

WIKIMIZIK TERMS OF SERVICE

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4. harvesting or collecting, through use of automated scripts or otherwise, the contents of the Service or email addresses, contact information or other private information of other Users from the Service for any purpose, including without limitation for the purposes of sending unsolicited emails or other unsolicited communications to Users or reproducing the content of the Service;
5. advertising or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
6. interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies or regulations of networks connected to the Service; or
7. violating any applicable local, state, national or international law, or any regulations having the force of law;
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As set forth in our [Copyright Policy](#), WikiMizik will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium

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2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site or Service, with enough detail that we may find it on the Service;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
6. 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.

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1. your physical or electronic signature;
2. identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
3. a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
4. your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which WikiMizik may be found, and that you will accept service of process from the person who provided the original complaint or an agent of such person.

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Governing Law, Arbitration, and Class Action/Jury Trial Waiver.

Governing Law: You agree that: (i) the Service shall be deemed solely based in New York; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than New York. These Terms will be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in New York, New York for any actions for which WikiMizik retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of its copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that New York, New York is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

Arbitration: READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM WIKIMIZIK. For any dispute with WikiMizik, you agree to first contact us at terms@wikimizik.com and attempt to resolve the dispute with us informally. In the unlikely event that WikiMizik has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, Inc. ("JAMS"), under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in New York, New York, unless you and WikiMizik agree otherwise. If

you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing WikiMizik from seeking injunctive or other equitable relief from the courts as necessary to protect any of WikiMizik's proprietary interests.

Class Action/Jury Trial Waiver: WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WIKIMIZIK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Termination

In addition to the termination rights set forth elsewhere herein, you agree that WikiMizik, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content (including without limitation your User Content) within the Service, for any reason, including, without limitation, for lack of use or if WikiMizik believes that you have violated or acted inconsistently with the letter

or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service may be referred to appropriate law enforcement authorities. WikiMizik may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that WikiMizik may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that WikiMizik shall not be liable to you or any third-party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other User in connection with the Service and WikiMizik will have no liability or responsibility with respect thereto. WikiMizik reserves the right, but has no obligation, to become involved in any way with disputes between you and any other User of the Service or to elect to display only certain of the User content submitted in connection with a particular WikiMizik subdomain.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by WikiMizik without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

General

These Terms constitute the entire agreement between you and WikiMizik and govern your use of the Service, superseding any prior agreements between you and WikiMizik with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use certain features of the Service, affiliate or third-party services, third-party content or third-party software. The failure of WikiMizik to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms 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 these Terms remain in full force and effect. 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 these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred, unless required otherwise by applicable law. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Service.

Notice for California Users

Under California Civil Code Section 1789.3, Users of the Service from California are entitled to the following specific consumer rights notice:

1. The provider of the Service and associated services is FLUX, Inc
2. As of the date of these terms, no direct charges are imposed upon the consumer by the Service.
3. If you have a complaint with the services provided on the Service or wish to request further information, please contact us at the physical address above with a description of your request. We cannot guarantee a response in any particular time period. If you remain unsatisfied, contact The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Contact

Please contact us terms@wikimizik.com with any questions regarding these Terms.