

TERMS OF USE

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AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Sarah’s Love, Inc. (“company”, “we”, “us”, or “our”), concerning your access to and use of the <https://www.sarahzlove.com> website. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all these Terms of Use. IF YOU DO NOT AGREE WITH THESE TERMS OF USE THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE IMMEDIATELY. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the revised Terms of Use are posted.

The information provided on the Site is not intended for distribution or to use by any person or entity in any jurisdiction or country where such distribution or use contrary to the law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Person under 18 are not permitted to use or register for the Site.

INTELLECTUAL PROPERTY

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “content”) and the trademarks, the logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition law of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account password. We reserve the right to remove, reclaim, or change a username you select we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
2. Use the Site to advertise or offer to sell goods and services.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.

4. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
5. Make improper use of our support services or submit false reports of abuse or misconduct.
6. Interfere with, disrupt, or create an undue burden on the Site.
7. Attempt to impersonate another user or person or use the username of another user.
8. Sell or otherwise transfer your profile.
9. Use any information obtained from the site in order to harass, abuse, or harm another person.
10. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
11. Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
12. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
13. Use the Site in manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS

This Site may invite you chat, contribute or participate in blogs, message boards, online forums and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, publish, or broadcast content on the Site, including but not limited to text, writings, video, photographs, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any contributions you transmit may be treated as non-confidential and non-proprietary. When you create and make available any Contributions, you thereby represent and warrant that:

1. You are the creator and owner of or have the necessary license, rights, consent releases, and permissions to use and to authorize us, the Site and other users of the Site to your Contributions in any manner contemplated by the Site and the Terms of Use.
 2. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable person to enable inclusion and use of your Contributions in any manner contemplated by the Site and the Terms of Use.
 3. Your Contributions are not false, inaccurate or misleading.
 4. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes chain letters, spam, mass mailings, or other forms of solicitation.
 5. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
 6. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
 7. your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
 8. Your Contributions do not violate any applicable law, regulation, or rule.
 9. your Contributions do not violate the privacy or publicity of any third party.
 10. Your Contributions do not contain any materials that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
 11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
 12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
 13. Your Contributions do not otherwise violate, or link to material that violates, any provisions of these Terms of Use, or any applicable law or regulation.
 14. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, or database without written permission from us.
- Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any Submissions.

THIRD PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites of the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Website or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you resulting in any way from Third-Party Content or any contact with Third-Party Websites.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violation of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any materials available on or through the Site infringes upon any copyright you own or control, please contact us immediately. The person who posted or stored the material will be notified. Please be advised that pursuant to the applicable law you may be held liable for damages if you make material misrepresentation. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of a third party, even you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, OR COVENANT IN THESE TERMS OF USE OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION ON THE SITE. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OF INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of a third party, even you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND CHANGES

We reserve the right to change, modify, or remove contents from the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We will not be liable to you or any third party for any modification or change on the Site.

GOVERNING LAW

These terms shall be governed by and defined by the laws of ----- Sarah's Love, Inc. and yourself irrevocable consent that the courts of-----shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

You agree to irrevocably submit all disputes related to Terms or the relationship established by this Agreement to the jurisdiction of the-----courts. Sarah's love, Inc. shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the country you reside or, if these terms are entered into in the course of your trade or profession, the state of your principal place of business.

CORRECTIONS

There may be information on the Site that contains typographical errors, omissions or inaccuracies. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information on the Site at any time, without prior notice.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our partners, and employees from, and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in the terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USE OF DATA

We will maintain certain data that you transmit to the Site for the purposes of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Term of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute the Terms of Use.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Sarah's Love, Inc.

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