

TERMS AND CONDITIONS

1. INTRODUCTION

This Terms of Use Agreement (the "Agreement" and the "Terms") is made by and between Text in a Bottle (Toggin) LLC, a Michigan corporation which includes the website Text in a Bottle, with an office at 31300 Orchard Lake, Suite 200, Farmington Hills, MI 48334 "Text in a Bottle (Toggin)", the "Company", "Us", "We" and "Our") and you ("You," "Your" or "User"). This Agreement contains the terms and conditions that govern your use of the Text in a Bottle Site, its content, the software and the associated materials made available through this website (collectively, the "Site"). Text in a Bottle is a social and entertainment utility that allows users to post stories, pictures, comments, exchange information and interact with each other (collectively, the "Services"). These Services allow you to access, submit and display postings, messages, text, files, images, photos, video, sounds or other materials (collectively, "Content").

2. AGREEMENT

By using the Site or Services in any way or simply by accessing the Site or Services signifies Your constructive and actual notice and knowledge of, and Your agreement to be bound by, the most current version of the Terms as posted on the Site.

From time to time, Text in a Bottle (Toggin) may define and post on the Site additional Service specific terms, codes of conduct or guidelines ("Guidelines") that govern such specified Service. In the event of a discrepancy between these Terms and the Guidelines by Text in a Bottle (Toggin), including the Privacy Policy, these Terms shall control. In no way shall this provision be construed to incorporate, acknowledge or make any recommendation regarding third-party Terms and Conditions, for example, terms and conditions that may govern Your use of any third-party equipment, games or Content. It is solely Your responsibility to ensure that Your use of any and all third-party equipment, games or Content is in compliance with any and all third-party requirements.

If you do not wish to be bound by this Agreement and its Terms, do not use the Site or Services. If you have already established an Account under Section 4 and You do not wish to continue to be bound by this Agreement, you should terminate Your Account in accordance with Section 15 of this Agreement.

IMPORTANT! THESE TERMS AND GUIDELINES GOVERN YOUR USE OF THIS SITE AND SERVICES, WHICH IS PROVIDED BY TEXT IN A BOTTLE (TOGGIN). THESE ARE SUBJECT TO CHANGE BY TEXT IN A BOTTLE (TOGGIN) AT ANY TIME IN ITS DISCRETION AND YOU ARE ENCOURAGED TO REVIEW THE MOST CURRENT TERMS AND GUIDELINES EACH TIME YOU VISIT THE SITE. YOUR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES.

3. ACCESS TO THE SITE, SERVICES AND YOUR RESPONSIBILITIES

To access the Site or some of the Services it has to offer, you may be asked to (i) provide certain registration details or other information; and/or (ii) to establish a Text in a Bottle account specific to You ("Your Account"). Access to the site, however, is not limited to registered users and all terms and conditions still apply to users who post Content or use services on the site without registering.

To create an Account, Log-In, participate in any Services and/or post any Content, You must qualify and agree to the conditions set forth below. Failure to qualify and continuously abide by any of the following conditions constitutes a breach of this Agreement. Specifically, You agree that:

- You are a of the age of legal consent for accessing the Site and Services under the laws of any jurisdictions that apply to You. We expressly reserve the right (but do not have the obligation) to request proof of age, at any time;
- All information that You provide in Your registration and/or submit Content form for the purposes of establishing Your Account or posting Content is true and correct and You will promptly notify us of any changes to such information;

