

# **Terms of Use**

**July 25, 2015**

Terms of Use

**It is IMPORTANT THAT YOU READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE USING THIS WEB SITE, AS THE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS GOVERN YOUR USE OF THIS WEB SITE. You agree to these Terms by accessing this web site, registering for this web site, accepting any information from this web site or submitting any information to this web site. IF YOU DO NOT AGREE TO BE BOUND BY ALL THE TERMS SET FORTH BELOW, DO NOT USE THIS WEB SITE.**

## **1. Acceptance of Terms**

A private entity owns, runs and operates this web site ("Web Site"), officially named [www.actorjordancharles.com](http://www.actorjordancharles.com). As set forth above, your use of this Web Site is subject to these Terms and you agree to these Terms by accessing this Web Site, registering for this Web Site, accepting any information from this Web Site or submitting any information to this Web Site. The private entity that operates and owns this Web Site reserves the right in its sole discretion to change these Terms. The private entity that operates and owns this Web Site will post changes here, so kindly check back periodically. Your continued use of this Web Site after the posting of any change in the Terms shall constitute your renewed agreement to be bound by any such changes. In some instances, both these Terms and potentially other additional separate terms of service or guidelines document(s) setting forth additional conditions may apply to a service or product offered via this Web Site ("Additional Terms"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the terms of this Web Site's Privacy Policy.

## **2. General**

The information, features and other content included in this Web Site have been compiled from a variety of sources, are for informational and entertainment purposes only and are subject to change at any time without notice. By accessing or linking to this Web Site, you assume the risk that the information on this Web Site may be incomplete, inaccurate, out of date or may not meet your needs and requirements. The private entity that operates and owns this Web Site may add, change, discontinue, remove or suspend any of the information, features and other content included in this Web Site at any time, without notice and without liability. This Web Site is to be used solely for your noncommercial, non-exclusive and limited personal use.

## **3. Ownership of Web Site Intellectual Property and Restrictions**

Except for User Content (defined in Section 4 below), this Web Site and all of the information it contains, or may in the future contain, such as articles, opinions, other text, directories, guides, photographs, graphic material, artwork, illustrations, digital still images, digital video and audio clips, databases, compilations and advertising copy, as well as the trademarks, logos, domain names, trade names, service marks and any and all copyrightable material (including source and object code) and/or any other form of intellectual property on the Web Site (collectively, the "Web Site Content") is, between you and the private entity that operates and owns this Web Site, and is protected from unauthorized use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties.

Subject to your strict compliance with these Terms and any Additional Terms, the private entity that operates and owns this Web Site grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to download, view, use or play a single copy of the Web Site Content (excluding source and object code) as long as it is publicly available on the Web Site, provided that you: (i) retain all trademark, copyright and other proprietary notices contained in the original Web Site Content or any copy you may make of the Web Site Content; (ii) do not yourself and do not allow or aid or abet any third party (whether or not for your benefit) to copy or adapt the object code of the Web Site's software, HTML, JavaScript or other code; or reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that this Web Site creates to generate its web pages or any software or other products or processes accessible through this Web Site; and (iii) do not insert any code or product to manipulate the Web Site Content or this Web Site in any way that affects any user's experience.

Other than as explicitly set forth in the immediately preceding paragraph, nothing contained in these Terms or on the Web Site or in any communication from the Web Site or the private entity that operates and owns this Web Site should or will be construed as granting, by implication, estoppel or otherwise, any license or right to use any Web Site Content in any manner without the prior written consent of the private entity that operates and owns this Web Site or such third party that may own the Web Site Content displayed on the Web Site. ANY UNAUTHORIZED USE OF ANY OF THE WEB SITE CONTENT IS STRICTLY PROHIBITED. Unless your use of the Web Site Content is otherwise authorized in accordance with these Terms, requests to use the Web Site Content should be directed in the form of a general inquiry through the contact submission prompt on the Web Site's Contact page.

#### **4. Content You Submit to the Web Site**

The Web Site may provide you and other users with the opportunity to participate in forums, blogs, message boards, social networking, social communities and other communication functionality and may provide you with the opportunity, through such features or otherwise, to submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to the private entity that operates and owns this Web Site or the Web Site, including, without limitation, photographs, writings, music, video, audio recordings and/or computer graphics (collectively, "User Content").

