

TERMS OF USE

Welcome to <https://papa-bear-adventures.com/>

These **Terms of Use** (hereinafter referred to as the “**Terms**” or “**Terms & Conditions**”) shall govern the relationship between **Papa Bear Adventures, LLC, an Oklahoma limited liability company, having its principal office at 10302 East 71st South #1123, Tulsa, OK 74133, United States** (hereinafter referred to the “**Company**” or “**us**” or “**our**” or “**we**”) and you (hereinafter referred to “**you**” or “**your**” or “**user(s)**”) and shall also govern your use of <https://papa-bear-adventures.com/> (hereinafter individually as well as collectively, referred to as the “**Website**” or “**Site**”) and/or our Facebook page “**Luke A Lewis**” (hereinafter referred to as the “**Facebook Page**”).

Additionally, how we collect, use, store, share and transmit your data is governed by our **Privacy Policy** statement and **Cookie Policy**. Please read these **Terms** carefully, as these, along with our **Privacy Policy** statement and **Cookie Policy** forms the entire agreement between us.

1. ACCEPTANCE OF THE TERMS OF USE

By accessing or using our Site, providing your personal data to us, or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time at the Website.
- ii. You are of **sound mind** and at least of such minimum **legal age** as per the laws of the State where you reside in order to form a binding contract with us. In case you are not of the age of majority as per the laws of the State that you reside in, then you must have the permission of your lawful guardian to access the website. In case you are under the age of 13, you are not allowed to use our website. Additionally, if you are in the EEA, you must be over the age required by the laws of your country to create an account or otherwise use the website, or we need to have obtained verifiable consent from your parent or legal guardian.
- iii. You have read, understood and consented to our **Privacy Policy** practices.

- iv. You understand that additional legal policies of Facebook/Meta will still be applicable on you when you use our Facebook page, namely, “**Luke A Lewis**”.
- v. **This website and our Facebook page contain certain product as well as service’s affiliate links. We may receive a commission if you make a purchase after clicking on any one of these links.**

2. ACCOUNTS, PASSWORDS AND SECURITY

- a) **Account Registration:** To access certain parts of the Site, you might be required to register and create an account on our Site. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself. As part of the registration process, you will create a password and an account.
- b) **Security:** You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.
- c) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, we may terminate your account and refuse current or future use of any or all of the services.

3. USE OF THE SITE, YOUR RIGHTS AND RESPONSIBILITIES

i. Allowed uses, your rights and responsibilities:

- a) **Directions of Use:** You must only use the Site and our services as per the directions provided.
- b) **Information:** Whenever prompted, you must provide us with the correct, accurate and updated information. This information will be processed in accordance to our **Privacy Policy** statement.
- c) **Do no share Confidential Information:** Please do not share any of your confidential information, trade secret, sensitive or proprietary information with us,

including without limitation any login credentials, bank account details, etc. We do not ask for such information.

- d) **Comments:** You must not publish or post any immoral or derogatory comments on any of our Facebook page posts or YouTube videos.
- e) **Material:** For the purposes of these Terms, “material” shall mean any text, video, sound material, content, images, ads, published on the Site or Facebook page, whether a copyright of Papa Bear Adventures, Luke A Lewis, its licensors, affiliate, or any third party. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the Site. You must not reproduce any part of the Site or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so.

ii. Restricted uses:

- a) You must not misuse or interfere with the Services or Site or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as permitted by law and as per the directions provided by us.
- b) You must not:
 - republish material from this Site or our Facebook page “**Luke A Lewis**”;
 - sell, rent or sub-license material from the Site or our Facebook page “**Luke A Lewis**”;
 - show any material from the Site or our Facebook page “**Luke A Lewis**” in public without our consent;
 - edit or otherwise modify any material on the Site or our Facebook page “**Luke A Lewis**” (other than editing your own information as per the method provided);
 - reproduce, duplicate, copy or otherwise exploit material on our Site or our Facebook page “**Luke A Lewis**” for a commercial purpose; or

- redistribute material from the Site or our Facebook page “**Luke A Lewis**”, except for content specifically and expressly made available for redistribution with our written consent and according to our terms;
 - infringe or violate our Intellectual Property Rights or Intellectual Property Rights of our licensors or any third party;
 - We reserve the right to restrict your access to any areas of our Site, or indeed our whole Site, at our discretion.
- c) You must not use our Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- d) You must not use our Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- e) You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Site, without our express written consent.

