

## **Terms and Conditions**

### **Terms of Service (TOS) | CUMMING SOON BUS, LLC ("CSLSBUS")**

#### **Statement of Purpose**

CUMMING SOON BUS is a private company providing a service for adults who wish to communicate online with other adults and develop a network of friends and acquaintances for social reasons only. Disclaimer: This website (or the "Site"), [www.CUMMINGSOONBUS.COM](http://www.CUMMINGSOONBUS.COM), contains adult content. You must be over 21 where applicable by law to use this Site. All members and models on this website are over 21 years of age.

By completing and submitting your application for membership in CUMMING SOON BUS, you acknowledge and agree that you have read the Terms and Conditions of Membership, and that you read, understand, and agree to be bound by all the Terms of Service and agree to comply and abide by them. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF USE, YOU ARE EXPRESSLY PROHIBITED FROM USING THIS WEBSITE AND YOU MUST DISCONTINUE SUCH USE IMMEDIATELY.

#### **1. Acceptance of Terms.**

1.1 This Terms of Service document (hereinafter «TOS») is an agreement you must accept to use the service of CUMMINGSOONBUS.COM, as discussed below. It is applicable to all «Users», including, but not limited to members who have either set up an account or have existing business with CUMMING SOON BUS. The terms «Users» includes all users and active, inactive, past, present, and future members of CUMMING SOON BUS. This TOS details both your rights and your obligations for using our «Service» (as defined below). It is important that you read it carefully because you will be legally bound to these terms. CUMMING SOON BUS Media, LLC, CUMMING SOON BUS Marketing Inc. and CUMMING SOON BUS Ventures LTD (hereinafter «CUMMINGSOONBUS.COM» or «Company») only provides its Service to Users subject to this TOS. By accepting this TOS, or by accessing or using the Service, Users agree to be bound by this TOS (including the Privacy Policy)

1.2 By completing and submitting your application for membership with CUMMING SOON BUS, you acknowledge that you have read the Terms and Conditions of Membership and that you accept the terms and conditions contained herein and agree to comply and abide by them. Users acknowledge that this TOS is a binding contract between Users and CUMMING SOON BUS, even though it is electronic and is not physically signed by Users and CUMMINGSOONBUS.COM, and it governs your use of the Service.

1.3 CUMMING SOON BUS reserves the right to change our TOS at any time and in our sole discretion. CUMMING SOON BUS will notify Users of any material change within a reasonable time frame via email, blog or on our Site. Users can review the most current version of the TOS at any time by visiting this page. The revised terms and conditions will become effective on the date set forth in our notice, and if Users use the Service after that date, Users will agree to accept revised terms. If any change to this TOS is not acceptable to you, please do not use our Service and delete your CUMMINGSOONBUS.COM account.

1.4 Users are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login or account, including the activities of other project Users. Users can NEVER, under any circumstance, transfer or share their account with other users as doing so may result in the account being terminated.

1.5 If Users are more than one person (example: a couple), all involved entities signified at registration are responsible for the applicable company policies, obtaining any legally required member consent to such policies, and for ensuring that all uses of the Services comply with applicable federal, state and/or international privacy laws, including, but not limited to, the Electronic Communications Privacy Act, 18 U.S.C. Â§ 2510 et seq. The main User is considered the one who pays for the account.

1.6 By using our Service, Users affirm that they are at least legal age of local residence. Users represent that they fully understand and follow the terms and conditions in this TOS. Do not use our Service if you are under legal age. Your account with us will be immediately deactivated if we discover that you are NOT of legal age.

1.7 CUMMING SOON BUS reserves the right, at its sole and absolute discretion, to refuse membership to any person, or to terminate any member's membership, without notice, for any reason whatsoever, including, but not limited to, failure of a member to comply with the Terms and Conditions of Membership

## **2. *Description of Service.***

CUMMING SOON BUS's website, CUMMINGSOONBUS.COM, provides an online media, dating, collaboration, and community platform (the «Service») that allows multiple Users to learn about multiple subjects related to relationships and sexuality, as well as connect with like-minded, consenting adults by providing information and resources to do so. CUMMING SOON BUS reserves the right to make updates or modification to its Service from time to time. If CUMMING SOON BUS

determines any modification may result in reduction in the Services' functionality or features, CUMMING SOON BUS may notify all Users via email or on the Site.

