may have against participant or any related parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the activity.
2. You are of legal age in order to participate in the event.
3. The event is restricted to adults, where participants can engage in homosexual activities, according to their free will.

4. Any sexual activity is consensual. The participant will not force others into any sexual activity.
5. Events do not come with the promise of sex. Any sexual activity will depend on the will of other participants.
6. The participant may be denied sex or see himself excluded from other participants' sexual activity.
7. The participant may not demand sex from any other participant.
8. The participant has been tested for and/or vaccinated against STI and/or Severe Acute Respiratory Syndrome Coronavirus 2 ('COVID-19') and will present test results/vaccination cards to us or the Event's Promoter upon request.
9. The participant will conduct themselves in accordance with federal, state, and local laws/ordinances governing the jurisdiction in which they find themselves. This includes, but is not limited to, the use and consumption of controlled and illicit substances. The event promoter reserves the right to act on behalf of such laws when coordinating event activities.
10. The participant understands that it is their responsibility not to engage in any activity that may put their health and the health of others in danger. Furthermore, us, the event promoter, nor their affiliates, shall be under no liability to the participant for any loss or damage to their person, their property, nor their belongings resulting in participation in the event. This includes, but is not limited to any injury resulting from the action or inaction of the promoter and their affiliates. It is the sole obligation of the participant to discern appropriate action or inaction for their own person when involving themselves with event activities. Any unwanted or unexpected consequences from any behavior or sexual activity upon the participant are their own responsibility.

11. The participant, heirs or representatives will not blame us or the promoter, nor demand any retribution, compensation or indemnification in or out of court, in any way, at any time. We, the Promoter and their affiliates are not responsible for the consequences of event activities nor shall be under liability to the participant for any loss or damage resulting from the actions of any third party used by affiliates of the event promoter.
12. The participant shall indemnify, defend and hold harmless us the event promoter and their affiliates from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that we or the promoter may incur or suffer and that result from the participants breach or failure of the participant to adhere to any of the obligations set forth in this Agreement, or from participants' negligence or any willful act, or the negligence or willful act of any of participants agents, guests, associates, or related parties.
13. The participant understands and accepts that, at any time, we or the promoter may ask them to leave the event. In such cases, no refund or reimbursement of any kind will take place, subject to the limitations of liability and other stipulations set forth in this Agreement.

25. Sales and Merchandise

The Site and related services at times sponsor the selling of merchandise, online events, games, networking events, fundraising and/or the selling of consulting services. By participating these activities you hereby agree to the following:

1. You are conducting yourself in accordance with the laws and regulations that govern where you find yourself.
2. You are 18 years of age or older.

3. We make no warranty, expressed or implied, as to the safety of any of our products. All of our products are sold as novelties only. Furthermore, we accept no responsibility for injuries sustained while using our products. The purchaser assumes all risk and liability of use for all our products. No individual should use any product from this site unless all participating individuals have acknowledged and fully understand the potential for injury, damage or harm.
4. You understand the Service owners and operators are not medical professionals and you are responsible for your own health and safety.
5. Your participation is voluntary and you can withdraw at any time.
6. It is up to the sole discretion of the Service owners, service providers and event promoters to determine refund eligibility.
7. All services and products sold are for entertainment purposes only.
8. All products sold are novelty items.
9. Sexually explicit material and materials depicting bondage, BDSM and other fetish activities and products used for such purposes are allowed by the local laws governing your region.
10. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.
11. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.

12. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
13. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
14. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
15. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

26. Public Areas

A Public Area (“**Public Area**”) of the Service is any area where you may submit material (“**Submissions**”) for viewing by others or view Submissions of other users, such as bulletin boards, forums, personals, groups, Member profiles, chat rooms or video chat rooms. In some of these areas, a Submission includes the name, ID, nickname, and/or other information that would be displayed with the submitted material, as applicable.

1. You agree to use Public Areas in accordance with this Agreement and any policies for the Public Areas that are displayed on the Service.

2. By submitting material to a Public Area, you agree to indemnify us and hold us harmless from any and all claims, including, without limitation, claims for libel, slander, invasion of privacy, copyright infringement or otherwise, arising from such submission.
3. By making a Submission to any Public Area, you automatically grant us the royalty-free, perpetual, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display and distribute the content of the Submission (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed. You also permit any other user of the Service to access, view, store, or reproduce the Submission for that user's personal use.

27. Links

1. The provision, by a Member or the website's operator of a link to any other site or location is for your convenience and does not signify our endorsement of such other site or location or its contents.
2. The Site and its operators shall not be responsible for any information, software, or links found at any other World Wide Web site, Internet location, or source of information, for your use of such information, or for e-commerce transactions conducted at or through any linked site or location.