In case of your violation or non-compliance of any of the terms mentioned in this Terms of Use, we reserve the right to suspend or terminate your access to the Site or our Facebook page or group, at our sole discretion.

4. OWNERSHIP RIGHTS

Our Site, domain (<https://papa-bear-adventures.com/>), Facebook Page, its logos, its content, posts, blogs, videos, images, designs, trademarks, trade dress, trade name, ads, all of our services, features and functionalities, shall remain the sole property of the Company, and/or its licensors, as the case may be. Your use of or access to this Site or Facebook page or ads, shall not in any way transfer or assign to you any ownership or other proprietary rights in or to our Site, Facebook page, services, any content, designs, published by us or our licensors or third parties. This Site, and the Content, including but not limited to

the trademark, logo, copyright, design, layout, typography, underlying HTML, Java scripts, text, audio clips, video clips and graphics, and in the expression of the information contained herein, whether as a compilation or otherwise is protected by relevant Intellectual Property laws, rules and regulations. Trademarks, trade names and designs appearing on this Site are the exclusive property of, or are licensed to the Company and are protected. **No use of a trademark, trade dress, trade name or design appearing on this Site or our Facebook Page may be made without the prior written permission of the Company.**

5. PRIVACY

In order to see what data we collect and how we use or store or share such data, please refer to the detailed **Privacy Policy** statement available on our Site. *In respect to the data or information that you submit on Facebook page, the [privacy policy](#) of Facebook/Meta shall also be applicable on how they handle your data and information.*

6. AFFILIATE DISCLAIMER

This site as well as our Facebook page contains certain product and service affiliate links. We may receive a commission if you make a purchase after clicking on any one of these links. We are not affiliated with the third-parties whose products or services are advertised by us in any manner whatsoever. We do our best to keep things fair and balanced in order to assist you in making the best decision for you. However, as the Site might contain links to third-party websites, products and services, and such third-party links are not under our control, and we are not responsible for any third-party links, products or services. Company provides access to these third-party links only as a convenience to you, and does not always review, approve, monitor, endorse, warrant, or make any representations with respect to third-party links. You shall use all third-party links, and purchase all third-party products or services at your own risk, and should apply a suitable level of caution and discretion in doing so. Whenever you click on such links, you are taken to such third-party website, and you get out of the jurisdiction of our Site. Therefore, you shall be governed by the terms, privacy policy and other policies of such third-party websites and we suggest that you read those policies. **In case of any damage due to such action of third-party links, or their products or services, we shall not be responsible.**

7. GENERAL DISCLAIMER

The Site, ads and all of our content or services, are provided on an “**as-is**” and “**as available**” basis, and Company (and our directors, licensors and affiliates) expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of quality, suitability, financial gain, safety, accuracy, reliability, completeness, timeliness, performance, merchantability, or fitness for a particular purpose of the same. We make no warranty that the products or services of third-parties that we advertise or promote will meet your expectations, will benefit you, will not harm you, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, complete, or safe. We are not responsible for your actions in life, whether you take them based on any of the content shared by us, or based on the services of any third-party that we promote or advertise. The ads or materials appearing on our website or Facebook page or YouTube videos could include technical, typographical, or photographic errors. We do not warrant that any of the materials on its web site or advertisement are accurate, complete, or current. We or our third-party advertisers may make changes to the materials at any time without notice. You must avail the products or services of third-parties at your own risk.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall Company (or our members, employees, licensors or affiliates) be liable to you or any third party for any costs of procurement of substitute services, financial loss, business loss, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms, or your use of our services, or affiliate products/services/ads even if Company has been advised of the possibility of such damages. Access to, and use of, the Site, our videos, and our services is at your own discretion and risk, and you will be solely responsible for any damage to your person or property.