The «Service» does not include «User Data» (as defined below) or any software application or service that is provided by you or a third party, which you use in connection with the Service, whether CUMMING SOON BUS designates them as «official integrations». Any modifications and new features added to the Service are also subject to this TOS. CUMMING SOON BUS reserves the right to modify or discontinue the Service (or any Service plan) or any feature or functionality thereof at any time and without notice to you. All rights, title, and interest in and to the Service and its components, including, but not limited to, all intellectual property rights, will remain the exclusive property of CUMMING SOON BUS.

### **3. Access and Use of the Service.**

3.1 You may only use the Service for lawful, authorized purposes, and you may not misuse the Service in any way. See Section 6 for specific prohibited uses of the Service. Users shall be required to promptly notify CUMMING SOON BUS if you learn of a security breach related to the Service or any other violations of this TOS.

3.2 Any software that may be made available by or on behalf of CUMMING SOON BUS in connection with the Service, including mobile applications of CUMMINGSOONBUS.COM, («Software») contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, CUMMING SOON BUS only grants you a personal, non-sublicensable, and non-exclusive license to use the object code of any Software solely in connection with the Service. Any rights not expressly granted herein are reserved by CUMMING SOON BUS.

3.3 CUMMING SOON BUS reserves the right to use your Username and location as a reference on our Site for marketing and promotional purposes. CUMMING SOON BUS may also use your Username and company to market its Site and Service to potential consumers. For example, we might list your Username on one of our webpages under lists of CUMMINGSOONBUS.COM customers.

3.4 In our efforts to keep our Site a place where members feel comfort in joining, registered sex offenders are prohibited from using our Site. Once we determine a User's status as a sex offender, we immediately remove the account and all information in it. If you encounter an account that may belong to a convicted sex offender, please report it (see Section 3.1 above), and we will review the information.

#### **4. User Data Rights and Related Responsibilities.**

4.1 «User Data» means any data and content uploaded, posted, or made available via the Service by Users. «User Data» includes, but is not limited to, uploaded files, all contents within uploaded files, profile information, intra-Site communications, and anything else you enter or upload into the Service. CUMMING SOON BUS will make commercially reasonable efforts to ensure that all facilities used to store and process User Data meet a high standard for security.

4.2 In order for us to provide the Service to you, we require certain rights with respect to User Data. For example, we need to be able to transmit, store, and copy User Data to display it to other members, to index it so you can search it, to make backups to prevent data loss, etc. Acceptance of this TOS gives CUMMING SOON BUS your permission and consent to do so and grants CUMMING SOON BUS any such rights necessary to provide the Service to all Users. This also includes allowing us to use third-party service providers in the operation and administration of the Service and the rights granted to us are extended to these third parties to the degree necessary in order for the Service to be provided.

4.3 If you send us any feedback or suggestions regarding the Service, you grant CUMMING SOON BUS all rights to use such feedback or suggestions for any purpose without any obligation to you.

4.4 Users are solely responsible for the content of User Data, and all communications while using the Services. CUMMING SOON BUS is not responsible for the accuracy, appropriateness, or legality of User Data or any other information Users may be able to access using the Services. The Services provide features that allow Users to share User Data and other materials with others or to make it public. Please think carefully about what is shared or made public.

4.5 Users will be able to signal inappropriate content to CUMMINGSOONBUS.COM. The flags are the following:

Uncivil, unneighborly, or offensive

Not relevant or annoying

Safety issue or illegal

Commercial or spam

Posted in error

4.6 Members acknowledge and agree that all content produced by this Site, or its members becomes the tangible and intellectual property of CUMMING SOON BUS and is copyrighted

accordingly. Any content produced in accordance with this Section 4.6 may be used by CUMMING SOON BUS for any business purpose whatsoever.