- You acknowledge that in establishing Your Account or posting Content You have provided us with certain personal information about You. While we normally keep this information confidential, You agree that it may be necessary, from time to time, for Us to disclose certain personal information to third parties and You consent to all such disclosures. Please see our Privacy Policy for further information;
- Your Account is for Your sole use only and must not be used by any third party. You shall not allow any third party to use Your Account, password, Log-In or User ID to access or use the Site to arrange, enter, and/or participate in Services, or for any other purposes. We take no responsibility for any third party access to Your Account;
- You have verified and determined that Your use of the Site Services and posting of Content does not violate any law or regulation in any jurisdiction that applies to You. It is Your sole responsibility to ensure that this is the case;
- You fully understand the methods, rules and procedures of the Services, and Your use of the Site and Services will always comply fully with this Agreement, the Privacy Policy and any applicable Rules or Guidelines;
- You will not engage in any conduct that injures or may injure the business, reputation or goodwill of Text in a Bottle (Toggin);
- Your use of the Site, Services, Content and Your Account is for Your personal use only and it will not be used by You for commercial purposes or in the course of any trade or business;
- You possess the legal authority to enter into this Agreement including the authority to accept all of these Terms;
- You shall not infringe or encroach upon Text in a Bottle's (Toggin's) or any third party's personal, contractual or proprietary rights, including, without limitation, patents, trademarks, copyrights, rights of privacy or publicity or trade secrets;
- You are physically located in a U.S. State, or a jurisdiction located outside the United States, in which participation in Site or Services is not prohibited by the law of that State or jurisdiction;
- You will not use the Site, Content or Services for fraudulent or otherwise illegal purposes; should you learn that any User is using the Site, Content or Services for fraudulent or otherwise illegal purposes, you will immediately notify Us in writing;
- You understand that We may monitor Your Internet access location, without creating an obligation to do so, and may use techniques which are intended to block or restrict access from a jurisdiction in which participation in the Site and Services is illegal or restricted; and
- You will not mask your identify in any way, including without limitation, IP masking by accessing the Site or Services over any type of Proxy Server, through IP masking software or the like.

We DO NOT warrant that our Site and/or Services are in compliance with all the laws and regulations in any localities, including Your locality. It is Your responsibility to ensure compliance with the laws and regulations of Your locale. Please be certain to use the Services and participate in the Site or Services only after You have determined in good-faith that they are in compliance with state, local and other governing laws and regulations.

4. YOUR ACCOUNT

You may only have one (1) Account. You are prohibited from holding more than one Account. Your single Account must be registered under Your current full legal name, Your email address and your current permanent residential address. Should You attempt to create more than one (1) Account under Your current legal name or any other name, to use the Services under any other Account, or to create an Account using a name other than Your current legal name, we will be entitled to immediately terminate Your Account under Section 15 of this Agreement.

You must choose a Log-In and password during Account registration. You are solely responsible for all actions taken using Your Log-In and password. You must make every effort to keep Your password safe and should not disclose it to anyone. You shall not permit, either directly or indirectly, any other person to use Your Log-In or password. We are not responsible for any losses or problems You suffer as a result of Your disclosure of Your Log-In or password information to anyone else.

To access all or some of the Services, You must have previously established a valid Account as provided herein. Further, You must meet all the conditions described throughout these Terms. You agree and understand that We collect data relating to Your Log-In, Your use of the Services, and Your other Account activity and that some of this information may be made public.

5. VERIFICATION OF YOUR ACCOUNT INFORMATION

Text in a Bottle (Toggin) reserves the right (but does not undertake the obligation) to conduct a review, at any time, to validate Your Account information, collected under Section 5, to ensure that Your participation in the Site and Services do not breach this Agreement and/or any applicable law. You authorize Us and our agents to make any inquiries of You and for us to use and disclose to any third party we consider necessary to validate this information. To facilitate the foregoing validation, You agree to provide sufficient information or documentation as Text in a Bottle (Toggin), in its discretion, may request. If you do not provide such information within thirty (30) days of our request, your responses are incomplete or otherwise insufficient, or Text in a Bottle (Toggin) cannot verify the information applicable to Your Account submitted pursuant to Section 5, Your Account will be terminated pursuant to Section 15.

6. RESTRICTIONS ON USE

You may use this site for purposes expressly permitted by this Site. You may not use this site for any other purpose, including any commercial purpose, without Text in a Bottle's (Toggin's) express prior written consent. For example, you may not (and may not authorize any other party to) (i) co brand this site, or (ii) frame this site, or (iii) hyper-link to this site (iiii) utilize any Content from the site, without the express prior written permission of an authorized representative of Text in a Bottle (Toggin). For purposes of these Terms of Use, "co branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with Text in a Bottle (Toggin) in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

7. PROPRIETARY INFORMATION

The material and Content accessible from this Site, and any other World Wide Web site owned, operated, licensed, or controlled by Text in a Bottle (Toggin) is the proprietary information of Text in a Bottle (Toggin) or the party that provided the Content to Text in a Bottle (Toggin), and Text in a Bottle (Toggin) retains all right, title, and interest in this Content. Accordingly, such Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Text in a Bottle (Toggin). In any event, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of this Content except as expressly provided in these Terms of Use violates Text in a Bottle's (Toggin's) intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Site.

