

BingeNow OTT

Terms of Service Agreement

BingeNow, Inc. is the owner of the BingeNow Over the Top (BNOTT) online platform used to create and maintain video streaming services. This Terms of Service Agreement and the terms of which, incorporated herein (collectively, the "Agreement"), sets forth the legally binding terms for your use of the BNOTT website ("the Site"). Using the Site as a registered user, you agree to be bound by this Agreement. The term "User" refers to a Content Owner or a Content Aggregator. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you may not use the Site.

Please review this Agreement on the Site. If you do not agree to be bound by this Agreement and to follow all applicable laws, you should leave the Site now. If you wish to become a User, indicate your Agreement acceptance on the Site Sign Up page during the registration process.

BingeNow may modify this Agreement from time to time and such modification shall be effective upon posting on the Site. Your continued use of the Site after posts of a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review the Agreement regularly to ensure you are aware of any changes or modifications.

BingeNow reserves the right, in its sole discretion, to reject or remove any video and posting (including comments and email) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Site at any time, for any or no reason, with or without prior notice or explanation, and without liability. BingeNow expressly reserves the right to remove your profile, videos and/or deny, restrict, suspend, or terminate your access to all or any part of the Site if BingeNow determines, in its sole discretion that you have violated this Agreement or pose a threat to BingeNow, the Site and/or its Users.

You may not access the Site if you are our direct competitor, except with our prior written consent. In addition, you may not access the Site for purposes of monitoring its availability, performance, functionality, or for any other benchmarking or competitive purposes.

Terms of Service

1. The Site provides a marketplace for Content Owners ("Content Owners") to list their videos for Content Aggregators ("Aggregators") to use in return for a share of the Aggregators' OTT subscription fees, and for Aggregators to easily search for content to use in their OTT video services. It also provides an end-to-end solution for Aggregators to create and maintain their own branded OTT subscription service. The Site allows registered Content Owners to easily upload videos, create profiles, and select Aggregators, and to get statistics on their video performance and revenue generated. Registered Aggregators can also upload videos and create profiles, but in addition, with

permission from Content Owners, can add their videos to their OTT video service. Aggregators can also get dashboard statistics on video performance, subscribers and revenue.

2. By agreeing to the terms of service each Aggregator agrees to allocate a percentage of their monthly OTT subscription revenue for monthly revenue sharing with Content Owners and Aggregators as Content Owners. Content Owners by agreeing to the BingeNow terms of service agree to participate in all or any specific Aggregator OTT subscription service and agree with the Aggregator revenue sharing percentage and method for computing Content Owner share of this revenue. The Content Owner revenue share (s) is (are) based on the percentage of time their video(s) is (are) viewed compared to the total view time of all videos in a (each) Aggregator OTT service during the month. BingeNow has the right in its sole discretion to change at any time and for any or no reason the Aggregator percentage amount of monthly OTT subscription revenue for sharing, and the algorithm for computing how this monthly revenue is shared among Content Owners and Aggregators as Content Owners.
3. Content Owners. You can sign up for free and upload videos into the Marketplace. You have the option of allowing all Aggregators (recommended) or just one or more specific Aggregators to have access to view and use your videos. Nobody else will be able to view or use your video in their service. For those you grant access to, they will be able to watch only a scaled down 480p version of your video with a "BingeNow OTT Marketplace Demo--Illegal to Distribute" banner encoded into the video. When your video is used in an OTT subscription service, you will be able to see which services are using it and see a monthly report of the how many times it was viewed and how many minutes of it were viewed. You will accrue a royalty payment based on the percentage of total minutes viewed that your video was responsible for in the OTT service. The maximum monthly royalty payment could be up to 15% of the Aggregator monthly OTT subscription fees. The percentage of the gross subscription fees collected for each month will be distributed proportionally to the Content Owners. For now, when you accrue more than \$30, a check will be sent to you. In future, we will also provide other payment methods such as direct bank deposits by ACH. When you first sign up, you will be a "Standard" user, and will be able to upload up to 5 videos. If we review your videos and determine that they are of good quality, we will upgrade you to an "Elite" user (also free), with no limit on video uploads. You can also contact us to request such a review.
4. Aggregators. If you are interested in signing up for an Aggregator account, please [contact us](#). Aggregators can upload their own videos, which can be just for their own use as well as made available to other Aggregators for a royalty fee (same as with other Content Owners). We provide a full set of capabilities to find, add and remove videos for OTT service and for building a customer branded an end to end OTT service. For a monthly service fee BingeNow makes your branded OTT service available on the Web, and for additional monthly service fees BingeNow can provide other Apps such as Roku, Fire TV, Apple TV, Google TV, and IOS & Android Mobile for your service. The Aggregator can get up to 35% of their monthly subscriber revenue with no other bills, such as adding latest videos to service, storage of videos, bandwidth for video distribution, Google or Apple OTT App subscription fees, etc. Aggregator revenue actually has two components--your fixed share of revenue as Aggregator (20%) and your variable share as Content Owner (up to 15% of revenue) --so if you own all of your own content, you'll collect all of both Aggregator and Content Owner revenue share which is 35% of the monthly subscription revenue. BingeNow in its sole discretion has the right to at any time and for any or no reason to change the minimum subscriber fees per month to maintain this service, and both the aggregator percentage share and the content owner percentage share of monthly OTT subscription revenue.
5. Refund. BingeNow has a strict no refund policy as we incur a fixed cost due to hosting, video processing and storage. You can cancel your service anytime consistent with the cancelation terms

