

Denim Jeans Observer (DenimJeansObserver.com)

TERMS OF USE AGREEMENT (rev Aug 2012)

Introduction

We at Denim Jeans Observer (DenimJeansObserver.com) **[DJO]**, an affiliate of Hyperspectrum Corp., are pleased that you are interested in the opportunity to explore and use our web site. The following are some "ground rules" regarding matters such as our intellectual property and how you may use our web site. These ground rules are referred to as the (the "Agreement"). PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE **[DJO]** WEB SITE. USING OUR WEB SITE SIGNIFIES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH AND ACCEPT ANY OF THESE TERMS, THEN DO NOT USE OUR WEB SITE.

Welcome to **[DJO]**. Your use of **[DJO]** is expressly conditioned on your acceptance of and agreement to the following Terms of Use Agreement (the "Agreement"). This Agreement sets forth the terms and conditions which apply to your use of the **[DJO]** web site. By using this site, you agree to abide by this Agreement. In addition, when using specific services or entering contests or sweepstakes, you agree to abide by any guidelines or rules posted in connection with such services, contests or sweepstakes, all of which are hereby incorporated by reference into this Agreement. If you do not agree with any posted guidelines or rules, or with any part of this Agreement, you must not use this site. **[DJO]** reserves the right to modify this Agreement at any time. Your continued use of this site following the posting of any changes to this Agreement means that you accept and agree to abide by such changes. If you do not comply with this Agreement at all times when using this site, **[DJO]** reserves the right to deny or restrict your access to this site. The terms and conditions of this Agreement shall apply regardless of the means by which the **[DJO]** web site was accessed, including, but not limited to, through the URL address, electronic mail, or links from other sites.

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1. USE OF Denim Jeans Observer (DenimJeansObserver.com)

You agree to use **[DJO]** only for purposes which are lawful in every country and jurisdiction in the world and all subdivisions thereof. **[DJO]** neither endorses the contents of any User communications nor assumes responsibility for any unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, lewd, lascivious, filthy, excessively violent, offensive, or otherwise objectionable material contained therein, any infringement of third party intellectual property rights arising there from, or any crime facilitated

thereby.

Any attempt to gain unauthorized access to [DJO]'s computer systems is prohibited. Not all areas of [DJO] may be available to you. You shall not interfere with any other User's use and enjoyment of [DJO] or another entity's use and enjoyment of similar services.

[DJO] may terminate any and all information, communication(s), and/or posting(s), at any time, without notice, for conduct that violates this Agreement or other policies or guidelines set out by [DJO] elsewhere on this web site. [DJO] may delete any and all information, communication(s), and/or posting(s) for online conduct that [DJO] believes is harmful to other Users, the business of [DJO], its affiliates, or other third-party information providers.

2. USE OF CONTENT PROHIBITED

[DJO] prohibits the use, copying, distribution, transmission, display, performance and exploitation in any form or manner of any and all copyrighted or trademarked content on this web site (which includes, without limitation, any and all articles, text, graphics, logos, advertisements, video clips, music clips, still photographs and software) (collectively, "Content") without [DJO]'s express prior written consent. Further, the computer code that [DJO] creates to generate its web site pages is protected by copyright and any copying or adapting of such code is strictly prohibited.

3. REGISTRATION

To access certain areas or features of this web site, you may be asked to register as a member of [DJO] and to provide [DJO] with certain information about yourself. [DJO] uses this information to improve this site and to create content that is more beneficial to our Users. [DJO] maintains the privacy of your information as set forth in our Privacy Policy. You are responsible for providing [DJO] with true and accurate information about yourself as requested. If you provide any information that is untrue or inaccurate, or which [DJO] reasonably believes is untrue or inaccurate, [DJO] reserves the right to suspend or terminate your membership.

4. RULES OF CONDUCT FOR MESSAGE BOARDS, COMMENTS AND CHAT ROOM

You are solely responsible for any and all Content posted by you on any [DJO] Message Board, Blog, Journal or Chat Rooms. You also are solely responsible for, and assume any and all risks associated with, reviewing and/or using any Content posted on Message Board, Blog, Journal or Chat Rooms. [DJO] does not endorse, edit, verify, vouch for, or control any Content posted on this web site by Users, and does not guarantee the accuracy or appropriateness of any Content posted by Users. Users may be held legally liable for any Content posted to this web site, and may be held legally accountable if the Content they post include(s) material that infringes any patent, trademark, trade secret, copyright or any other intellectual property or the proprietary right(s) of any person or entity. [DJO] reserves the right to monitor any of its Message Board, Blog, Journal or Chat Room at any time to ensure that these rules are being observed.

