

## Website Terms of Use

### **Agreement between user and <http://thechazzellisproject.com>**

Welcome to <http://thechazzellisproject.com>. The <http://thechazzellisproject.com> website (the "Site") is comprised of various web pages operated by TheChazzEllisProject ("TheChazzEllisProject"). <http://thechazzellisproject.com> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <http://thechazzellisproject.com> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<http://thechazzellisproject.com> is a E-commerce Site

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### **Privacy**

Your use of <http://thechazzellisproject.com> is subject to TheChazzEllisProject's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting <http://thechazzellisproject.com> or sending emails to TheChazzEllisProject constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that TheChazzEllisProject is not responsible for third party access to your account that results from theft or misappropriation of your account. TheChazzEllisProject and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

TheChazzEllisProject does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <http://thechazzellisproject.com> only with permission of a parent or guardian.

### **Subscriber Warranties, Rights, Representations, Restrictions, And Obligations.**

Subject to these Terms of Service, Subscriber will be granted a limited, non-exclusive, revocable, non-transferable, and non-sublicenseable right to access that portion of the Subscription Website applicable to the Subscription type. By agreeing to grant such access, the Company does not obligate itself to maintain the Website, or to maintain it in its present form. The Company may upgrade, modify, change or enhance the Services and convert a Subscriber to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to

Subscriber's use of the Services and on reasonable prior notice to Subscriber (unless the change is of critical business importance or outside the Company's control, in which case the Company will explain the reason for the changes as soon as is reasonably practicable).

Subscriber agrees to abide by any rules or regulations that the Company publishes with respect to conduct of Subscribers and other users of the Website, which rules and regulations are hereby incorporated into these Terms of Service by this reference. The Company reserves the right to deny a Subscriber and/or an Authorized End User access to the Subscription Website if, in the Company's sole discretion, Subscriber and/or Authorized End User has failed to abide by these Terms of Service or appear likely to do so.

Subscriber accepts that the Company in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms of Service.

Subscriber promises, acknowledges, and agrees on behalf of itself and its Authorized End Users (in the case of Multi-User Subscriptions) that:

- i. Access privileges may not be transferred to any third-parties;
- ii. It will not access, store, distribute or transmit any Viruses;
- iii. It will comply with all applicable laws and regulations with respect to use of the Services;
- iv. It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;
- v. It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
- vi. It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof;
- vii. It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;
- viii. It is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Services;
- ix. It will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

If you are a Multi-User Subscriber, you promise to obtain any and all consents required by law, including, but not limited to, (i) consent to transfer personally identifiable information of your Authorized End Users, and your representatives, to the United States, if applicable, (ii) consent to compile reports as to usage of the Services by your Authorized End Users and provide such reports to you, and (iii) any other consents that may be required in order for us to provide the Services to you and your Authorized End Users. You promise to obtain necessary consents from all relevant bodies including Work Councils, from your Authorized End Users, from the parents

or legal guardians of your Authorized End Users (where necessary), and from other applicable individuals.

### **Fees and Payments**

- **Subscription Fee.** Subscriber agrees to pay the appropriate fee corresponding to the particular Services that it wishes to access for the applicable Subscription Term (“**Subscription Fee**”). The Company reserves the right to change the Subscription Fee with respect to a Renewal Term with prior written notification. Unless otherwise expressly stated, all fees are non-cancellable and non-refundable.
- **No Fee Trial.** If Subscriber cancels a No Fee Trial before it expires, Subscriber’s credit/debit card will not be charged. If Subscriber does not cancel before expiration of the No Fee Trial, Subscriber will automatically be enrolled in the appropriate membership (depending on Subscriber’s No Fee Trial sign-up choice), and Subscriber’s credit/debit card will be billed accordingly.
- **Payment Details.** Recurring charges are billed in advance of service. Subscriber agrees to provide the Company with valid, up-to-date and complete debit/credit card, contact and billing details. Subscriber further authorizes the Company to bill such debit/credit card on the Effective Date (and corresponding Renewal Dates, if appropriate) for the Subscription Fee due for the Subscription Term (and Renewal Term). If, for any reason, Subscriber’s credit/debit card company refuses to pay the amount billed for the Services, Subscriber agrees that Company may, at its option, suspend or terminate Subscriber’s subscription to the Services and require Subscriber to pay the overdue amount by other means acceptable to the Company. Company may charge a fee for reinstatement of suspended or terminated accounts. Subscriber agrees that until its subscription to the Services is properly terminated, it will continue to accrue charges for which it remains responsible, even if it does not use the Services. In the event legal action is necessary to collect on balances due, Subscriber agrees to reimburse the Company for all expenses incurred to recover sums due, including attorney fees and other legal expenses. Unless otherwise expressly stated, all fees are stated in United States dollars.
- **Taxes.** Subscriber is responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against the Company.