in this agreement. There is no lock-in period. However, there is no refund to a recurring payment that an Aggregator may have already paid.

6. Registration. Users of the Site ("Users") are required to register (sign up) to use Site features. If you register, you warrant that use of Site features requires Users to register (Sign Up). To use the Site features, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you have only registered once (multiple registrations are not allowed); and (c) you will maintain the accuracy of your registration information.
7. Term. This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the Site features, or are a User and will even survive once your usage ends.
8. Passwords. When you sign up to become a User, you will also be asked to choose a password. Each User must maintain the confidentiality their password. Users agree not to disclose their password to a third party or to use their password of another User. In the event a User's account is breached or accessed by someone other than the User, the owner of the breached account agrees to contact BingeNow immediately via email, Support@bnott.com.
9. Content. Each User is responsible for the content uploads to the Site. You represent and warrant that: (1) you own or have the right to grant license for the media uploaded on Site; and (2) the uploading of your media on the Site does not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of any media posted by you on the Site. BingeNow ASSUMES NO RESPONSIBILITY TO MONITOR OR MONITORING ILLEGAL OR INAPPROPRIATE CONTENT. BingeNow RESERVES THE RIGHT HOWEVER, TO REJECT, REFUSE OR DELETE ANY CONTENT THAT IN THE SOLE DISCRETION OF BINGENOW, MAY BE ILLEGAL, OFFENSIVE OR VIOLATE THE RIGHTS OF ANY PERSON OR ENTITY (I.E. CONTENT INCLUDING, BUT NOT LIMITED TO: PATENTLY OFFENSIVE LANGUAGE, NUDITY, VIOLENCE, CRIMINAL CONDUCT, PATENT INFRINGEMENT, TRADEMARK INFRINGEMENT AND/OR COPYRIGHT INFRINGEMENT).
10. Use by Users. The Site features are for commercial use of Users to distribute and monetize videos, TV and film of various genres and categories for business purposes in the direct-to-consumer video market. BingeNow reserves the right to remove any and all personal video content on the Site at its sole discretion, including, but not exclusive, to using the Site for any commercial solicitation purposes; impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity.
11. Use by Aggregators End Users (Subscribers). You are solely responsible for your interactions with your End Users (Subscribers). However, you give BingeNow the right to bill and collect revenue fees from these Subscribers on your behalf.
12. Ownership Rights. BingeNow does not claim any ownership rights in any User's media, (i.e., text, images, photos, video, sounds, music or any other materials) that is uploaded on the Site. After uploading your media to the Site, you continue to retain any such rights that you may have in your media, subject to the limited license herein. By displaying or publishing ("uploading") any media on the Site, you hereby grant to BingeNow a limited, non-exclusive, royalty-free license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such media solely on the Site. This limited license includes without limitation, distributing part or all of the content in any media format through any media channels (e.g. Mobile Devices) for the express purpose of advertising and promoting Site features and services.
13. Fees. You acknowledge that use of the Site features are currently free except for Aggregators. BingeNow reserves the right in the future to charge for any portion of the Site features and to

change its fees from time to time at its sole discretion. If BingeNow terminates your rights to use the Site because you have breached this Agreement, you shall not be entitled to the refund of any unused portion of the fees.