By using [DJO] Message Board, Blog, Journal or Chat Room, you may be exposed to Content which is offensive, indecent or otherwise objectionable to you. If you believe that any such Content violates this Agreement, we encourage you to inform us of the situation. [DJO] reserves the right to modify or remove anything submitted, posted, or uploaded to [DJO], at any time for any reason without prior notice. Postings which violate this Agreement may be deleted upon discovery and [DJO] reserves the right to terminate or restrict access to this site of the responsible User(s). However, under no circumstances will [DJO] be liable for any errors, omissions, or offensive material contained in any Content posted by Users, or for any loss, liability, claim, damage, or expense (including reasonable attorney's fees) arising from or in connection with your use of any Content posted by any Users.

You agree not to collect or store personal data about other users or members, or to submit any message board

posting, e-mail, and/or chat room statement that contains or provides links to:

1. Any material that is unlawful, threatening, abusive, harassing, tortuous, defamatory, invasive of Privacy or publicity rights, hateful, vulgar, obscene, profane, harmful, libelous, indecent, racially, ethnically, or otherwise objectionable (including, but not limited to, posting the private information of other parties);
2. Any material that impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity;
3. Any false "header" (the legend attached to e-mail messages to show the message's point of origin, route, and destination), falsely configured e-mail or otherwise manipulate identifiers in order to disguise the origin of any Content uploaded, posted, e-mailed or otherwise transmitted through **[DJO]**. Headers of e-mail messages may not be removed or altered to conceal e-mail addresses;
4. Any Content that you do not have a right to transmit under any law or any contractual or fiduciary relationship (such as inside information, trade secrets, and other proprietary information and/or confidential information);
5. Any material that violates or infringes in any way upon the rights of others, including, without limitation, any patent, trade secret, right of privacy, right of publicity, copyright or trademark rights; this includes "warez" (copyrighted software that is distributed illegally), "MP3" files of copyrighted music, copyrighted photographs, text, video, or artwork;
6. Any material containing any unsolicited or unauthorized advertising or commercial solicitation of any kind whatsoever, including, without limitation, distribution of unsolicited e-mail using an **[DJO]** address or containing any references to **[DJO]** ("spam"), "junk mail," "chain letters," "pyramid schemes," or any use of distribution lists to any person or entity who has not given specific permission to be included on such a list.
7. Any material that contains software viruses or any other computer code, programs, files, corrupted data, or any other harmful or damaging component designed to interrupt, impair, destroy, or limit the functionality or operability of any computer system, software, hardware, or telecommunications equipment;
8. Any material that constitutes "stalking" or any other form of harassment of any member or User of **[DJO]** or any other person;
9. Any material containing nudity, pornography, or sexual material of a lewd, vulgar, lascivious, indecent, lecherous or obscene nature or intent, or that violates local, state, national, and/or international laws;
10. Content that promotes, encourages, or provides instructional information about any illegal activities or any material which encourages conduct that would violate any law or give rise to civil or criminal liability under any law. (including, but not limited to, "terrorism" "hacking," "cracking," or "phreaking");
11. Any raffle, contest, or game requiring payment of a fee or other consideration by participants;
12. Any hate propaganda or hate mongering, swearing, or fraudulent material or activity;
13. Any Content that advertises or promotes any product or service; Any Content that solicits funds, advertisers or sponsors;
15. Any Content that disrupts the normal functioning of the Message Board, Blog, Journal or Chat Rooms; or
16. Any Content or activity that **[DJO]**, in its sole discretion, deems inappropriate for its Message Board, Blog, Journal or Chat Rooms.

5. LINKS TO THIRD PARTIES

[DJO] contains hyperlinks to external locations (e.g., other web sites) controlled by third parties. These links are provided solely as a convenience to you, and do not imply an endorsement by [DJO] or that any affiliation exists between [DJO] and the linked web site. You agree that [DJO] is not responsible for the availability of these external locations, or other content including, without limitation, solicitations thereon or products or services made available thereby. [DJO] has not necessarily reviewed, and does not necessarily endorse, Content at linked web sites, and is not responsible for such Content or for your use of such Content. You acknowledge that some external locations may contain material or communications which are unedited, untrue, or illegal in some jurisdictions or that may be offensive. You agree to access external locations at your own risk and not to permit minors to have access to inappropriate material. You agree that [DJO] shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in any way whatsoever related to any such external location. Any concerns regarding any external location should be directed to its respective web site administrator, system operator, or web master.