## **5. *Payment. {Not Available Currently}***

5.1 If Users select a Paid Plan, Users must provide a valid payment form. Paid Plan Users will be charged based on the plan pricing as explained above. You agree to pay CUMMING SOON BUS in accordance with the terms set forth on the Site and this TOS, and you authorize CUMMING SOON BUS or its third-party payment processors to bill your credit card or other payment instrument in advance on a periodic basis in accordance with such terms.

5.2 If a member has established automatic withdrawal for payment of membership fees, and that membership terminates for any reason, it is the member's responsibility to cancel the automatic payment before the renewal date. By default, the membership recurring billing is switched on. No refunds will be given for overpayment resulting from the members failure to terminate the automatic payment.

## **6. *User Responsibilities.***

All members acknowledge and agree that the information they provide shall be honest and accurate as to his or her personal details. Each member acknowledges and agrees that any information he or she submits to CUMMING SOON BUS for publication can be used, unconditionally and without restriction, by CUMMING SOON BUS. Members also agree not to:

- a. upload, post, transmit, or otherwise make available any of User Data that is unlawful or illegal, libelous, or invasive of another's privacy;
- b. use the Service to harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a CUMMINGSOONBUS.COM employee or other Member, or misrepresent your affiliation with a person or entity;
- d. manipulate identifiers in order to disguise the origin of any of User Data;
- e. upload, post, transmit or, otherwise, make available any User Data that you do not have a right to under any law or under contractual or fiduciary relationships;
- f. upload, post, transmit or, otherwise, make available any of User Data in a manner that infringes or may infringe any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any party or third party;
- g. use the Service to upload, post, transmit, or otherwise make available or cause to be made available any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware;

- h. interfere with or disrupt the Service or servers or networks connected to the Service or assist or induce others to do so;
- i. modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or its related systems or networks or assist or induce others to do so;
- j. intentionally or unintentionally violate any applicable local, state, national or international law in connection with your use of the Service.
  
- k. use the Service to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- l. use the Service to engage in any unlawful or illegal activities; and/or
- m. collect or store personal data about other users in connection with any of the prohibited conduct and activities set forth above.
- n. Members will not harass, abuse, or insult other members and will not use offensive or obscene words, names, or phrases in any of their online communications.
- o. Any unsolicited commercial or promotional messages sent to other members are considered SPAM and will result in immediate account termination. Prohibited activities includes promoting another website (of any type), another platform, or posting or publishing a party invitation to anyone other than specific members. It is our intention and desire to protect our members from all manner and types of spam. If you, as a member, have been offended by the acts or behavior of another member who has violated the CUMMING SOON BUS Code of Conduct or any of the terms and conditions of this Membership Agreement, it is your responsibility to report such behavior to CUMMING SOON BUS management. Upon receiving such notification, CUMMING SOON BUS will monitor the communication of all the parties involved. If offensive behavior continues, membership of the offending member(s) will be terminated, at the sole discretion of CUMMING SOON BUS. Further, if any monitored E-mails contain language involving threats, or any other violations of law, such communication will be forwarded to the appropriate law enforcement agencies. You acknowledge that CUMMINGSOONBUS.COM and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any of User Data that is available via the Service. Without limiting the foregoing, CUMMINGSOONBUS.COM and its designees shall have the right to remove any User Data that violates this TOS. Users must carefully evaluate all risk with the use of User Data, including any reliance on the accuracy, completeness, or usefulness of User Data. You acknowledge, consent and agree that CUMMINGSOONBUS.COM may access, preserve and disclose your account information and User Data if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply

with legal process; (ii) enforce the TOS; (iii) respond to claims that any of User Data violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of CUMMINGSOONBUS.COM, its users and the public.

## **7. Termination.**

7.1 This TOS will continue in full effect unless and until your User Account or this TOS is terminated as described herein. All service plans will automatically renew for additional months/year depending on the particular plan and recurrence User has chosen. Users have the right to delete their account or cancel their paid subscription at any time by accessing Account information on the Site. CUMMING SOON BUS will not automatically terminate your account unless expressly requested.