14. Aggregator paid services. Subject to the terms of this Agreement and payment of applicable fees stated herein, BingeNow hereby grants the Aggregator, during the term of this Agreement, a non-exclusive, non-transferable, non-sub licensable right to use the Aggregator services of the Site, for your internal business purposes solely as necessary to create and maintain a branded end to end OTT video streaming service, uploading videos, accessing and using with permission other Content Owners videos, adding & removing videos from OTT service, and reviewing performance analytics of their OTT service such as videos watched, number of subscribers and revenue generated. BingeNow reserves all rights not expressly granted herein in the Site.
15. Ownership of Subscriber Information. You and BingeNow will jointly own any Subscriber Information obtained from a Subscriber via the Site. The privacy policy for any Media Platform offered to Subscribers using the Site shall clearly state that any Subscriber Information is jointly owned and that both you and BingeNow shall have equal and independent rights to use such Subscriber Information for any purposes allowed by applicable law without requirement of consent from the other party.
16. Support. Subject to the terms of this Agreement, BingeNow shall use commercially reasonable efforts to maintain the security of the Site; and provide the support if any requests for support may be made after you've logged into your account by creating and sending an email message to Support@bnott.com.
17. Intellectual Property. All software, features, navigation and trade dress developed for the Site including but not limited to, text, graphics, photographs, audio and video content, logos, icons, screens and configurations, is the property of BingeNow or its licensors and is protected by U.S. and international copyright and trademark laws, as an individual compilation or as collective work. You do not acquire any ownership rights by printing or downloading any information. All software is the property of BingeNow or its software developers or suppliers and is also protected by U.S. and international copyright laws. You may not copy, reproduce, transmit, distribute, modify, replicate, publish, enter into a database, perform, display, create derivative works, distribute over a network, sell or offer for sale or otherwise exploit the intellectual property of this Site. Any other use of the content of this Site is strictly prohibited.
18. Third Party Sites. As a convenience, this Site contains links to our service partners and may contain links to other Internet sites that are owned and operated by third parties. By offering you these links, BingeNow is only endorsing our service partners and not endorsing any of the other sites and BingeNow has no responsibility for the content of these other third party sites. You access any and all these other linked sites at your own risk.
19. User Disputes. Site Users are responsible for resolving disputes with other Users. BingeNow has no obligation to review or determine the merit of any complaint. BingeNow reserves the right to review disputes and/or complaints at its sole discretion.
20. Restrictions on Exports. United States export laws and regulations restrict the exportation and/or re-exportation, through downloading or otherwise, into any certain embargoed countries, according to the US Department of Commerce Regulation. You are representing that you are not located in any of the prohibited countries.
21. Disclaimers. THIS SITE IS PROVIDED BY BINGENOW ON AN "AS IS" BASIS AND THE USE OF THIS SITE IS ENTIRELY AT YOUR OWN RISK. BINGENOW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT,

ADVERTISING, FEATURES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE STATUTORY WARRANTY AGAINST NON-INFRINGEMENT. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY BINGENOW OR ITS EMPLOYEES OR REPRESENTATIVES, WILL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. NOTHING CONTAINED IN THIS SITE IS OFFERED OR INTENDED AS PROVIDING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. YOU SHOULD CONSULT A LEGAL, ACCOUNTING OR OTHER APPROPRIATE PROFESSIONAL FOR SUCH ADVICE.

