Rachelle Logan Media Terms of Use (Draft)

INTRODUCTION

These terms of use (the “Terms of Use”) are entered into by and between you and Rachelle Logan Media (the “Company” or “we”). This Website is owned and operated by the Company. Your access and use of this website: rachelleloganmedia.com (“the Website”) is governed by the Terms of Use to include any content, functionality, and services offered on the Website, whether as a guest or registered user.

Please read the rachelleloganmedia.com Terms of Use carefully before you begin to use the Website. Acceptance and Agreeance of the Terms of Use, bounds you to abide by these Terms of Use and the Website’s Privacy Policy. If you do not agree to these Terms of Use or the Privacy Policy, use of rachelleloganmedia.com is prohibited.

The Terms of Use will be updated when necessary, according to Company changes. All changes are effective immediately when posted by the Company. Upon changes to the Terms of Use, your acceptance of the changes is assumed by your continued use of the Website. It is your responsibility to acknowledge and agree to review the Terms of Use often to see new updates.

RESPONSIBLE USE AND CONDUCT

Through use of rachelleloganmedia.com, you will be able to access (“Resources”) to include information, resources, services, products, and tools, either directly or indirectly. This Terms of Use states you agree to use these Resources only for the purposes intended as permitted by (a) the terms of these Terms of Use, and (b) applicable laws, regulations and generally accepted online practices or guidelines. Furthermore, you agree not to use the Website and Resources:

* To violate in any way any applicable federal, state, local, or international law or regulation;
* To exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
* To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards defined below;
* To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
* To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);
* To access (or attempt to access) any of our Resources by any means other than through the means we provide, including through any automated, unethical or unconventional means; and
* To engage in any conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

* Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;
* Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
* Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
* Use any device, software, or routine that interferes with the proper working of the Website;
* Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
* Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
* Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and
* Otherwise attempt to interfere with the proper working of the Website.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

The Company reserves the right to withdraw or amend the Website, and any service or material provided on the Website, with sole discretion without notice. No liability exists on the Company for reasons surrounding the unavailability of the Website at any time or for any period. Restrictions to the Website may occur unannounced to users, including registered users. It is your responsibility to make arrangements to access the Website.

Information including identification, personal information and contact details may be requested when accessing Resources on the Website. This information will be required as part of the registration process or as part of your ability to use Resources. This Terms of Use signifies your agreement to provide accurate, correct and up to date information. The information you provide is confidential, and should be treated as such. You must not disclose your information, including usernames or passwords to any other person or entity. This Terms of Use signifies your account is personal to you and should not be provided to any other person with access to the Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. It is your responsibility to ensure that you exit from your account at the end of each session, and use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

The Company has the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

PRIVACY

Your privacy is a top priority. Our Privacy Policy is detailed thoroughly on how we collect, manage, process, secure, and store your private information. All information we collect on rachelleloganmedia.com is subject to our Privacy Policy and is included under the scope of the Terms of Use.

INTELLECTUAL PROPERTY

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Rachelle Logan Media, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Copying, reproduction, distribution, modification, creation derivative works of, public display, public performance, republishing, downloading, selling, storing, or transmitting any of the material on our Website unless you receive prior authorization by the Company. No right, title, or interest in or to the Website or any content on the Website is transferred to you. All rights not expressly granted are reserved by the Company.

USER CONTRIBUTIONS

Open communication tools may be provided on our Website, such as blog comments, blog posts, public chat, forums, message boards, personal profile, newsgroups, product ratings and reviews, various social media services, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website. All User Contributions must comply with the Content Standards set out below.

Any User Contributions posted to the Website are considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns a perpetual, royalty free, transferrable right and license throughout the world to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

You represent and warrant (i) Ownership and control of all rights to User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and (ii) your User Contributions do and will comply with these Terms of Use. You are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

The Company does not hold any responsibility or liability to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website. If we choose to remove any User Contribution, you hereby consent to such removal and consent to waive any claim against us.

MONITORING AND ENFORCEMENT

Rachelle Logan Media has the right to:

* Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
* Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company;
* Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
* Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and
* Terminate or suspend your access to all or part of the Website for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

This Terms of Use signifies you understand that generally we do not pre-screen or monitor the content posted by users of these Interactive Services. We cannot ensure prompt removal of objectionable material after it has been posted, and we are not responsible for any delay or failure in removing such content. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

CONTENT STANDARDS

These content standards (the “Content Standards”) apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

* Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, racist, inflammatory, or otherwise objectionable;
* Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
* Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
* Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy;
* Be likely to deceive any person;
* Promote any illegal activity, or advocate, promote, or assist any unlawful act;
* Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
* Contain any type of unauthorized or unsolicited advertising;
* Impersonate any person, or misrepresent your identity or affiliation with any person or organization, including any Company employee or representative; and
* Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available only for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. Any reliance you place on such information is strictly at your own risk. All liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents is disclaimed. This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by third parties.

LINKS FROM THE WEBSITE

Any links to other sites and resources provided by third parties, are provided for your convenience only. These links include links contained in advertisements, including banner advertisements and sponsored links. Rachelle Logan Media has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Deciding to access any of the third-party websites linked to this Website, is entirely your own risk and subject to the terms and conditions of use for such websites.

LIMITATION OF WARRANTIES

This Terms of Use signifies you understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. It is your responsibility for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

TERMINATION OF USE

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our Website and Resources with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected illegal, fraudulent, or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website’s content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms of Use. In such event, you shall provide us with such cooperation as is reasonably requested by us.

GOVERNING LAW AND JURISDICTION

This Website is controlled by Rachelle Logan Media located in the State of North Carolina, USA. It can be accessed by most countries around the world and although each country has laws that may differ from those of North Carolina, all matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina, in each case located in the City of Harrisburg and County of Cabarrus. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ARBITRATION

At Company’s sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying North Carolina law.

WAIVER

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

CONTACT INFORMATION

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

CONTACT INFORMATION

If you have any questions or comments about the Terms of Use as outlined above, you can contact us at:

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