7.2 CUMMING SOON BUS reserves the right to terminate and delete your account if we determine that Users have violated any of the terms and/or conditions provided in this TOS.

7.3 Profile Data in expired subscriptions for CUMMINGSOONBUS.COM will be deleted.

7.4 Data backups have a retention policy of 90 days.

7.5 CUMMING SOON BUS reserves the right to terminate all inactive free plan users if there are no activities within the last 90 days. If a User remains inactive, i.e., does not login to reactivate their CUMMINGSOONBUS.COM account, CUMMING SOON BUS will delete the account and associated data.

7.6 CUMMING SOON BUS stores personal data from deleted accounts and associated files up to 90 days.

7.7 CUMMING SOON BUS will provide Users the ability to delete their account and data. Please see «Data Deletion» section of our Privacy Policy.

7.8 All accrued rights to payment and the terms of Section 5 and Sections 8 through 20 of these TOS shall survive termination of this TOS.

7.9 Lifetime Membership – a lifetime membership is for the lifetime of the Site or its current ownership. Lifetime does not mean your lifetime. CUMMING SOON BUS retains the right to cancel a lifetime membership at any time for any reason. If you cancel your own lifetime membership and decide later to create a new account, it is up to CUMMING SOON BUS to decide, in its sole discretion, if there will be a reinstatement of your lifetime membership. If an account is not used for

180 consecutive days, the account may be removed. In case a lifetime membership is transferred, sold, or offered for sale, the account will be deleted.

7.10 If a membership is terminated for any reason, whether by CUMMING SOON BUS or the member, no refund will be given for any prepaid portion of the membership fees.

## **8. *Disclaimer of Warranties.***

8.1 The Service may at times undo scheduled or emergency maintenance due to updates or other causes beyond our control. CUMMING SOON BUS will make every reasonable effort to provide advance notice of any Service disruption. User understands that User Data may be transmitted or handled in an unencrypted manner if you choose to use unencrypted gateways to connect to the Service. Additionally, while CUMMING SOON BUS will make every effort to ensure that information provided to third-party vendors and hosting partners are transmitted securely, CUMMING SOON BUS cannot guarantee that these transmissions will be encrypted. Users acknowledge that Users bear sole responsibility for adequate security, protection, and backup of User Data. CUMMING SOON BUS is not liable for any unauthorized access or use of any of User Data, or any corruption, deletion, destruction, or loss of any of User Data.

8.2 CUMMING SOON BUS cannot be held responsible for any actions or statements of any of its members, nor any actions resulting from the illegal or irresponsible actions of any of its members or for any actions by any third party resulting from membership to CUMMING SOON BUS. The service provided is an 'as seen' basis and because of the immense variety of selection and matching criteria does not offer any guarantees that suitable matches will be found. CUMMING SOON BUS will endeavor to provide a level of service as indicated in all published materials. CUMMING SOON BUS agrees to the best of its ability to keep private any information submitted by members which is not for public display but, however, cannot be held responsible for any illegal actions by any third party which breaches this agreement.

8.3 THE SERVICE AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN «AS IS» AND «AS AVAILABLE» BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND CUMMINGSOONBUS.COM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. USERS ACKNOWLEDGE AND AGREE THAT CUMMING SOON BUS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES CUMMING SOON BUS MAKE ANY WARRANTY AS



TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM CUMMING SOON BUS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

**9. *Limitation of Liability.***

9.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL CUMMING SOON BUS BE LIABLE TO USERS OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) ANY MATTER BEYOND OUR REASONABLE CONTROL IN CONNECTION WITH THE USE OF OUR SERVICES. UNDER NO CIRCUMSTANCES SHALL CUMMING SOON BUS BE LIABLE TO YOU FOR ANY AMOUNT OF MONETARY DAMAGES OR CLAIM(S). THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

9.2 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, CUMMING SOON BUS'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**10. *Dispute Resolution/Arbitration.***

Please read carefully:

