



TERMS OF SERVICE

**THESE TERMS & CONDITIONS ARE EFFECTIVE
OCTOBER 1ST, 2015**

These Terms of Service (“Terms”) create a legally binding agreement between you and Emerging Market Media Associates, LLC. (“EMMA”) and govern your access to and use of the services and EMMA’s respective website(s) including www.em-views.com, any mobile versions of the website(s) (the “Sites”), any graphics information, text, or other materials uploaded, downloaded or appearing on the Sites (collectively referred to as “Content”, and together with the Sites, the “Services”). Your access to and use of the Services is conditioned on your compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms. If you do not agree to these Terms, you are strongly advised to not use the Services.

USE OF THE SERVICES

You are responsible for your use of the Services, for any posts you may make, and for any consequences thereof. Any Content you submit, post, or display may be viewed by other users of the Services and EMMA’s licensees. You should only provide Content that you are comfortable sharing with others under these Terms.

You may only use the Services if you are of legal age to form a binding contract and are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that EMMA provides may change from time to time without prior notice to you and others. In addition, EMMA may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by EMMA on the Services are subject to change. In consideration for EMMA granting you access to and use of the Services, you agree that EMMA and any of its third-party service providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.



PRIVACY

Any personal information that you provide to EMMA is subject to our Privacy Policy, which governs our collection and use of your personal information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information by EMMA or its third-party service providers and partners, including the transfer of this information to the United States and/or other countries for storage, processing and use by EMMA. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages.

CONTENT ON THE SERVICES

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will EMMA or any of its lines of businesses 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 Services or broadcast elsewhere.

EMMA'S RIGHTS AND CONTENT

All right, title, and interest in and to the Services are and will remain the exclusive property of EMMA and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the EMMA name (including, but not limited to "Emerging Market Views" or "EM Views") or any of the registered or known EMMA trademarks, logos, domain names, and other distinctive brand features. You may not use the EMMA name or likeness, or any of the EMMA trademarks, logos, domain names, or other distinctive brand features without our confirmed permission to do so. Any feedback, comments, or suggestions you may provide regarding EMMA, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

RESTRICTIONS ON CONTENT AND USE OF THE SERVICES

We reserve the right at all times (but will not have an obligation) to screen, remove or refuse to publish any Content on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation,



legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of EMMA, its users and the public. EMMA does not and will not disclose personally identifying information to third parties except in accordance with our Privacy Policy. You agree that all Content containing personally identifying information that you submit on or through the Services is public information, and you do so with the expectation that all Content you submit on or through the Services will be readily available to the public.

Except as permitted through the Services (or these Terms), you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Content or Services. You may not copy or modify the HTML code used to generate web pages on the Services.

You agree that you will not submit any Content or link to material that is libelous, defamatory, false, obscene, indecent, lewd, pornographic, violent, abusive, threatening, harassing, discriminatory, in violation of the law, harmful to children, in violation of third party privacy rights, or that constitutes hate speech or a personal attack.

You agree that you will not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, EMMA's computer systems, or the technical delivery systems of EMMA's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by EMMA (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate written agreement with EMMA; (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

COPYRIGHT POLICY

EMMA respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) 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 permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) 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, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content in violation of this policy without prior notice and at our sole discretion. In appropriate circumstances, EMMA will also terminate a user's permission to use the Services if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

**EMERGING MARKET MEDIA ASSOCIATES, LLC
21 WEST 46TH STREET, 16TH FLOOR
NEW YORK, NEW YORK 10036**

TERMINATION

If you violate any of these Terms, your permission to use the Services may be suspended or revoked and we reserve the right to suspend or terminate your access to and use of the Services at any time if you violate any of these Terms.

THE SERVICES ARE AVAILABLE "AS-IS"

YOUR ACCESS TO AND USE OF THE SERVICES OR ANY CONTENT IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, EMMA AND ITS THIRD-PARTY SERVICE PROVIDERS AND PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE ABSOLUTELY NO WARRANTY AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT THEREON. EMMA WILL NOT, AT ANY POINT IN TIME, BE RESPONSIBLE OR LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES, OR ANY CONTENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM EMMA OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.



LINKS

The Services may contain links to third-party websites, services or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by EMMA of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

REPRESENTATIONS AND INDEMNITY

You represent and warrant that (i) you have obtained all clearances, releases, licenses and rights to any Content you submit on or through the Services or their use as contemplated by the Services and these Terms; and (ii) there are no encumbrances or restrictions on the Content or their use as contemplated by the Services and these Terms.

You agree to indemnify and hold EMMA harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party relating to your use of the Services or Content in violation of any applicable law or regulation, or the rights of any third party.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMMA AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES OR CONTENT; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT EMMA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.



EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

WAIVER AND SEVERABILITY

The failure of EMMA to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

CONTROLLING LAW AND JURISDICTION

These Terms and any action related thereto will be governed by the laws of the State of New York without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the State of New York, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

INTERNATIONAL USERS

These Terms may not comply with the laws of other countries. Therefore by accessing the Services you assume the risk of such non-compliance.

ENTIRE AGREEMENT

These Terms and our Privacy Policy are the entire and exclusive agreement between EMMA and you regarding the Services. These Terms are current and supersede and replace any prior agreements between EMMA and you regarding the Services.

We may revise these Terms from time to time, and we will try to provide at least notice of 14 days prior to any new terms taking effect. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by:

Emerging Market Media Associates, LLC, 21 West 46th Street, 16th Floor, New York, New York 10036, USA.

Contact us via email: hello@em-views.com.