You grant to the private entity that operates and owns this Web Site the unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty-free right and license to host, cache, store, use, copy, distribute, sell, re-sell, display, perform, publish, broadcast, transmit, modify, reformat, translate or otherwise exploit in any manner whatsoever, all or any portion of your User Content for any purpose whatsoever in all formats, on or through any media or medium now known or hereafter developed and with any technology or devices now known or hereafter developed. You further agree that the private entity that operates and owns this Web Site is free to use any ideas, concepts, know-how or techniques contained in any User Content you send to the Web Site or to the private entity that operates and owns this Web Site, for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products using such User Content. You also grant to the private entity that operates and owns this Web Site the right to sub-license and authorize others to exercise any of the rights granted to the private entity that operates and owns this Web Site under these Terms and any Additional Terms; and each such third party will be entitled to benefit from the rights and licenses granted to the private entity that operates and owns this Web Site under these Terms and any Additional Terms. You further authorize the private entity that operates and owns this Web Site to publish your User Content in a searchable format that may be accessed by users of the Web Site and the Internet.

You agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned. You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms and grant the private entity that operates and owns this Web Site these licenses. If the private entity that operates and owns this Web Site requests so, you will furnish the private entity that operates and owns this Web Site any documentation, substantiation or releases necessary to verify your compliance with these Terms and any Additional Terms.

You acknowledge and agree that the private entity that operates and owns this Web Site will not have any obligation to review, monitor, display, accept or exploit any User Content and the private entity that operates and owns this Web Site may, in its sole discretion, delete, move, re-format, edit, alter, distort, remove or refuse to exploit User Content without notice or liability. You will not receive any additional consideration or compensation for your User Content or for the private entity that operates and owns this Web Site's exploitation of your User Content. Except as prohibited by law, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE DOES NOT ENDORSE THE USER CONTENT, IS NOT RESPONSIBLE FOR THE USER CONTENT AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, PERSONS WHO MAY USE OR RELY ON SUCH USER CONTENT) FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY

KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY USER CONTENT PROVIDED THROUGH THIS WEB SITE.

## **5. Your Use Of The Web Site**

As a user of the Web Site, you agree that you will not:

- use the Web Site, the Web Site Content or the User Content for any unlawful purposes or submit User Content that constitutes, encourages or solicits an illegal act or is posted for illegal purposes;
- violate these Terms; any Additional Terms; or any local, state, federal or international law, rule or regulation;
- violate, misappropriate or infringe upon the private entity that operates and owns this Web Site 's rights or the rights of others, including, without limitation, by creating any derivative works based on the Web Site Content or submitting User Content that infringes upon, violates or misappropriates the intellectual property or publicity rights of others;
- act in a manner that is abusive; insulting; violent; harassing; unlawful; harmful; obscene; profane; vulgar; defamatory; disparaging; intimidating; degrading; threatening hateful; disparaging; defamatory; libelous; violent; threatening; tortious; sexually suggestive; or explicit or hateful on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- submit User Content that is false or misleading;
- submit User Content that solicits gambling or engages in any gambling activity;
- upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses or other material that interferes with any third party's uninterrupted use and enjoyment of the Web Site, the Web Site Content or the User Content or modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Web Site, the Web Site Content or the User Content;
- upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats, 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms");
- advertise, promote or offer to trade any goods or services, including, without limitation, through the use of junk e-mails, chain letters, "spamming," "phishing" or pyramid schemes;
- transmit any material or information, whether personally identifiable or not, posted by or concerning any third party, unless you have obtained the express, prior permission of such third party to do so;
- impersonate any other person or entity; misrepresent your affiliation with any other person or entity; or use or attempt to use another's account information, account, password or system;
- use or launch any automated system, including without limitation, any spider, robot (or "bot"), scraper or offline reader that accesses the Web Site or use or launch any unauthorized script;
- cover or obscure any banner or other advertisement on the Web Site;

- manipulate identifiers to disguise the source of your User Content transmitted to or through the Web Site; and
- interfere with or circumvent any security feature of the Web Site or any feature that restricts or enforces limitations on use of or access to the Web Site, the Web Site Content or the User Content.

## **6. Your Warranties**

You represent and warrant that: (i) you are not a minor and you have the legal right and capacity to enter into these Terms in your jurisdiction and to comply with these Terms and any Additional Terms or, if you are a minor, your parent or legal guardian has read and agreed to these Terms on your behalf; (ii) all information you provide to the private entity that operates and owns this Web Site is accurate and complete; and (iii) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms and any Additional Terms.

