

**My Memories LLC™**  
**Website Terms and Conditions**

This Agreement was last modified on May 25 2015.

**Terms and Conditions**

You must read these Terms and Conditions carefully and completely before using any of the sites operated by My Memories LLC, "MM", "us", "we", or "our"), including, but not limited to, mymemorieslive.com and any of their sub-domains ("the Sites"). This Agreement sets forth the legally binding terms and conditions that apply for your use of any of the Sites.

By accessing or using any of the Sites in any manner, including, but not limited to, visiting or browsing the Sites or contributing content or other materials to the Sites, you agree to be bound by these Terms and Conditions. If you do not accept these terms of use, do not use this Website. Your continued use of this site confirms your acceptance of all of these terms.

**Intellectual Property**

The Sites and their original content, features and functionality are owned by My Memories LLC and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

**Termination**

We may terminate your access to the Sites, without cause or notice, at our discretion, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

**Links To Other Sites**

Our Sites may contain links to third-party sites that are not owned or controlled by My Memories LLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services. You may not remove or obscure advertisements, the copyright notice or other notices on the Website and you agree to stop providing links to the Website if you are notified by Us. You may not use any robot, spider, deep-link, page-scrape or any other automated device to monitor or copy any Content from the Site.

Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. You acknowledge that We will not be party to any transaction, agreement or contract with a third party that You may enter into and We will not be liable to You in respect of any loss or damage which You may suffer by using links to and information from those websites.

We strongly advise you to read the terms and conditions and Privacy Policy of any third-party site that you visit, very carefully.

**Definitions**

- The term 'Forever' when used in marketing materials means for the life of the entity My Memories, LLC.
- The phrase '100% Advertisement Free' when used in marketing materials refers to that My Memories does not solicit other companies to advertise on the My Memories site. It is understood that My Memories may provide messages and banners that relate to services that My Memories offers.

**Limited License**

My Memories LLC grants you a non-exclusive, non-transferable, limited, worldwide, royalty free perpetual license to use the Sites in accordance with the terms of this Agreement. This license is provided free of

charge. The following content is excluded from the licensed content and may not be downloaded, used, copied or adapted by you using this License:

- Any underlying web services (which includes any software, documents and/or materials which underpin the Content).
- Any Content which we inform you is governed by different license terms;
- Any Content for which payment is required;
- Any advertisements or promotions by third parties; and
- Any Content which is identified as belonging to someone other than MM.
- Any material for which you have not obtained all necessary consents;
- Any material that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United States.

#### **Limitation Of Liability**

In no event shall My Memories LLC <sup>™</sup>, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for damages, direct or consequential, resulting from your use of the Sites, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses, including but not limited to attorney's fees, arising from your violation of any third-party's rights.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MM HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR LOSS, INJURY OR DAMAGE (DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL) ARISING OUT OF OR IN CONNECTION WITH USE OF THE SITE INCLUDING WITHOUT LIMITATION ANY AND ALL LIABILITY:**

- **RELATING TO THE ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, SUITABILITY, QUALITY, OWNERSHIP, NON-INFRINGEMENT, OPERATION, MERCHANTABILITY AND FITNESS FOR PURPOSE OF THE CONTENT;**
- **RELATING TO ITS WORK PROCURING, COMPILING, INTERPRETING, EDITING, REPORTING AND PUBLISHING THE CONTENT;**
- **RELATING TO ANY INTERRUPTION, FAILURE OR CESSATION OF OPERATION OR TRANSMISSION;**
- **RESULTING FROM ANY ACTS OR OMISSIONS OF ANY THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SITE;**
- **RESULTING FROM RELIANCE UPON, OPERATION OF, USE OF OR ACTIONS OR DECISIONS MADE ON THE BASIS OF, ANY FACTS, OPINIONS, IDEAS, INSTRUCTIONS, METHODS, OR PROCEDURES SET OUT ON THIS SITE;**
- **ARISING OUT OF OR RELATING TO THE MISUSE OF OR INAPPROPRIATE RELIANCE ON THE CONTENT OF THE SITE; AND**
- **RESULTING FROM ANY VIRUS, WORM, TROJAN, TIME-BOMBS, KEYSTROKE LOGGERS, SPYWARE, ADWARE OR ANY OTHER KIND OF MALWARE OR CONTAMINATION OF COMPUTING EQUIPMENT.**

**YOU SHOULD CARRY OUT YOUR OWN EVALUATION / VERIFICATION EXERCISE BEFORE CHOOSING TO RELY UPON ANY OF THE CONTENT IN ANY WAY.**

**THIS DOES NOT AFFECT MM's LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM MM's NEGLIGENCE, NOR MM's LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION, NOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

#### **Viruses, hacking and other offenses**

You must not misuse the Site by knowingly introducing (or transmitting data, sending or uploading any material that contains) viruses, Trojans, worms, time-bombs, keystroke loggers, spyware, adware, logic

bombs or other material, programs or similar computer code which is malicious, technologically harmful or designed to adversely affect the operation of any computer software or hardware of the Site.