22. Limitation of Liability. YOU AGREE THAT BINGENOW AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, USERS, EMPLOYEES, AGENTS REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS AND CONTENT PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR USE OF THE SITE FEATURES, CONTENT, OR INFORMATION ON THE SITE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL BINGENOW OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, USERS, EMPLOYEES, AGENTS REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS AND CONTENT PROVIDERS ASSIGNS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF PERSONAL OR BUSINESS OPERATIONS), ARISING OUT OF OR IN ANY WAY RELATED TO THE USE, CONTENT, OR INFORMATION ON THE SITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON THE SITE, YOUR USE OF, OR INABILITY TO USE, THIS SITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER BINGENOW OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ANY EVENT, THE TOTAL AMOUNT OF BINGENOW'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED \$100.00.
23. Indemnity. You agree to indemnify BingeNow and its respective officers, directors, shareholders, Users, employees, agents representatives, parents, subsidiaries, affiliates, licensors and content providers for and from any loss by reason of, in any way relating to, or arising out of: (a) your use of the Site and any violation of any law, rule or regulation arising out of such use; or (b) any violation of this Agreement.
24. Jurisdiction and Law. This Agreement shall be construed and governed by the laws of the state of Delaware, United States of America and not by the application of choice of law principles or the laws of any other state or country. You agree that the federal and state courts sitting in the State of Delaware shall have exclusive jurisdiction and venue over any action brought to enforce the rights and obligations in or arising from this Agreement and each of the parties irrevocably submits to the jurisdiction of such courts.
25. Force Majeure. BingeNow will not be liable in any amount for failure to perform under this Agreement if such failure is caused by fire, flood, earthquakes, tornadoes, war, acts of God, terrorist acts or the occurrence of any other unforeseen contingency beyond the control of BingeNow.
26. Entire Agreement; Non-Severability. This Agreement constitutes the entire agreement between you and BingeNow and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against public policy, the remainder of this Agreement shall remain in full force

and effect and the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties.

27. **Billing.** If you provide BingeNow with valid credit card information, you authorize BingeNow to charge such credit card for the Service Fees associated with the initial term and any renewal term(s). Such charges shall be made in advance, either monthly or annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, BingeNow will invoice you in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from the invoice date. In the event that your corresponding Fees are overdue, BingeNow shall be entitled to (in addition to any other rights or remedies BingeNow may have) discontinue the Site Service and suspend your access, including your Authorized Users' access, to the Site Service until such amounts are paid in full. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less. BingeNow reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of a term, upon thirty (30) days prior notice to Customer (which may be sent by email). If you believe that BingeNow has billed you incorrectly, you must contact BingeNow no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to BingeNow's customer support department by creating a support ticket once you've logged into your account.
28. **Third-party Fees.** The issuer of your credit card may charge you a foreign transaction fee or other charges for subscribing to the BingeNow Service. It is your responsibility to check with your credit card issuer regarding these details.
29. **Taxes to be Paid by You Under this Agreement.** The fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and you will be responsible for payment of all such taxes (other than taxes based on BingeNow's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of access to the BingeNow Service to you. You will make all payments of fees to BingeNow free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to BingeNow will be your sole responsibility, and you will provide BingeNow with official receipts issued by the appropriate taxing authority, or such other evidence as BingeNow may reasonably request, to establish that such taxes have been paid. You shall indemnify and defend BingeNow in connection with any proceedings brought by any taxing authorities in connection with this Agreement.
30. **No Refunds for Services hereunder.** Notwithstanding any contrary terms in this Agreement or an applicable Order Form, the Fees paid for the Site Service are non-cancelable and non-refundable. At any time subject to a 30-day prior written notice to BingeNow you can cancel your Site Service. Upon BingeNow receiving your notice of termination BingeNow will continue to provide you access to the Site Service through the remainder of the then-current term. Your access to the Site Service will be terminated effective as of the final day of the then-current term.
31. **Term and Termination.** This Agreement commences on the Effective Date as set forth in the Order Form for BingeNow Services and remains in effect for the initial term, as set forth in an Order Form. Unless earlier terminated as set forth below, this Agreement shall be automatically renewed for consecutive terms equal in length to the initial term unless either party provides written notice to the other of its intention not to renew a minimum of two weeks prior to the expiration of the then-current term. Termination will only occur at the end of the current term with a minimum two week notice.