To expedite and control the cost of disputes, Users and CUMMING SOON BUS agree that any legal or equitable claim arising out of or relating in any way to Users' use of the Services, or this TOS will be resolved as follows:

10.1 Informal Resolution. We will first try to resolve any claim, dispute, or controversy (collectively referred to as "Claim") informally. You and CUMMING SOON BUS may not start a formal proceeding for at least 30 days after an official notice of the Claim in writing. Notice of the Claim will include a written statement that includes (a) the claimant's contact information, including but not limited to his or her primary address, phone number, and email address(es), (b) a detailed description of the facts giving rise to the Claim and (c) the relief requested. You will send your notice by email to [info@CUMMINGSOONBUS.COM](mailto:info@CUMMINGSOONBUS.COM) AND to the address listed directly to:

CUMMING SOON BUS Media LLC, 2054 Kildaire Road, #428, Cary, NC 28511 (for US members only) or CUMMING SOON BUS Ventures LTD, t'Woud 45B, 3232 LN Brielle (for all other members).

10.2 Formal Resolution. If we cannot resolve a Claim informally, any asserted Claim will be resolved only by binding arbitration and not in courts of general jurisdiction. No civil action concerning any dispute arising under this Agreement shall be instituted before any court and all such disputes shall be submitted to final and binding arbitration by a three man panel. Each party shall select one arbitrator, who will in turn select a third arbitrator. All costs and expenses of the arbitration, including actual attorney's fees, shall be allocated among the parties according to the arbitrators' discretion. The arbitrators' award resulting from such arbitration may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. Further, the parties hereto expressly agree that proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this Agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding.

#### **11. Statute of Limitations.**

Regardless of any statute or law to the contrary or the applicable dispute resolution process, an informal complaint pertaining to any Claim or cause of action arising out of or related to use of the Service or under the TOS must be filed with CUMMINGSOONBUS.COM within one (1) month after such Claim or cause of action arose or be forever barred from seeking to enforce and/or adjudicate said Claim.

#### **12. Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement.**

CUMMING SOON BUS respects the intellectual property of others, and we ask our Users to do the same. CUMMING SOON BUS may, at its discretion, disable and/or terminate the accounts of Users who are offenders. If Users believe that your data, your pictures, your videos have been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide CUMMING SOON BUS with 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 your claim has been infringed together with a copy of any registration(s) protecting said copyrighted work or other intellectual property asset;

- c. a description of where the material that you claim is infringing is located on the Site;
- d. your physical 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; and
- 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.

By email: info@CUMMINGSOONBUS.COM.

### **13. *Indemnification.***

Users shall defend, indemnify, and hold harmless CUMMING SOON BUS from and against any claims, actions, losses, damages, and/or demands, including without limitation reasonable legal and accounting fees, arising, or resulting from your breach of this TOS, any of User Data, or Users' misuse of the Service. CUMMING SOON BUS shall provide notice to Users of any such claim, suit, or demand. CUMMING SOON BUS reserves the right to conduct the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting CUMMING SOON BUS defense of such matters.

### **14. *Enforceability.***

If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable.

### **15. *Integration, Modification, and Authority.***

This TOS is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, negotiations, communications, and/or other understandings relating to the subject matter of this TOS. All modifications to this TOS must be in a writing signed by both parties that expressly, by its terms, modifies or waives a provision of this TOS, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created because of this TOS, and you do not have any authority of any kind to bind CUMMING SOON BUS in any respect whatsoever.

### **16. *Choice of Law and Forum.***

The TOS shall be governed and enforced by the laws of the State of Georgia without regard to its conflict of law. This Agreement is made by the parties in the State of Georgia and the United States of America, and is to be construed, interpreted, enforced, and governed by and in accordance with such laws (excluding the principals thereof governing conflicts of law) and federal law, in the event, and only to the extent, federal law preempts the law of the State of Georgia. Venue for any mediation, litigation, or arbitration concerning or arising out of this Agreement shall be exclusively in Fulton County, Georgia.

The parties hereby waive any right to demand trial by jury for any litigation arising out of or in connection with this Agreement.