You must not attempt to gain unauthorized access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack. In the event of such a breach, Your rights to use the Site will cease immediately. MM will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer

You acknowledge that you are solely responsible for any Information that you choose to disclose and make publicly accessible via the Site, and that under no circumstances will MM be liable in any way for the disclosure and public accessibility of such Information. You acknowledge that any information posted to publicly accessible areas may remain publicly accessible indefinitely.

In consideration of your continuing use of the Site, MM shall be entitled, without further obligation, to retain, disclose or otherwise use the Information for any purpose. Also, in consideration of your continuing use of the Site, you hereby assign all your interest in intellectual property rights in such information to MM as a continuing obligation, with full title guarantee for the full duration of such rights, wherever in the world where ever they are enforceable. You agree to execute all documents and assignments and do all such things necessary to ensure that MM is able to enjoy the benefits of the rights under this condition. You will not take any action prejudicial to the subsistence of the intellectual property rights in the Information and from any action prejudicial to the assignment pursuant to this condition.

### **Prohibited Use**

You may only use the Site for lawful purposes. You may not use the Site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent intent, purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

If you breach these Terms of Use, we will terminate any applicable licenses and/or block your IP address from accessing the Site and/or withdraw your right to use the Site (or any part of the Site), immediately. You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of these Terms of Use;
- not to access without authority, interfere with, damage or disrupt:
  - any part of the Site;
  - any equipment or network on which the Site is stored;
  - any software used in the provision of the Site; or
  - any equipment or network or software owned or used by any third party.

### **Changes to the Terms of Use**

MM shall have the right, at its sole discretion and at any time, to change or modify these Terms of Use. Any change shall be effective immediately upon posting to the Site. You are responsible for regularly reviewing these Terms of Use to obtain timely notice of any changes, as they are binding on you when published. **MM** will post a last amendment date at the bottom of this page to assist your review. Your continued use of this Site after such posting shall constitute your acceptance of these Terms of Use as modified. Some of the provisions in these Terms of Use may also be superseded by provisions or notices published elsewhere on the Site.

**Disclaimer**

MM endeavors to ensure that the site content is accurate and consistent. To the fullest extent permitted by applicable law, MM excludes all warranties or representations (express or implied) in respect of the Content.

**Warranty Disclaimer**

Your use of the Sites is at your sole risk. The Sites are provided on an "as is" and "as available" basis. The Sites are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. My Memories LLC™, its subsidiaries, affiliates, and its licensors do not warrant that a) the Sites will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Sites are free of viruses or other harmful components; or d) the results of using the Sites will meet your requirements.

Your continued use of the Site and Content is entirely at your own risk. MM makes no warranty, representation or guarantee that the Content is error free or fit for your intended use.

Any correspondence or business dealings with, or participation in promotions of, advertisers whose advertisements may be found on or through the Site, including payment and delivery of related goods or services, and any other terms or representations associated with such dealings, are solely between you and the relevant advertiser. MM does not endorse, recommend, or make any representations about any products or services provided by advertisers, if any. The presence of advertisements found on the Site, or the inclusion of the words alongside advertisements such as "official sponsor" or "partner" do not imply any exclusive arrangement between MM and such advertiser. To the fullest extent permitted by applicable law, you agree that MM shall not be liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site and/or any reliance placed by you on the completeness or accuracy of such advertising.

**Assignment**

You may not assign or delegate your rights or obligations under these Terms of Use without the prior written consent of MM.

**Severance**

If any provision of these Terms of Use (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms of Use, and the validity and enforceability of the other provisions of these Terms of Use shall not be affected.

**Waiver**

No failure or delay by MM to exercise any right, power or remedy will operate as a waiver of any of them nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

**Information about you and your visits to the Site**

MM processes information about you in accordance with MM's Privacy Policy. By using the Site you consent to such processing and you warrant that all data provided by you is accurate. MM has obligations under law, including the Freedom of Information legislation, to disclose information including confidential information held by us. MM will always endeavor to consult with you before making a decision to disclose confidential information held by us.

**Governing Law and Jurisdiction**

The Terms of Use and any and all claims, disputes or proceedings of any kind (whether relating to contractual or non-contractual obligations) arising out of or in connection with them shall adjudicated in the courts serving Maricopa County, governed by and construed in accordance with the laws of the State of Arizona.

**Contact Us**

If you have any questions about this Agreement, please contact us at [wecare@mymemorieslive.com](mailto:wecare@mymemorieslive.com).

Click here: \_\_\_\_\_

Date: \_\_\_\_\_ SSN: \_\_\_\_\_

Sign Here: \_\_\_\_\_

Print Name: \_\_\_\_\_