

TERMS OF USE

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You may link to the home page of www.fermatapartners.com, www.fermatacollege.com, www.americanroadtripgear.com, and www.vaultofamericanfootball.com without obtaining our

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Without limiting the foregoing, you agree not to transmit, distribute, post, communicate, or store information or other material on, to or through the Sites that in our sole opinion:

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- (b) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (c) infringes any intellectual property or other right of any entity or person, including violating any third party's copyright or trademark or their right of publicity;
- (d) violates any law or may be considered to violate any law;
- (e) you do not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);

- (f) advocates or promotes illegal activity;
- (g) impersonates, or misrepresents your connection to, any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
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- (i) solicits funds, advertisers or sponsors;
- (j) includes programs which contain viruses, worms and/or 'Trojan horses' or any other computer code, files or programs designed to interrupt, overload, collapse, destroy or limit the functionality of any computer software or hardware or telecommunications;
- (k) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Sites;
- (l) copies any other pages or images on the Sites except with appropriate authority;
- (m) includes MP3, MP4, Quicktime, or other media transfer format files;
- (n) amounts to a 'pyramid' or similar scheme;
- (o) amounts to 'data warehousing' (i.e., using any web space made available to you as storage for large files or large amount of data which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via us;
- (p) disobeys any policy or regulations established from time to time regarding use of the Sites or any networks connected to the Sites; or
- (q) contains links to other sites that contain the kind of content which falls within the descriptions set forth in (a) to (p) above.

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TERMINATION

Fermata, at its sole discretion, may terminate your access to or use of the Sites at any time and for any reason including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Upon any such termination, your right to use the Sites will immediately cease. Any termination of your access to or use of the Sites may be effected without prior notice and Fermata may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. Fermata shall not be liable to you or any third party for any termination of your access to the Sites or to any such information or files and shall not be required to make such information or files available to you after any such termination.

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If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Sites in a manner that constitutes copyright infringement, please report the violation to our designated copyright agent by sending written notice by U.S. Mail to Fermata Partners, LLC, 1440 Dutch Valley Way, Suite 101, Atlanta, GA 30324, Attn: General Counsel or by email to legal@fermatapartners.com.

Please include the following information in your written notice:

1. a detailed description of the copyrighted work that is allegedly infringed;
2. a description of the location of the allegedly infringing material on the Sites;
3. your contact information, including your address, telephone number and, if available, e-mail address;
4. your statement that you have a good faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law;
5. your statement, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and

6. an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

It is often difficult to determine if your intellectual property rights have been violated. We may request additional information before we remove allegedly infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove the content of both parties.

REGISTRATION

In accessing the Sites or certain of the resources on the Sites, you may be asked to provide registration details, including but not limited to, a valid e-mail address, date of birth, and your full name. You may use the Sites without registration, but in order to take advantage of some aspects of the Sites, you will need to register for an account.

USERNAME & PASSWORD

Your username and password are for your sole, personal use, you may not authorize others to use them, and you may not assign or otherwise transfer them to any other person or entity. All registration information about you must be truthful, and you may not use any aliases or other means to mask your true identity. Your username and password will be your identity for purposes of interacting with relevant portions of the Sites. You shall keep your username and password confidential and shall use them solely in accordance with these Terms of Use. You shall immediately notify us if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Sites. In the event of such loss, theft, or unauthorized use, we may impose on you, at our sole discretion, additional security obligations.

SECURITY

You are responsible for the security of your password and will be solely liable for any use or unauthorized use under such password. If any unauthorized person obtains access to the Sites as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly notify us by email at tellmemore@fermatapartners.com. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

MISCELLANEOUS

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Sites or upon delivery to you via e-mail. We cannot be held liable if we fail to notify you via mail or e-mail. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. 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 Sites or these Terms of Use must be filed within six (6) months after such claim or cause of action arose or it will be forever barred.

These Terms of Use, and all terms, conditions, and policies that are incorporated into these Terms of Use by reference, constitute the entire agreement between you and Fermata and govern your use of the Sites, superseding any prior agreements that you may have with us. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a

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CONTACT INFORMATION

Please send any questions or comments regarding the Sites to:

tellmemore@fermatapartners.com

or

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