9. LEGAL ACTION

If you are found to be degrading, tarnishing, maligning the image, goodwill or reputation of **Papa Bear Adventures, LLC**, or **Luke A Lewis**, by spreading hate, insulting, false, fake reviews or engaging in mala fide actions against the above, strong legal actions will be taken immediately.

10. INDEMNITY

You acknowledge to defend, indemnify and hold Company, its owners, affiliates, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as “**Indemnified Party**”) harmless from and against any claim, disputes, fine, liability, demand or expense, including reasonable attorneys’ fees, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right;
- b) Your wrongful or improper use of our services;
- c) Your violation of any applicable laws, rules or regulations;
- d) Your violation of these Terms or any other policy of Company as associated with our services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- i. **Governing Law:** The Terms and any dispute arising from the same will be governed by applicable laws of the **State of Oklahoma (USA)**.
- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it exclusively before the appropriate State or Federal courts located in the **Tulsa County, Oklahoma (USA)**.

12. DMCA

Pursuant to **Title II** of the **DMCA**, all claims alleging copyright infringement for material or content that you believe to be residing on our website (<https://papa-bear-adventures.com/>) should be promptly sent in the form of written notice to our designated agent.

a) Designated Agent (the “DMCA Agent”) for DMCA Notices:

- **Name:** Luke Lewis
- **Designation:** Owner
- **Email:** Support@Papa-Bear-Adventures.com
- **Postal:** 10302 East 71st South #1123, Tulsa, OK 74133, United States

***Note:-** You may not send other notices or communications to the DMCA Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA.*

b) Filing a DMCA Notice:

Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

- Signature of copyright owner or person authorized to act on behalf of the owner;
- Identification of copyrighted work claimed to be infringed;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient for us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party (address, phone number and, if available, email address);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
- 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 the exclusive right allegedly being infringed.

There are substantial penalties for false claims (see 17 U.S.C. § 512(f) - providing sanctions for material misrepresentations of copyright infringement).

c) Repeat Infringer Policy:

Pursuant to Section 512 of the DMCA, it is our policy to terminate the account of any repeat copyright infringer in appropriate circumstances.

d) False Claim:

You could be liable for the punishment for perjury or such other legal recourse if you make false claim alleging copyright infringement.

13. NOTICES

When you use the Site or send emails to the Company, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this Site. Company will communicate with you by email or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to Support@Papa-Bear-Adventures.com.

14. MISCELLANEOUS

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.
- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iii. **Breach:** In case of any breach or threatened breach to the provisions of these Terms, we reserve the right to suspend your access to our Site or Facebook page, at our sole discretion.
- iv. **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.
- v. **Waiver:** Our failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms and nor shall any course of conduct between Company and you or any other party be deemed to modify any provision of these Terms.
- vi. **Survival:** Notwithstanding any other provisions of these Terms of Use, or any general legal principles to the contrary, any provision of these Terms of Use that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms of Use, for any reason whatsoever.

- vii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.
- viii. **No Assignment:** You may not assign these Terms of Use (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of Company, which may be withheld at Company's sole discretion. Any attempted assignment that does not comply with these Terms of Use shall be null and void.
- ix. **Entire Agreement:** The **Terms**, our **Privacy Policy**, **Cookie Policy**, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire agreement between Company and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our Site.
- x. **Force Majeure:** Company, its directors or employees, and its affiliates will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, power failures, suspension of electricity, internet or phone services, and government-imposed lockdowns or similar restrictions.
- xi. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Site after any amendments to the Terms shall constitute your acceptance to such amendments.

15. GRIEVANCE OFFICER/DESIGNATED REPRESENTATIVE

In the event you have any grievance regarding anything related to these **Terms or Privacy Policy or Cookie Policy**, or with any content or service of Company, in that case you may freely write your concerns to the Grievance Officer/Designated Officer at:

- **Name:** Luke Lewis
- **Designation:** Owner

- **Email:** Support@Papa-Bear-Adventures.com
- **Postal:** 10302 East 71st South #1123, Tulsa, OK 74133, United States

16. FEEDBACK AND INFORMATION

We welcome your questions or comments regarding the Terms. You can write to us via email:

Support@Papa-Bear-Adventures.com.

Last updated on **February 04, 2023**