28. Payment Terms

1. We accept various forms of payment, as set forth on the Site from time to time.

2. The day when you register for and purchase or activate your subscription ("**Activation Date**") is the first day of your billing cycle. By providing your payment method and obtaining a subscription to the Service, you authorize our payment processor to charge to your designated payment method the applicable monthly or annually recurring subscription fees, and any applicable sales, telecommunication, excise, valued-added or similar taxes ("**Subscription Fee**"). The subscription fee is exclusive of any applicable federal, state, provincial, municipal taxes or duties. For European users, VAT is included in the recurring Subscription Fees.
3. Unless you notify us of your decision to terminate your subscription, your subscription will automatically renew at the end of each subscription term at the then-current Subscription Fee. A renewed subscription will have the same term as the immediately preceding subscription. At the time of renewal, your payment method will be charged the Subscription Fee.
4. Your default payment method will be charged for the renewal term of your subscription on your billing date ("**billing date**"), based on the type of subscription (e.g., on a particular date each month for a monthly subscription). If, however, the activation date of your subscription is on the 29th, 30th or 31st day of a month, and your billing date does not exist in a particular month because there are fewer than thirty-one (31) days in the month payment is due, then your billing date for that particular renewal will be on the last day of the month in which your billing date would otherwise be. The subscription fee is payable in U.S. dollars only.
5. If you fail to pay the applicable subscription fee when due, then your account may be downgraded to a free account, at our sole discretion.
6. You may cancel your subscription to the Service at any time for any or no reason. If you cancel your subscription, then you will have access to the full Service until the date that would have been your next billing date. To cancel an ongoing subscription, please simply unsubscribe from an uploading user's profile. Once you have canceled your subscription, we will stop billing your applicable payment method. If you reside in a country that is part of the European Union and purchased a subscription, you may cancel your subscription and receive a full refund of your subscription fee within 14 days of the activation date, but only if you have not logged in or otherwise activated your subscription.

7. We reserve the right to change Subscription Fee or prices at any time in our sole discretion. If we change the Subscription Fee or prices, then your continued use of the services after the price change becomes effective constitutes your agreement to pay the changed amount.

29. Content you submit

This Section governs any material that you post, send or transmit (collectively, “**Post**”) through the Service, including, by way of example and not limitation, photographs, graphics, images, text, musical works, sound recordings, digital phonorecord deliveries, and any other content, materials or works subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws (collectively, “**User Content**”). You are solely responsible for securing the rights to any and all User Content you Post to or through the Service.

1. By submitting, posting or displaying User Content on or through the Services, you grant the Service a worldwide, non-exclusive, irrevocable, royalty-free license (with the right to sublicense) to use to advertise, copy, adapt, modify, publish, display and distribute such User Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating).
2. The Service hereby agrees not to use, copy, reproduce, process, adapt, modify, publish, transmit, display, sell and distribute such User Content on any third-party tube sites, file sharing sites, bit torrent sites, cyberlockers, P2P sharing sites, TOR sites, or any other site where a User is not informed of or compensated for their User Content.
3. You further hereby grant the Service a royalty-free license to use your name, image, voice, trademarks, logos, monikers, and likeness (and that of any person identifiable in any User Content you posted to or through the Service) made available by or on your behalf through the Service in conjunction with your User Content. The foregoing license in the immediately preceding sentence will survive the termination of your account with respect to any of your User Content Posted to the Service prior to such termination.

4. You waive any and all rights of privacy, rights of publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any of your User Content Posted to the Service, during the term of this agreement. You expressly release the Service agents, partners, subsidiaries, affiliates, licensees, successors, and assigns from any and all claims, demands, liabilities, or causes of action, whether now known or unknown, for defamation, copyright infringement, violation of moral rights, and invasion of the rights to privacy, right to publicity, or personality or any similar matter, or based upon or relating to the use of your User Content as authorized in this agreement.
5. Except for materials provided to you by us through the Service, you represent, warrant, and covenant that:
 1. You either are the sole and exclusive owner of all of your User Content, or you have all rights, licenses, consents, and releases that are necessary to grant to the Service the rights in your User Content as contemplated under this Agreement.
 2. Neither your User Content nor your creation of, accessing, posting, submission or transmission of your User Content will infringe, misappropriate or violate the rights of any party or entity, including a third party's patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights; constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including, without limitation, restrictions on obscenity, child pornography, wiretap laws or other similar restrictions on nonconsensual recording, or otherwise), or require the Service to obtain any licenses from or make any payments in any amounts to any third party throughout the world.
6. The service may require you to provide sufficient evidence of having all necessary rights, licenses, authorizations, permissions, and clearances for any of your User Content that you post to the Service, and if you fail to provide such evidence within a reasonable period of time (as determined

by the Service in its sole discretion), then we may remove some or all of your User Content from the Service and/or terminate your account, without any liability to you. You are solely responsible for keeping copies of such evidence.

30. Contact Information

1. [Contact Page](#)

2. American Black Bear LLC

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Owatonna, MN 55060, USA