### **Term And Termination.**

#### **Term.**

**General Subscription.** Subscriber may subscribe to the Services for the applicable term of the specific Subscription commencing on the Effective Date (“**Initial Term**”). Thereafter, the Subscription will renew automatically on the corresponding anniversary date (“**Renewal Date**”) of the Effective Date (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Subscription Term**”), until Subscriber notifies Company of its intention not to renew prior to the end of the then-current term.

**No Fee Trial Subscription.** Subscriber may cancel a No Fee Trial at any time before it expires by following the relevant instructions. Continuance of the Subscription beyond the expiration of the No Fee Trial will incur the relevant fee.

**Termination.** The Company reserves the right to terminate or suspend access to all or any portion of the Services for violation or suspected violation of these Terms of Service.

**Effect of Termination.** Subscriber will have no further rights to access the Subscription Website. Termination will not affect the rights or liabilities of either party that accrued prior to termination.

**Individual Subscription Termination (applicable only to residents of a member country within the European Union).** If you are an Individual Subscriber who is a resident of a European Union member country, then in addition to any other rights under these Terms of Service, you may cancel any Subscription for any reason during the fourteen (14) day period from the Effective Date by sending written notice to the Company at askchazzquestions@gmail.com. If you do so, and with respect to any paying Subscription, Company may, but is not obligated to, charge you a proportionate amount of the Subscription Fee for the part of the Subscription that you have used.

#### **Links to third party sites/Third party services**

<http://thechazzellisproject.com> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of TheChazzEllisProject and TheChazzEllisProject is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. TheChazzEllisProject is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TheChazzEllisProject of the site or any association with its operators.

Certain services made available via <http://thechazzellisproject.com> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <http://thechazzellisproject.com> domain, you hereby acknowledge and consent that TheChazzEllisProject may share such information and data with any third party with whom TheChazzEllisProject has a contractual relationship to provide the requested product, service or functionality on behalf of <http://thechazzellisproject.com> users and customers.

#### **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use <http://thechazzellisproject.com> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to TheChazzEllisProject that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of TheChazzEllisProject

or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. TheChazzEllisProject content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of TheChazzEllisProject and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of TheChazzEllisProject or our licensors except as expressly authorized by these Terms.

### **Use of communication services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

TheChazzEllisProject has no obligation to monitor the Communication Services. However, TheChazzEllisProject reserves the right to review materials posted to a Communication Service

and to remove any materials in its sole discretion. TheChazzEllisProject reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

TheChazzEllisProject reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in TheChazzEllisProject's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. TheChazzEllisProject does not control or endorse the content, messages or information found in any Communication Service and, therefore, TheChazzEllisProject specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized TheChazzEllisProject spokespersons, and their views do not necessarily reflect those of TheChazzEllisProject.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials provided to <http://thechazzellisproject.com> or posted on any TheChazzEllisProject web page**

TheChazzEllisProject does not claim ownership of the materials you provide to <http://thechazzellisproject.com> (including feedback and suggestions) or post, upload, input or submit to any TheChazzEllisProject Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting TheChazzEllisProject, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. TheChazzEllisProject is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in TheChazzEllisProject's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **Third Party Accounts**

You will be able to connect your TheChazzEllisProject account to third party accounts. By connecting your TheChazzEllisProject account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in

accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by TheChazzEllisProject from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the TheChazzEllisProject Content accessed through <http://thechazzellisproject.com> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless TheChazzEllisProject, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. TheChazzEllisProject reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with TheChazzEllisProject in asserting any available defenses.

### **Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THECHAZZELLISPROJECT AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

THECHAZZELLISPROJECT AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

THECHAZZELLISPROJECT AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THECHAZZELLISPROJECT AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE

DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THECHAZZELLISPROJECT OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/access restriction**

TheChazzEllisProject reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and TheChazzEllisProject as a result of this agreement or use of the Site.

TheChazzEllisProject's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of TheChazzEllisProject's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by TheChazzEllisProject with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and TheChazzEllisProject with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and TheChazzEllisProject with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

TheChazzEllisProject reserves the right, in its sole discretion, to change the Terms under which <http://thechazzellisproject.com> is offered. The most current version of the Terms will supersede



all previous versions. TheChazzEllisProject encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

TheChazzEllisProject welcomes your questions or comments regarding the Terms:

TheChazzEllisProject

\_\_\_\_\_  
\_\_\_\_\_, Georgia \_\_\_\_\_

Email Address:

askchazzquestions@gmail.com

Effective as of September 14, 2016