

Terms & Conditions

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6. If you send comments or suggestions about the Site to the Company, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Company. No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

7. The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However no system whether or not password protected can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

8. The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use. By using the Site, you signify your acceptance of the Company's Privacy Policy, <https://storage.googleapis.com/msgsndr/pxYYb8IGLbI8p9vaia62/media/64f110cb6f4803c819fea06c.pdf>. If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.

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COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY MAY, IN ITS SOLE DISCRETION, REFUND THE INITIAL FEE CHARGED FOR ANY USE OF THE SITE AND/OR ANY CONTENT OR A PRO-RATA PORTION THEREOF CONSISTENT WITH THE COMPANY'S REFUND POLICY. THE COMPANY SHALL REFUSE ANY REFUND THIRTY (30) DAYS AFTER YOUR PAYMENT FOR USE OF THE SITE AND/OR ANY CONTENT, EITHER PURSUANT TO THE COMPANY'S CUSTOMER LICENSE AGREEMENT OR OTHERWISE, REGARDLESS OF THE REASON FOR DISRUPTION.

11. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, EQUIPMENT, INFORMATION OR DATA, LOSS OF PROFITS, REVENUE OR GOODWILL, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS FOR SERVICE INTERRUPTIONS OR TRANSMISSION PROBLEMS, OCCASIONED BY ANY DEFECT IN THE SITE, THE CONTENT, AND/OR RELATED MATERIALS, THE INABILITY TO USE SERVICES PROVIDED HEREUNDER OR ANY OTHER CAUSE WHATSOEVER WITH RESPECT THERETO, REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

12. You agree to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

13. The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

14. This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Horry County, South Carolina. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

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