6. Denim Jeans Observer (DenimJeansObserver.com) TRADEMARKS

[DJO] and Hyperspectrum's names, logos, domains, urls, are trademarks of Hyperspectrum Corp. and may not be used or copied in any manner without the express prior written consent of Hyperspectrum Corp. All other trademarks appearing on this web site are the trademarks of their respective owners.

7. SUBMISSIONS

[DJO] is pleased to hear from its loyal fans and welcomes your comments regarding [DJO]. However, [DJO] does not accept or consider creative ideas, suggestions, or materials other than those it has specifically requested. This policy is designed to avoid misunderstandings if projects developed by [DJO]'s professional staff seem to others to be similar to their own creative work. Accordingly, [DJO] requests that your comments relate to those services and products offered by [DJO], and that you not submit any creative ideas, suggestions, or materials.

If, at the request of [DJO], you send certain specific submissions (e.g., postings to chat, boards, or sweepstakes) or, without the request of [DJO], you send [DJO] creative suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, the property of [DJO]. None of the Submissions shall be subject to any obligation of confidence on the part of [DJO] and [DJO] shall NOT be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, [DJO] shall exclusively own, and by sending your Submissions, you hereby exclusively grant to [DJO], all now-known or hereafter existing rights to the Submissions of every kind and nature throughout the universe, for use by all means, manners, methods and media, now known or hereafter devised, and [DJO] and its successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

8. DISCLAIMER

THE [DJO] SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONSTRUCTIVE, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING AND/OR TRADE USAGE. [DJO] DOES NOT GUARANTEE OR WARRANT CONTINUOUS, UNINTERRUPTED OR ERROR-FREE ACCESS OR USAGE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES SO THE FOREGOING DISCLAIMER MAY NOT BE APPLICABLE IN FULL. THIS SECTION WILL BE ALLOWABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

[DJO] DOES NOT MAKE ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, OR MAKE ANY REPRESENTATIONS REGARDING ANY CONTENT, INFORMATION, SERVICES, OR PRODUCTS OBTAINED OR PROVIDED THROUGH OR IN CONJUNCTION WITH [DJO]. NEITHER [DJO], NOR ITS AFFILIATES, THIRD PARTY INFORMATION PROVIDERS, NOR OTHER CONTENT PARTNERS MAKE ANY GUARANTEE REGARDING THE ACCURACY, CORRECTNESS, TIMELINESS, SEQUENCE, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR CONTENT PROVIDED BY [DJO]. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF [DJO] IS DOWNLOADED AT THE USER'S OWN RISK.

THE USER WILL BE SOLELY RESPONSIBLE FOR, AND ASSUMES THE ENTIRE COST OF, ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY DAMAGE OR LOSS DUE TO CONTENT, DOWNLOADS OR ANY OTHER MATERIAL OR INFORMATION THE USER OBTAINS FROM [DJO].

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL [DJO] , ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT PARTNERS, OR THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AGENTS OR LICENSORS (COLLECTIVELY, "THE [DJO] PARTIES"), BE LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR ABSENCE OF AUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE [DJO] WEB SITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. UNDER NO CIRCUMSTANCES AND IN NO EVENT SHALL [DJO] ANY OF THE PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR USE OF, OR INABILITY TO USE, THE [DJO] WEB SITE, OR THE CLAIMS OF THIRD PARTIES, INCLUDING USERS, HOWEVER CAUSED, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY [DJO] PARTY HAS BEEN ADVISED OF (OR IF ANY [DJO] PARTY IS AWARE OF OR SHOULD HAVE BEEN AWARE OF) THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, UNDER NO CIRCUMSTANCES AND IN NO EVENT WILL THE AGGREGATE LIABILITY OF ALL [DJO] PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR RELATING TO USE OF, OR INABILITY TO USE, THE [DJO] WEB SITE, UNDER ANY LEGAL THEORY, EXCEED THE AMOUNT PAID BY THE USER, IF ANY, TO ACCESS THE [DJO] WEB SITE.

10. INDEMNIFICATION

User agrees to indemnify and hold harmless, and at [DJO]'s request, defend the [DJO] Parties and their respective parents, subsidiaries, affiliates, partners, agents, employees, directors, officers, shareholders, members, and other owners, from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, penalties, settlements, costs and expenses (including reasonable attorney's fees and costs) (hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of, are based on, or relate to: (i) your use of the [DJO] web site; or (ii) any misrepresentation of any information, representation or warranty, or breach of this Agreement or any other covenant or agreement.