32. **Termination for Cause.** BingeNow may terminate this Agreement immediately upon breach of the Confidentiality or Proprietary Rights sections of this Agreement. We reserve the right to modify, suspend or terminate the Site Service (or any part thereof), your right or your Authorized Users' rights, or Subscribers' rights to access and use the Site Service, and remove, disable and discard any Content if we believe that you, your Authorized Users, or Subscribers have violated this Agreement. This includes the removal or disablement of Content in accordance with our Copyright Policy. Unless legally prohibited from doing so, we will use commercially reasonable efforts to contact you directly via email to the email associated with your account to notify you when taking any of the foregoing actions. We shall not be liable to you, your Authorized Users, End Users or any other third party for any such modification, suspension or discontinuation of your rights to access and use the Site Service. Any suspected fraudulent, abusive, or illegal activity by you, Authorized Users or Subscribers may be referred to law enforcement authorities at our sole discretion.
33. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason: all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; and within ten (10) days after the effective date of termination, BingeNow shall discontinue all use of the Content you originated on the Site Service and may destroy all copies of the same in our possession. The sections intended to survive termination of this Agreement shall survive, including but not limited to the sections and subsections titled Definitions and Related Transactions, Limitations, Warranties and Disclaimers, Limitation of Liability, Confidentiality, Indemnification, Effect of Termination, and Miscellaneous.
34. **Protection of Intellectual Property.** Users agree not to upload, embed, post, email, or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Any such material that is reported to or discovered by BingeNow and found to violate this will be removed from the Site. BingeNow also reserves the right to remove the account of any actual or alleged infringing User. If you believe that any material on the Site infringes upon any copyright which you own or control, you may, as per provisions of the [Digital Millennium Copyright Act](#), send a written notification that complies with the requirements of our [Copyright Infringement Procedure](#) (this form is available from the confirmation page when you flag content for an intellectual property violation). Such a claim may be disputed by sending a written notification that complies with the requirements of our [DMCA Counter Notification Procedure](#).

Content Guidelines

Respect the Community. We do our best to keep Site safe, but we cannot guarantee it. We need your help to accomplish this goal and ensure that the site is not abused. Every cool new feature on Site involves a certain level of trust. We trust you to be responsible. Here is a commonsense approach to avoid crossing the line:

"If you would not want TV networks, the evening news or 60 minutes to air your video or comments don't upload it." Please respect the rights and dignity of others.

Responsible Conduct. BingeNow is not for pornographic, threatening, harassing, libelous, tortuous, or fraudulent content. Nor is it responsible to be used for the invasion of another's privacy. If this describes your content, do not upload it on the Site.

Please do not upload videos that display:

1. Pornography. Videos which depict a human engaged in actual sexual conduct including but not limited to:
 - a. Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal.
 - b. bestiality
 - c. masturbation
 - d. sadistic or masochistic abuse
 - e. lascivious exhibition of genitals
2. Exploitation of Children or Other Minors. Please be extremely cautious when posting something involving a child. Videos involving children (anyone under the age of 18) are particularly sensitive. Videos containing children should never be sexually suggestive or violent. We intend to cooperate with all governmental agencies that seek those who produce child exploitation on this Site.
3. Criminal activity, drug abuse, under-age drinking and smoking, bomb making or animal abuse.
4. Misleading titles, descriptions, or video posters.
5. Threats against other people.
6. Hate speech (speech that is intended or designed to instigate violence based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity).
7. Phishing. Attempts to fraudulently obtain sensitive data, such as credit card details and security passwords.

This list is not all inclusive, so use common sense when uploading or posting content.

Content Labeling. Some material may not be appropriate for children. Videos containing profanity or nudity must be labeled as "Adult Content" when they are uploaded. Videos containing adult content may only be viewed by people who have affirmed that they are at least 18 years old.

Please take our Content Guidelines seriously and take them to heart. Don't try to look for loopholes or work-arounds-just understand them and try to respect the spirit in which they were created.

Flagging. If you find any content that violates our Responsible Conduct provisions, click the "Flag" link next to the content in question to submit it for review by BingeNow staff. If the content does not violate our Responsible Conduct provisions, it should not be flagged. Individuals who repeatedly flag material falling outside the provisions will be subjected to having their accounts suspended or deleted.