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Usage Terms

Terms Acceptance:

Inscriptures LLC (“Inscriptures”, "us", "we", or "our") provides that the Inscriptures website (referred to as the “Site”) is subject to your compliance with the following Usage Terms ("UT"), as well as any other agreement(s) between us and you.

We reserve the right to change these terms in our sole discretion from time to time with or without notice to you. All changes are effective immediately when we post them and/or allow access to or use of them thereafter. You acknowledge and agree that it is your responsibility to periodically review the Terms. Your continued use of this Site after any such modification will constitute acknowledgement and acceptance of any such modified terms.

As used in these Terms, references to our “Affiliates” include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Offerings available on this Site.

You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Offerings. You agree that the Offerings available on this Site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS, PLEASE CEASE USE OF THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE OR THESE TERMS IS TO CEASE USING THE SITE.

Services Explanation

Inscriptures provides you access to variegated resources in its online properties: including product examples, product wireframes, communication resources and product information (collectively "Services"). The Services -including any enhancements, updates, novel functions, and/or the addition of any new Web properties - are subject to the UT.

Individual and Non-Commercial Use Limitations

Unless otherwise specified, the Services herein are for your individual and non-commercial use. You are not permitted to duplicate, alter, transfer, disseminate, display, reproduce, imitate, perform, license, publish, make derivative works from, transmit, market, or vend any products, services, artwork, graphics, descriptions, demonstrations, software, or products obtained from the Services.

User-Created Content Guidelines

Your use of the Site is subject to all applicable laws and regulations. You are solely responsible for any comments or posts you leave on the Site. By posting information on the Site, or by otherwise using any communications service, message board, newsgroup, or other interactive service available on the Site, you agree that you will not post comments, messages, links, code or other information that is obscene, profane, or in conflict with mission of the Company and theme of the Site.

No Endorsement:

Company neither endorses nor assumes any liability for any material uploaded or submitted by users on any part of the Site. Although we do not pre-screen, police or monitor comments/content posted on the Site, we and our agents reserve the right to remove any and all postings that we determine are noncompliant with these Terms and any other rules of user conduct for our Site, or are otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such postings.

Third-Party Sites and Information:

This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

You agree:

To solely post and send material and messages that are **proper** and - when applicable - **relevant** to the use of the Services.

You will not:

- **Post, publish, disseminate, distribute or upload** any material, topic, information or name that is defamatory, obscene, profane, indecent, unlawful, inappropriate, profane, defamatory, or obscene
- **Download** from another user any file where it is unlawful to display, distribute reproduce and/or perform.
- **Upload** files containing corrupted files, cancelbots, worms, time bombs, Trojan horses, **viruses**, or similar programs or software that could potentially damage or alter data, another property, operation, or computer.
- **Upload** or enable availability to property or files containing software, audio, images, photographs, or other **material protected by intellectual property laws**, unless you own or control the rights thereto or have received all necessary consent from the party or entity owning such rights.
- **Use any material** - including information, images, sound, or photographs – within the Services in any means **infringing party's proprietary rights: including trade secrets, trademarks, or patents.**
- **Breach the legal rights** – especially rights of publicity and privacy – **of others:** including stalking, defaming, threatening, harassing, nor abusing.
- **Perform unauthorized business activities** - unless the Service specifically allows such messages – **including: advertising**, offering to buy, or offering to sell goods or services.
- **Collect others' information**, including directories of users or e-mail addresses.
- **Tamper with any information concerning copyright management.**
- **Supply any duplicative or inappropriate messages within** the Service **including:** spamming, surveys, chain letters, or junk email.
- **Identity yourself fraudulently to mislead others.**
- **Restrict** or hinder the use and/or enjoyment of the Service by others.
- **Breach any applicable laws or regulations.**

Specific Services may have additional limitations on the above usage.

We are not obliged to monitor said Services, but maintain rights to:

- **Observe and remove any communication through the Service.**
- **Terminate your access to any or all communication features of the Service.**

Users are advised to be careful about publishing any identifying personal content, as Inscriptures disclaims and does not endorse nor manage any Service content.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other Inscriptures users. We reserve the right but have no obligation to monitor disputes between you and other Users. Inscriptures shall have no liability for your interactions with other Users, or for any User's action or inaction.

Inscriptures Intellectual Property

1. **Content.**

For purposes of these Terms, "content" is defined as any information, communications, software, published works, photos, video, graphics, music, sounds, or other material that can be viewed by users on our Site and is owned by Inscriptures or its Affiliates.

