

TERMS & CONDITIONS

ACCEPTANCE

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You are responsible for all use of your account, regardless of whether you authorized such use, and for ensuring that all use of your account complies with these Terms of Service.

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CONDUCT

Any illegal and/or unauthorized use of The Website is prohibited including but not limited to collecting usernames and e-mail addresses for sending unsolicited emails, unauthorized framing, linking to The Website, or any other purpose, is prohibited.

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or depict physical harm or injury against any group or individual, or promote or depict any act of cruelty to animals. You agree not to use The Website in any way that exposes Company, Inc. to criminal or civil liability and will indemnify Company, Inc. for any fees, penalties, losses or attorneys fees associated therewith. You agree that Company, Inc. shall have the right to determine in its sole and unfettered discretion, what action shall be taken in the event of any discovered or reported violation of the terms and conditions contained herein.

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CONTENT

You shall be solely responsible for your own marketing content and the consequences of posting or publishing them. Company, Inc. reserves the right to discontinue any aspect of The Website or mobile application services at any time. Furthermore, you affirm, represent and/or warrant that:

1. You own or retain the necessary licenses, rights, consents, and permissions to use and authorize Company, Inc. to use all trademarks, copyrights, trade secrets, patents, or other proprietary rights in and to any and all marketing campaign content to enable inclusion and use of the content in the manner contemplated by The Website and these Terms of Service.
2. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Submissions posted by you to or through The Website.

In submitting material (video or other communication), you further agree that you shall not, or allow your account to be used to:

1. Submit material that is copyrighted, trademarked, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Company, Inc., all of the license rights granted herein.
2. Publish falsehoods or misrepresentations that could damage Company, Inc. or any third party;
3. Submit material that is obscene, illegal, unlawful, defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate.
4. Use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract or download any Content from The Website, unless you are expressly authorized to do so by Company, Inc.
5. Use or launch any automated system that accesses The Website in a manner that sends more request messages to our servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser.
6. Collect or harvest any personally identifiable information, including account names, from The Website.

You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Company, Inc. with respect thereto, and agree to indemnify and hold Company, Inc. its Owners, affiliates, operators, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your automated marketing campaign and your use of The Website.

NOTICES TO COMPANY, INC.

Communications from you to Company, Inc. may be made to _____.

VENUE AND JURISDICTION, CHOICE OF LAW, ARBITRATION

The Terms and Conditions will be governed by the laws of the _____ without regard to choice of law principles. Any controversy or dispute arising out of or related to these Terms and Conditions that cannot be amicably resolved will be settled in arbitration. The place of the arbitration or litigation will be Rochester, New York; provided, however, that notwithstanding the foregoing, you agree that Company, Inc. has the right to commence and prosecute an action against you in connection with these terms of service, in your home

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INDEMNITY

You agree to defend, indemnify and hold harmless Company, Inc., its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

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2. your violation of any term of these Terms of Service;
3. your violation of any third party right, including without limitation any copyright, trademark, property, or privacy right; or
4. Any claim that one of your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of The Website.

You affirm that you are either more than 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms and Conditions contained herein.

REFUND POLICY

The account owner is responsible for canceling Your account, and can cancel the account by either clicking on the account link at the dashboard interface or by contacting us in writing at _____. There are no other means of canceling Your account. Once You cancel Your account You will lose access to the management portal. If You cancel the Service before the end of Your current paid-up subscription period, your cancellation will take effect immediately and you will not be charged again.