Trademarks, service marks, and logos appearing in this site are the property of Text in a Bottle (Toggin) or the party that provided the trademarks, service marks, and logos to Text in a Bottle (Toggin). Text in a Bottle (Toggin) and any party that provided trademarks, service marks, and logos to Text in a Bottle (Toggin) retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this site.

You may not copy, download, modify or create derivative works, rent, lease, loan, distribute, re-use, adapt, publish, transmit, attempt to decompile, decipher, disassembly, reverse engineer, decrypt or otherwise use or exploit any software or other works or content from the Site unless We have expressly allowed You to do so. You agree that all proprietary rights, including all trademark, copyright, patent or trade secret rights, inherent in such software, works and content is owned by Us or applicable third parties.

8. THIRD PARTY CONTENT

You understand that Content posted on, transmitted through, or linked on the Site or using the Services, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for the Content that you post, email or otherwise make available via the Service. You understand that Text in a Bottle (Toggin) does not control, and is not responsible for Content made available through the Site, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the Text in a Bottle site and Content available through the Site or Services may contain links to other web sites, which are independent of Text in a Bottle (Toggin). Text in a Bottle (Toggin) makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other web site

is at your own risk.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will Text in a Bottle (Toggin) be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that Text in a Bottle (Toggin) does not guarantee pre-screened or approved Content, but that Text in a Bottle (Toggin) shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Terms or for any other reason.

Although Text in a Bottle (Toggin) does not claim ownership of the Content that You post, by posting Content to the Site, you automatically grant, and you represent and warrant that you have the right to grant, to Text in a Bottle an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, edit, copy, perform, display, publish and distribute that Content and to prepare derivative works of, or incorporate into other works, that Content, and to grant and authorize sublicenses of the foregoing. Furthermore, by posting Content to the Site, you automatically grant Text in a Bottle (Toggin) all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

9. HYPER-LINKS, THIRD PARTY CONTENT, SITES AND SERVICES

The Site and Content available through the Services may be hyper-linked to other sites and/or contain features and functionalities which are not maintained by, or related to, Text in a Bottle (Toggin). Such links, Content and Services (including, web sites, directories, servers, systems, networks, databases, information, programs, software products or services) are provided as a service to users and are not sponsored by or affiliated with this site or Text in a Bottle (Toggin). Your interactions (including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations, entities or individuals.

Text in a Bottle (Toggin) has not reviewed any or all of such Sites, Content or Services and is not responsible therefore and such Sites, Content and Services are to be accessed at the user's own risk. Text in a Bottle (Toggin) makes no representations or warranties about the content, completeness or accuracy of these hyper-links or the sites hyper-linked to this site. Further, the inclusion of any hyper-link to a third-party site does not necessarily imply endorsement by Text in a Bottle (Toggin) of that site.

10. INFORMATION OR CONTENT THAT YOU PROVIDE

○ RESTRICTIONS

You may not post, send, submit, publish, or transmit in connection with this Site or Services any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this Site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- solicits funds, advertisers or sponsors;

- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- 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 this site;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyper-links to other sites that contain content that falls within the descriptions set forth above.
-
- YOUR SUBMISSIONS

You hereby grant to Text in a Bottle (Toggin) the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to Text in a Bottle (Toggin) through this site (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. Text in a Bottle (Toggin) will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Text in a Bottle (Toggin) operations.

- RIGHT TO MONITOR

Text in a Bottle (Toggin) reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the Content of your submissions. You acknowledge and agree that neither Text in a Bottle (Toggin) nor any third party that provides Content to Text in a Bottle (Toggin) will assume or have any liability for any action or inaction by Text in a Bottle (Toggin) or such third party with respect to any submission.

11. WE DISCLAIM ALL OBLIGATIONS TO YOU

Text in a Bottle (Toggin) has no obligation to check whether users are using the Site or Services in accordance with this Agreement or any other agreement.

