

# EGYPT ON Terms of Service

---

## 1. ACCEPTANCE OF TERMS

EGYPT ON provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. In addition, when using particular EGYPT ON owned or operated services, you and EGYPT ON shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. EGYPT ON may also offer other services that are governed by different Terms of Service.

## DESCRIPTION OF SERVICE

EGYPT ON provides users with access to a rich collection of resources, including various communications tools, search services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the "Service"). You also understand and agree that the Service may include certain communications from EGYPT ON, such as service announcements, administrative messages and the EGYPT ON Newsletter, and that these communications are considered part of EGYPT ON membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new EGYPT ON properties, shall be subject to the TOS. You understand and agree that the Service is provided "as is" and that EGYPT ON assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

## 2. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree that you are of legal age to form a binding contract and are not a person barred from receiving services. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or EGYPT ON has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, EGYPT ON 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). EGYPT ON is concerned about the safety and privacy of all its users.

## 3. EGYPT ON PRIVACY POLICY

Registration Data and certain other information about you are subject to our Privacy Policy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, processing and use by EGYPT ON and its affiliates.

#### 4. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account log-in details upon completion of the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify EGYPT ON 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. EGYPT ON cannot and will not be liable for any loss or damage arising from your failure to comply with section five of the Terms of Services.

#### 5. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not EGYPT ON, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. EGYPT ON does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will EGYPT ON be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

As part of the Terms of Service, you agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to an EGYPT ON official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available 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);

- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- h. upload, post, email, transmit or otherwise make available 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;
- i. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- j. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs of this section (as outlined above).

You acknowledge that EGYPT ON may or may not pre-screen Content, but that EGYPT ON and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, EGYPT ON and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You 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 EGYPT ON or submitted to EGYPT ON, including without limitation information in EGYPT ON Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that EGYPT ON may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access 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; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of EGYPT ON, its users and the public.

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.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by EGYPT ON and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## 6. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

## 7. CONTRIBUTIONS TO EGYPT ON

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to EGYPT ON through its suggestion or feedback web pages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) EGYPT ON is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) EGYPT ON shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) EGYPT ON may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of EGYPT ON without any obligation of EGYPT ON to you; and (f) you are not entitled to any compensation or reimbursement of any kind from EGYPT ON under any circumstances.

## 8. MODIFICATIONS TO SERVICE

EGYPT ON reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that EGYPT ON shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 9. TERMINATION

You agree that EGYPT ON may, *under certain circumstances and without prior notice*, immediately terminate your EGYPT ON account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or Termination of your EGYPT ON account includes (a) removal of access to all offerings within the Service EGYPT ON (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in EGYPT ON's sole discretion and that EGYPT ON shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

## 10. EGYPT ON'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or authorized by EGYPT ON or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

EGYPT ON grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree neither to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by EGYPT ON for use in accessing the Service.

#### 11. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

- a. Your use of the service is at your sole risk. The Service is provided on an "as is" and "as available" basis. EGYPT ON and its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. EGYPT ON and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure or error-free; (iii) the results may be obtained from the use of the Service will be accurate or reliable; (iv) the quality of any products, services, information or other material purchased by you through the Service will meet your expectations; and (v) any errors in the Software will be corrected.
- c. Any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- d. No advice or information, whether oral or written, obtained by you from EGYPT ON or the Service shall create any warranty not expressly stated in the TOS.

## 12. LIMITATION OF LIABILITY

You expressly understand and agree that EGYPT ON and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if EGYPT ON has been advised of the possibility of such damages) resulting from: (i) the use of inability to use the Service; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party of the Service; or (iv) any other matter relating to the Service.

## 13. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

## 14. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

## 15. NOTICE

EGYPT ON may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, postings on the Service, or other reasonable means now known or hereinafter developed.

## 16. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

EGYPT ON respects the intellectual property of others, and we ask our users to do the same. EGYPT ON may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide EGYPT ON's Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where on the site the material that you claim is infringed is located;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or

intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

## 17. GENERAL INFORMATION

*Entire Agreement.* The TOS constitutes the entire agreement between you and EGYPT ON and governs your use of the Service, superseding any prior agreements between you and EGYPT ON with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use EGYPT ON services, affiliate services, third-party content or third-party software.

*Waiver and Severability of Terms.* The failure of EGYPT ON to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

*No Right of Survivorship and Non-Transferability.* You agree that your EGYPT ON account is non-transferable and any rights to your EGYPT ON ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

*Statute of Limitations.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.