## **7. User Interactions and Disputes**

You are solely responsible for your interaction with other users of the Web Site, whether online or offline. The private entity that operates and owns this Web Site is not responsible or liable for the conduct of any user. The private entity that operates and owns this Web Site reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users.

## **8. Copyrights and Copyright Agents**

The private entity that operates and owns this Web Site respects the intellectual property of others and asks that Web Site users to do the same. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512, the private entity that operates and owns this Web Site has designated a copyright agent to receive notice of claims of copyright infringement on this Web Site. Please submit an inquiry on the Web Site's Contact page for copyright agent contact information.

If you believe that your work has been copied in a way that constitutes copyright infringement, upon notifying us by email, you will thereafter be asked to kindly provide the copyright agent with the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single Web Site are covered by a single notification, a representative list of such works at that Web Site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party such as an

address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The private entity that operates and owns this Web Site has a policy of terminating the accounts of users who (in exercising reasonable discretion on this issue) are repeat infringers.

## **9. Associated Press Content Restrictions**

Associated Press ("AP") text, photo, graphic, audio and/or video material ("AP Materials") shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither AP Materials nor any portion thereof may be stored in a computer except for personal and non-commercial use. The AP will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing.

## **10. Disclaimers/Limitations on Liability/Indemnity**

The private entity that operates and owns this Web Site and its parent company(ies) and its and their subsidiaries, divisions, affiliates, directors, officers, partners, agents and assigns ("Affiliates") make no representation or warranty whatsoever regarding the completeness, accuracy, timeliness or adequacy of any information, facts, views, opinions, statements or recommendations contained on the Web Site. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by the private entity that operates and owns this Web Site or its Affiliates.

The Internet may be subject to breaches of security. The private entity that operates and owns this Web Site nor its Affiliates are not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing the Web Site, the private entity that operates and owns this Web Site and its Affiliates any information or posting information to the Web Site. The private entity that operates and owns this Web Site and its Affiliates make no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Web Site. This Web Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THE WEB SITE, THE WEB SITE CONTENT AND THE USER CONTENT ARE MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE WEB SITE, THE WEB SITE CONTENT AND THE USER CONTENT.

YOU AGREE THAT THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE AND ITS AFFILIATES ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING IN ANY WAY FROM OR IN CONNECTION WITH: (I) THE WEB SITE, THE WEB SITE CONTENT OR THE USER CONTENT; (II) ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OR CONTENT OF THE WEB SITE; (III) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE, LAW ENFORCEMENT OR OTHER AUTHORITIES REGARDING YOUR USE OF THE WEB SITE, THE WEB SITE CONTENT OR THE USER CONTENT; (IV) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (V) THE CONDUCT, ACTIONS OR INACTIONS OF WEB SITE USERS OR YOUR INTERACTIONS OR RELATIONSHIPS WITH WEB SITE USERS, EVEN IF THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THE WEB SITE OR ITS RELATED INFORMATION OR PROGRAMS.

THE WEB SITE CONTAINS FACTS, OPINIONS, VIEWS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTY INDIVIDUALS AND ORGANIZATIONS. THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE DOES NOT REPRESENT OR ENDORSE THE ACCURACY, TIMELINESS OR RELIABILITY OF ANY FACTS, OPINIONS, VIEWS, STATEMENTS OR RECOMMENDATIONS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE WEB SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH FACTS, OPINIONS, VIEWS, STATEMENTS OR RECOMMENDATIONS IS AT YOUR SOLE RISK AND THAT NEITHER THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE NOR ITS AFFILIATES GIVE TAX, LEGAL OR INVESTMENT ADVICE OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. IN NO EVENT WILL THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE OR ITS AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. NOTWITHSTANDING ANY OTHER

PROVISION IN THESE TERMS, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN FIFTY DOLLARS (\$50). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

BY ACCESSING THIS WEB SITE, REGISTERING WITH THIS WEB SITE, ACCEPTING ANY INFORMATION FROM THIS WEB SITE OR SUBMITTING ANY INFORMATION TO THIS WEB SITE, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THESE TERMS OR ANY ADDITIONAL TERMS; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THE WEB SITE, THE WEB SITE CONTENT OR THE USER CONTENT; (D) YOUR USER CONTENT; (E) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (F) ANY MISREPRESENTATION MADE BY YOU; (G) ANY DISPUTE BETWEEN YOU AND ANOTHER USER OF THE WEB SITE; (H) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD; OR (I) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE 'S DEFENSE OF ANY CLAIM. THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE.