Under no circumstances shall Text in a Bottle (Toggin) be obligated to investigate or pursue any complaints made by a User against any other User using the Site or Services or to take any other action in connection therewith, or take any action against a User for any reason, including without limitation, for violating the terms of this Agreement. Text in a Bottle (Toggin) may, in its sole discretion, decide to take appropriate action against any person it suspects to be engaging in any unlawful activity or otherwise violating the terms of this Agreement, but is under no obligation to do so.

You will not be entitled to any compensation or otherwise from Us for any sums You believe to be owed to You as a result of any other User's misconduct, unlawful behavior or otherwise, whether or not the Company pursues any action against such User. It is Your sole responsibility to resolve such issues without involving Text in a Bottle (Toggin).

You understand that Text in a Bottle (Toggin) cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. Text in a Bottle (Toggin) does not assume any responsibility or risk for your use of the Internet.

No Content is necessarily complete and up-to-date and, accordingly, should not be used to replace any written reports, statements, or notices provided by Text in a Bottle (Toggin). Investors, borrowers, and other

persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own professional judgment. Information obtained by using this site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

12. RELEASE

You agree that Text in a Bottle (Toggin) shall not be responsible or liable for any loss or damage of any sort incurred as the result of Your use of the Site and/or Services. If there is a dispute between participants on the Site, or between users and any third party, you understand and agree that Text in a Bottle (Toggin) is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Text in a Bottle (Toggin), its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

13. WE MAKE NO WARRANTY

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TEXT IN A BOTTLE (TOGGIN) DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. TEXT IN A BOTTLE (TOGGIN) DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TEXT IN A BOTTLE (TOGGIN) DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND TEXT IN A BOTTLE (TOGGIN) MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT TEXT IN A BOTTLE (TOGGIN), ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. TEXT IN A BOTTLE (TOGGIN) MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

14. LIMITATION ON LIABILITY

TEXT IN A BOTTLE (TOGGIN), ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF TEXT IN A BOTTLE (TOGGIN) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TEXT IN A BOTTLE (TOGGIN) AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO TEXT IN A BOTTLE (TOGGIN) FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

15. TERM AND TERMINATION

o GENERALLY

You may terminate Your Account at any time by giving us thirty (30) days prior written notice to the e-mail address ajsherr@comcast.net.

We expressly reserve the right to terminate Your Account (including Your Log-In and password) for any reason, including without limitation, violation of any terms or conditions of this Agreement, or if You have breached any of the Terms, or Your use of the Services have been in any way improper or breach the spirit of this Agreement.

o TERMINATION FOR LATENCY

If Your Account experiences no activity for ninety (90) consecutive days, Your Account may be automatically terminated. You can avoid Termination and the Termination fee that may arise from latency by Text in a Bottle (Toggin).

16. Notification of Claims of Infringement

If You believe that the Site or any software, work or content on the Site infringes any copyright, trademark, patent, trade secret or other intellectual property right, or if You have other material concerns regarding the Site, privacy or the like, You may notify our designated agent by using the contact information below:

Agent: Claims Administrator
Email Address:

17. INDEMNITY

You will indemnify and hold Text in a Bottle (Toggin), its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

18. SECURITY

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Text in a Bottle (Toggin) reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Text in a Bottle (Toggin) reserves the right to investigate suspected violations of these Terms of Use.

Text in a Bottle (Toggin) reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Text in a Bottle (Toggin) to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS TEXT IN A BOTTLE (TOGGIN) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY TEXT IN A BOTTLE (TOGGIN) DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER TEXT IN A BOTTLE (TOGGIN) OR LAW ENFORCEMENT AUTHORITIES.

19. THIRD PARTY ADVERTISING

From time to time, Text in a Bottle (Toggin) may display or otherwise make available promotions, advertisements and/or offers provided by third-parties ("Third Party Promotions"). You understand and agree to hold Text in a Bottle (Toggin) harmless and agree that Text in a Bottle (Toggin) shall have no liability whatsoever for such Third Party Promotions. If You participate in, click on, or otherwise link to such Third Party Promotions You do so solely at Your own risk. Your sole remedy in connection with such Third Party Promotions will be with the third party.

20. MISCELLANEOUS

These Terms of Use will be governed and interpreted pursuant to the laws of Michigan, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Michigan in connection with any dispute between you and Michigan arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and federal courts in Bloomfield Hills, Michigan. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. Text in a Bottle (Toggin) may revise these Terms of Use at any time by updating this posting.