**17. *Waiver and Severability of Terms.***

CUMMING SOON BUS's failure to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision.

**18. *No Right of Survivorship and Non-Transferability.***

If a User is a living person, User agrees that his or her account is non-transferable and his or her rights to the content within his or her account shall terminate upon his or her death.

**19. *Government Users.***

Nothing herein makes CUMMING SOON BUS a government contractor for any federal, state, local, or foreign government.

**20. *Terms of Sale.***

CUMMINGSOONBUS.COM offers different pricing package: Trial and Paid. All users are subject to CUMMINGSOONBUS.COM's Terms and Conditions as described below – this includes all Free and Paid users.

**21. *Active Users.***

Active Users are defined as any users who have signed up or logged into CUMMINGSOONBUS.COM and visited Services in your account at least once during the annual billing cycle.

**22. *Refund Policy.***

CUMMING SOON BUS offers a non-refund policy. If a refund is offered, it's up to the discretion of the CUMMING SOON BUS Staff.

### **23. *Media Content.***

CUMMING SOON BUS is not responsible for and does not necessarily hold the opinions expressed by our content contributors: Opinions and other statements expressed by users and third parties (e.g., bloggers) are theirs alone, not opinions of CUMMING SOON BUS. Content created by third parties is the sole responsibility of the third parties and its accuracy and completeness are not endorsed or guaranteed.

CUMMING SOON BUS is not undertaking any obligation or liability relating to the content. CUMMING SOON BUS and its affiliates, successors, assigns, employees, agents, directors, officers, and shareholders do not undertake or assume any duty to monitor our blog for inappropriate or unlawful content.

CUMMING SOON BUS and its affiliates, successors, assigns, employees, agents, directors, officers, and shareholders assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation. Notwithstanding the foregoing, CUMMING SOON BUS reserves the right to block or remove communications, postings, or materials at any time in our sole discretion.

### **24. *Advertising.***

24.1 Positioning. Positioning of advertisements is at the sole discretion of CUMMING SOON BUS. Advertiser acknowledges that CUMMING SOON BUS has not made any guarantees with respect to usage, statistics, or levels of impressions for any advertising except where expressly stated. CUMMING SOON BUS shall not be liable for any claims related to usage. Liability for typographical errors, wrong insertions, late publications, and/or nonpublication is limited to the amount charged to advertiser. In no event shall CUMMING SOON BUS be liable to advertiser or to any third party for any indirect, special, or consequential damages, including, but not limited to lost profits or unrealized business opportunity arising the publication of or failure to publish any advertisement.

#### 24.2 Payment.

CUMMING SOON BUS reserves the right to request full or partial payment before the publishing any advertisement and to cease publishing any advertisement when payment is overdue. In the event any account becomes past due, in addition, the full amount of the account shall immediately become

due and payable by Advertiser. Advertiser is responsible for all expenses incurred in connection with the collection of past due amounts payable including, but not limited to attorney's fees and costs.

#### 24.3 Cancellation.

Advertisement campaigns scheduled for insertion may be cancelled by the advertiser. CUMMING SOON BUS will need to be notified in writing before the date of scheduled start of the advertising campaign. When advertiser cancels all or part of a campaign, advertiser is responsible for payment of the rate differential resulting from the cancellation.

#### 24.4 Rejection of Advertisements.

CUMMING SOON BUS reserves the right to reject or cancel any advertisement campaign at any time, for any reason. Advertiser assumes all liability for the content of their advertising and agrees to defend, hold harmless, and indemnify CUMMING SOON BUS from all claims, losses, judgments, damages, costs, and expenses of any nature whatsoever, for which CUMMING SOON BUS may become liable for due to Advertiser's advertisements.

### **25. *Force Majeure.***

CUMMING SOON BUS shall not be held responsible or liable for any delay or failure in performance caused by acts of God, severe weather, fires, floods, strikes, terrorism, epidemics, pandemics, work stoppages, breakdown of equipment, government action, labor disputes, internet or website downtime, or other causes beyond reasonable control.