



Terms of Use Agreement

Non-Exclusive Agreement

Parties

This is an agreement between THE FAN CLUB INTERNATIONAL, INC. ("FCI"), a Corporation, and any ENTERTAINER ("YOU") who elect to offer their "Content" for distribution, reproduction, reselling and promotion to FCI This Agreement, together with all updates, additional terms, and all of FCI's rules and policies, collectively constitute the Agreement between FCI and the ENTERTAINER.

Licenses, Ownership, Distribution

This agreement is 100% non-exclusive, and YOU will retain full control over all of your Content. Nothing in this agreement limits the rights of either party to form any business agreement with a third party. YOU grant to us a non-exclusive license to (a) create digital versions of Content YOU provide in nondigital format; (b) create a digitized version of the Product(s) that we will use to create a Unit. (c) With respect to Books, print, publish, distribute and sell your Book through the FCI Website, E-store(s) and other sales channels, (d) reformat, reproduce, and distribute your Content through the FCI Website, E-store(s), and other sales channels in digital form. You represent, warrant and agree that no Content submitted by you or through your account will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You represent and warrant that you have all legal rights necessary to publish any Content on the FCI Web Site, or that you own such Content. You hereby acknowledge and agree that FCI shall, at all times, possess the right to refuse to include and/or to cause the removal of any or all of your Content for any reason and at its sole discretion.

Changes to the FCI Terms of Use Agreement

We reserve the right, at our sole discretion, to change, modify, add, or delete portions this Agreement at any time without further notice. If we do this, we will post the changes to this Agreement on this page and will indicate at the top of this page the new effective date. Your continued use of the Services or the FCI Web Site after any such changes constitutes your acceptance of the revised Agreement. If you do not agree to abide by this Agreement or any future revised Agreement, do not use or access the Services or the FCI Web Site. It is your responsibility to regularly review this Agreement. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect.

December 17, 2010