2. **Ownership of Content.**

By accepting these Terms, you agree that all content presented to you on this Site is protected by any and all intellectual property and/or other proprietary rights available within the United States, and is the sole property of Inscriptures or its Affiliates.

3. The following are trademarks of Inscriptures Inc. or its Affiliates: all custom graphics, icons, logos and service names are trademarks or service marks of Inscriptures. or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Company Inc. or its Affiliates.

4. **Limitations on Use of Content.**

Except for a single copy made for personal use, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any content from this Site in any form or by any means whatsoever without prior written permission from us. Any unauthorized use of Site content violates our intellectual property interests and could result in criminal or civil penalties.

5. **No Warranty for Third-Party Infringement.**

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

Content You Create

1. **Your Intellectual Property Rights.**

Subject to our Privacy Policy (<http://inscriptures.net/>) any communication or material that you transmit to this Site or to us, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary user content (“User Content”). While you retain all rights to the User Content, you grant us (including our employees and Affiliates), a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the User Content for any purpose whatsoever, regardless of the form or medium in which it is used.

2. We respect the intellectual property rights of others, and we ask you to do the same. In instances where we are notified of alleged infringing Company or User Content through our Designated Agent, a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c). We may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification.

3. If you believe that you or someone else’s copyright has been infringed by Company- or User Content provided on this Site, you (or the owner or rights holder, collectively, “Rights Holder”) should send notification to our Designated Agent immediately. Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere on this Site is intended as a substitute for qualified legal advice. To file a Notice of infringing material, we ask that the Rights Holder provide the following information:
 - a) identification of the copyrighted work(s) claimed to have been infringed
 - b) identification of the allegedly infringing material that is to be removed, and information reasonably sufficient to permit Us and the owner of the User Content to locate the material;
 - c) contact information reasonably sufficient to permit Us to contact the complaining party, such as an address, telephone number, and/or email address;
 - d) 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;
 - e) 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; and
 - f) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notice may be sent to:

By Mail:

Inscriptures, LLC

34 Buckingham Road
Cresskill, NJ 07626
United States

You also acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may temporarily or permanently remove the identified materials from our site without liability to you or any other party.

4. Counter-Notification.

If material that you have posted to our Site has been taken down, you may file a counter-notification that contains the following details:

- a) The material alleged to be infringing, including its location;
- b) A statement by you declaring under penalty of perjury that you have a good-faith belief that the material at issue was either misidentified or mistakenly removed;
- c) contact information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or email address;
- d) A statement that you consent to the jurisdiction of the Federal District Court of the State of New Jersey, and that you accept service of process from the person who provided the complaint set forth above; and
- e) submit your signature or a person authorized to act on your behalf, physical or electronic.

Counter-Notice may be sent to:

By Mail:

Inscriptures, LLC
34 Buckingham Road
Cresskill, NJ 07626
United States

5. Confidential Information.

As stated above, all communications sent by you to us will be treated as non-confidential and non-proprietary (subject to our Privacy Policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by the Company and will not be returned to you.

Privacy & Security

You agree that all information you provide to this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our *Privacy Policy*, (<http://inscriptions.net/>), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

1. Passwords & Security.

If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities under your account. Therefore, you must take

reasonable steps to ensure that others do not gain access to your password and account. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should 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.

We have the right to disable any user name, 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.

2. Disclosure to Third Parties.

You hereby grant us the right to disclose to third parties certain Registration Info about you, including but not limited to your name, age, sex, contact information, and employment status.

Disclaimer

ALL CONTENT ON THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT WILL BE EFFECTIVE, ACCURATE OR RELIABLE.

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THE USE OF THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR

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WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ADDITION OF A PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

Limitation of Liability & Indemnification

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Termination of Use

You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

International Use

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Service, and/or information made in connection with this Site is void where prohibited.

Governing Law

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto, shall be governed and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of the U.S. District Court for the District of Delaware with respect to such matters controlled by that court.

Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [insert web address], if by email, or to our address at Inscriptures LLC, [Address], if by conventional mail. You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

No Resale Right

You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site, beyond the limited rights granted to you under the 'content you create' section of these Terms.

Savings Clause

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the

original intentions of the parties, and the remaining portions shall remain in full force and effect.

No Waiver

Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Merger Clause

These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.