## **11. Linking/Framing Policy**

If you link to this Web Site, the private entity that operates and owns this Web Site requires that you follow these guidelines. The link to this Web Site must not damage, dilute or tarnish the goodwill associated with any name or names employed by the private entity that operates and owns this Web Site or its intellectual property, nor may the link create the false appearance that your web site or organization is sponsored by, endorsed by, affiliated or associated with the private entity that operates and owns this Web Site. You agree that you will not link to this Web Site from any source that is unlawful, abusive, indecent or obscene; that promotes violence or illegal acts; that contains



expressions of racism; that is libelous, defamatory, scandalous or inflammatory; or is otherwise inappropriate.

Under no circumstances may you "frame" the Web Site, the Web Site Content or the User Content in any way. The private entity that operates and owns this Web Site reserves the right, in its sole discretion, to terminate a link with any web site that it deems inappropriate or inconsistent with this Web Site, these Terms or any Additional Terms. Neither the private entity that operates and owns this Web Site nor its Affiliates are responsible for the content or performance of any portion of the Internet including other web sites to which this Web Site may be linked or from which this Web Site may be accessed. Users are requested to inform the private entity that operates and owns this Web Site of any errors or inappropriate material found on web sites to which this Web Site is or may be linked.

## **12. Third Parties**

Third party advertisers may offer goods, services and other materials to you on the Web Site. Your correspondence and business dealings with advertisers found on or through the Web Site including, but not limited to, the payment and delivery of goods and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the advertiser. You agree that the private entity that operates and owns this Web Site will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such goods, services and other materials on the Web Site.

Descriptions of, or references to, products or publications within the Web Site do not imply endorsement of that product or publication.

Your dealings or communications through the Web Site with any party other than the private entity that operates and owns this Web Site are solely between you and that third party. Under no circumstances will the Web Site, the private entity that operates and owns this Web Site and/or its Affiliates be liable for any goods, services, resources or content available through such third party dealings or communications, or for any harm related thereto. Please review carefully that third party's policies and practices and make sure you are comfortable with those policies and practices before you engage in any transaction. Any complaints, concerns or questions you may have relating to materials provided by third parties should be forwarded directly to the third party.

## **13. Membership & Registration**

Certain areas of the Web Site may require registration or may otherwise ask you to provide information to participate in certain features or access certain Web Site Content or User Content. The decision to provide this information is purely optional; however, if you elect not to provide such information, you may not be able to access certain Web Site Content or User Content or participate in certain features of the Web Site. When you provide information to the Web Site, you agree to provide only true, accurate, current and complete information.

If you register with the Web Site, you agree to accept responsibility for all activities that occur under your account or password, if any, and you agree you will not sell, transfer or assign your membership or any membership rights. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Web Site using your name in whole or in part. The private entity that operates and owns this Web Site reserves the right to terminate your account at this Web Site or otherwise deny access to this Web Site (or any portion thereof) in its sole discretion without notice and without liability.

#### **14. Fees & Payments**

The private entity that operates and owns this Web Site reserves the right at any time to charge fees for access to all or portions of the Web Site. However, in no event will you be charged for access to the Web Site unless the private entity that operates and owns this Web Site obtains your prior agreement to pay such charges. All fees and charges shall be billed to and paid for by you. You also will pay all applicable taxes.

#### **15. Promotions**

This Web Site may contain or offer sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable sweepstakes or promotion.

#### **16. Classifieds**

Acceptance of all advertising orders by the private entity that operates and owns this Web Site is expressly conditioned on and subject to the following terms and conditions as well as the other provisions of the Terms of Use, the [Submission Guidelines](#) and the [Privacy Policy](#). Submission of an ad via the online system does not constitute acceptance of, nor agreement to publish by the private entity that operates and owns this Web Site, the submitted material. All advertising on the Site or in any Web Site publications is subject to the private entity that operates and owns this Web Site's standards of acceptance, as well as its credit and billing policies and general procedures. In any event, the private entity that operates and owns this Web Site reserves the right to edit, decline and/or properly classify any advertisement. You agree that the private entity that operates and owns this Web Site's liability in relation to any act, omission, failure to publish, mistake, and/or error in the printing/publishing of any advertisement shall not exceed the amount paid for such advertisement; and in the event of an error shall, at the private entity that operates and owns this Web Site's option, be limited to the actual cost of the space occupied by the error. Such remedy shall be your sole remedy. UNDER NO CIRCUMSTANCES SHALL THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE NOR ITS AFFILIATES EVER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE

FORESEEABLE AND REGARDLESS OF WHETHER THE PRIVATE ENTITY THAT OPERATES AND OWNS THIS WEB SITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR ANY OTHER COSTS ARISING OUT OR RELATED TO ANY ACT, OMISSION, FAILURE TO PUBLISH, MISTAKE, AND/OR ERROR IN THE PRINTING/PUBLISHING OF ADVERTISING. The private entity that operates and owns this Web Site reserves the right to limit the amount of advertising, to edit, revise or reject any advertising copy, and to cancel any advertising at its sole discretion without notice or reason. You agree not to order any advertising through this Site that in any way is fraudulent or involves the sale or offer of anything illegal; that is false, inaccurate or misleading; that creates liability for the private entity that operates and owns this Web Site and its Affiliates; that violates any law, statute, ordinance, or regulation; that discriminates on the grounds of race, religion, national origin, gender, disability, age, marital status, sexual orientation, familial status, color, ancestry, source of income, housing status, or military discharge status; that is damaging, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, hateful, or invasive of another's privacy; that misrepresents you or any other person in any way; that infringes any party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; that is about, of, or concerning any person other than yourself or that contains or constitutes any spam, scam, or unsolicited promotional information. You agree to indemnify and hold the private entity that operates and owns this Web Site harmless from and against any and all liability, loss or expense (including reasonable attorneys fees and similar expenses) arising from any claims, including but not limited to, libel, unfair competition, unfair trade practices, plagiarism, infringement of trademark, trade names or patents, or copyrights or violation of rights of privacy resulting from publication by the private entity that operates and owns this Web Site of your advertisements.

In the event that the private entity that operates and owns this Web Site is required to seek legal remedies to recover fees and/or resolve disputes, you agree that the private entity that operates and owns this Web Site is entitled to recover all costs associated with such action by you, including but not limited to reasonable attorney's fees, collection and administrative costs, within the jurisdiction of the City & County of Honolulu in the State of Hawaii.

## **17. Location**

The private entity that operates and owns this Web Site operates the Web Site in the United States. Information contained on the Web Site may not be appropriate or available for use in other locations, and access to this Web Site from territories where the Web Site, Web Site Content or User Content may be illegal is prohibited. If you access the Web Site from other locations, you do so on your own initiative and you are solely responsible for compliance with applicable local laws. You may not use or export the Web Site, Web Site Content or User Content in violation of U.S. export laws and regulations. These Terms shall be construed and enforced in accordance with the laws of the State of Hawaii, without regard to its conflicts of law principles and will specifically not be governed by the United Nations Convention on Contracts for the International Sale of Goods, if otherwise applicable. Any cause of action filed by you with respect to these

Terms, any Additional Terms or your use of this Web Site must be filed in the City & County of Honolulu in the State of Hawaii within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause shall be forever barred.

### **18. Violations Of These Terms**

The private entity that operates and owns this Web Site will determine your compliance with these Terms and any Additional Terms in its sole discretion. Any violation of these Terms or any Additional Terms may result in restrictions on your access to all or part of the Web Site and may be referred to law enforcement authorities. No waiver of any of these Terms shall be of any force or effect unless made in writing and signed by a duly authorized officer of the private entity that operates and owns this Web Site. The private entity that operates and owns this Web Site reserves the right to modify or discontinue this Web Site, or any portion thereof, without notice to you or any third party. Upon termination of your membership or access to the Web Site, or upon demand by the private entity that operates and owns this Web Site, you must destroy all materials obtained from this Web Site and all related documentation and all copies and installations thereof. You are advised that the private entity that operates and owns this Web Site will aggressively enforce its rights to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution against you.

### **19. Miscellaneous**

If any provision of these Terms or any Additional Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms and any Additional Terms, which will remain in full force and effect. No waiver of any of these Terms or any Additional Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of the private entity that operates and owns this Web Site. The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

### **20. Contact Information**

For questions or comments regarding these Terms and/or the Web Site please submit your inquiry on the Contact page of the Web Site, or contact [Jordan.actor@gmail.com](mailto:Jordan.actor@gmail.com).

*These Terms were last updated on July 25, 2015.*