If any third party brings a claim, lawsuit, or other proceeding(s) against any [DJO] Party based on User's conduct or use of [DJO]'s web site or services, User agrees to compensate all [DJO] Parties (including their respective officers, directors, employees and agents) for any and all Losses in connection with any such claim, lawsuit or proceeding.

11. INDEPENDENT INVESTIGATION

[DJO] reserves the right to investigate suspected violations of the terms and conditions of this Agreement whenever [DJO] becomes aware of possible violations. Such an investigation may include gathering information from User and the complaining party and reviewing materials on [DJO] 's servers. During an

investigation, [DJO] may remove any and all disputed material from [DJO] 's servers.

If [DJO] believes, in its sole discretion, that a violation of the terms or conditions of this Agreement has occurred, [DJO] may take any action it deems appropriate under the circumstances known to it, which may include removal of material from [DJO]'s servers, warnings and/or suspension or termination of User account(s). Violations also could subject User to criminal or civil liability.

12. JURISDICTIONAL ISSUES

This web site is controlled and administered by Hyperspectrum Corp. from its headquarters within the State of Nevada, USA. Unless otherwise specified, the Content on this web site is presented solely for the purpose of entertainment and promoting services available in the United States, its territories and possessions. [DJO] and Hyperspectrum Corp. make no representations or warranties that the Content of this web site is appropriate or lawful in any foreign countries, or that any items offered for sale on the web site will be available outside the United States. Those who choose to access this web site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

13. GOVERNING LAW

The formation, construction and interpretation of this Agreement shall in all respects be governed by and construed in accordance with the laws of the United States and the State of Nevada, USA, as such law applies to agreements between Nevada residents entered into and wholly performed within Nevada, without giving effect to any principles of conflicts of laws. This Agreement shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this Agreement. By using this site, you hereby consent to the exclusive personal jurisdiction and venue of the State and Federal Court of the State of Nevada, U.S.A. It is hereby agreed that any action at law or in equity arising under this Agreement and/or your use of the [DJO] web site shall be finally adjudicated or determined in any court or courts of the State of Nevada or of the United States of America, in Clark County, Nevada, and the parties hereto hereby submit generally and unconditionally to the personal and exclusive jurisdiction and venue of these courts in respect to any such matter and consent to service of process by any means authorized by Nevada law.

14. ACCEPTANCE

Your use of [DJO] constitutes acceptance of this Agreement. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and lack of signing or other form of electronic execution by the parties hereto. You agree to abide by the terms and conditions of this Agreement and any additional terms, conditions, rules or procedures imposed by [DJO] or by third party content providers in connection with third-party content, software or services available on, through or in connection with [DJO].

15. AMENDMENTS

[DJO] reserves the right to automatically amend this Agreement at any time by posting the amended terms and conditions to this "Terms of Use Agreement" section of the [DJO] web site. Such amendments will be effective when posted.

16. ACTS OF GOD

[DJO] shall be excused from its obligations for any period to the extent that [DJO] is prevented from performing, in whole or in part, its obligations under this Agreement, as a result of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or

not the action(s), regulations(s), order(s), or request(s) prove(s) to be invalid), Internet failure, equipment failure, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, foreign or domestic court order, third party non-performance (including the acts or omissions of any suppliers, agents, or subcontractors) or any other cause beyond [DJO]'s reasonable control affecting production or delivery in any manner, including failure or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines or other equipment, whether electronic or otherwise.

17. WAIVER

[DJO]'s failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of [DJO]'s right to subsequently enforce such a provision or any other provision of this Agreement, nor will any delay or omission on the part of [DJO] to exercise or take advantage of any right or remedy that [DJO] has or may have hereunder operate as a waiver of any right or remedy.

18. SEVERABILITY

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portion hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable.

19. HEADINGS

Division of this Agreement into sections and the use of headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement, or any provision hereof.

20. MERGER CLAUSE

This Agreement constitutes the entire agreement between you and [DJO], Hyperspectrum Corp. concerning the subject matter contained herein and supersedes all prior or contemporaneous representations, proposals, conditions, communications, and agreements, whether oral or written, between the parties relating to the subject matter herein and all past courses of dealing or industry custom. The subject matter herein may not be modified except by [DJO] and Hyperspectrum Corp.

[DJO] RESERVES THE RIGHT TO CHANGE OR AMEND THIS AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE. SAY SUCH CHANGES SHALL TAKE EFFECT UPON POSTING ON THE [DJO] WEB SITE. BY USING [DJO], YOU SIGNIFY YOUR EXPLICIT CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT USE [DJO].

helpdesk [a] denimjeansobserver.com

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