

**OURCHINASTORIES.COM**

**TERMS OF USE**

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**1. Acceptance of the Terms of Use**

The following terms and conditions (collectively, these "**Terms of Use**") govern your access to and use of our website, [www.ourchinastories.com](http://www.ourchinastories.com) (the "**Site**"), and any features, functionality, information or services (including content and material) made available by or on behalf of us through the Site (collectively, the "**Services**").

Please read these Terms of Use carefully before you start to use the Services. **By using any of the Services, or by clicking to accept or agree to the Terms of Use when and if this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, and our Privacy Policy which is incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site or any other Services.

By using the Services, you represent and warrant that you are of legal age to form a binding contract with us, have read these Terms of Use and agree to be legally bound by these Terms of Use. If you do not meet all of these requirements, you must not access or use any of the Services.

**2. Accessing the Services; Account Security**

We reserve the right to withdraw or amend the Services or any portion thereof at any time, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services to users. You are responsible for making all arrangements necessary for you to have access to the Services.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all such information you provide to us through the Services is correct, current and complete, and you further agree to update such information so that it remains correct, current and complete. You further agree that all information you provide to us through the Services (including any registration and account information) is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree not to provide any other person with access to the Services or portions thereof using any such user name, password or other security information chosen or provided to you. 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.

We have the right to disable any username, 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.

### **3. Intellectual Property Rights**

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No right, title or interest in or to Services or any content available through the Services is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **4. Prohibited Uses**

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to: (a) use the Services in any way that violates any applicable federal, state, local or international law or regulation (including any laws regarding the export of data or software to and from the United States of America or other countries); (b) use the Services for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (c) use the Services to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards (see Section 7 of these Terms of Use); (d) use the Services to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (e) use the Services to impersonate or attempt to impersonate us, another user or any other person or entity (including by using e-mail addresses associated with any of the foregoing); (f) use the Services to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or users of the Services or expose them to liability; (g) use the Services in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services; (h) use any robot, spider or other automatic device, process or means to access the Services for any purpose, including accessing, monitoring, copying, transmitting or

otherwise using any of the content on the Services; (i) use any manual process or means to access, monitor, copy, transmit or otherwise use the Services (including any content or material) for any unauthorized purpose; (j) use any device, software or routine that interferes with the proper working of the; (k) introduce any viruses, trojan horses, worms, logic bombs or other materials which are malicious or technologically harmful; (l) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, or any server, computer or database connected to, or used by us to provide, the Services; (m) reverse engineer, decompile, disassemble, decode or otherwise attempt to discover the source code, algorithms, architecture, structure or underlying technology of the Services; (n) use the Services for competitive or benchmarking analysis or for development of a competing product, service or offering; (o) attack the Services via a denial-of-service attack or a distributed denial-of-service attack; or (p) otherwise attempt to interfere with the proper working of the Services. You further agree not to engage or assist any person to take any action that would violate these Terms of Use.

## **5. User Contributions**

The Services may contain message boards, commenting features, chat rooms, personal web pages or profiles, forums, bulletin boards, messaging functions and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Services. All User Contributions must comply with the Content Standards (see Section 7 of these Terms of Use).

Any User Contribution you post to the Services will be considered non-confidential. By providing any User Contribution on the Services, you grant to us a non-exclusive, worldwide, irrevocable, perpetual right, royalty-free, fully transferable and sublicenseable (through multiple tiers) license to reproduce, display, distribute, modify, prepare derivative works of, and otherwise use the User Contribution. You represent and warrant that: (a) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and (b) all of your User Contributions do and will comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

## **6. Monitoring and Enforcement; Termination**

We have the right to: (a) remove or refuse to post any User Contributions for any or no reason in our sole discretion; (b) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards (see Section 7 of these Terms of Use), infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for us; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Services; and (e) terminate or suspend your access to all or part of the Services for any or no reason, including any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS

## A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Although we have the right to review all User Contributions and to decide, in our sole discretion, whether those User Contributions will be posted on the site, we may not always undertake to review material before it is posted, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **7. Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not: (a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, harmful to minors or otherwise objectionable; (b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy; (e) be likely to deceive any person; (f) promote any illegal activity, or advocate, promote or assist any unlawful act; (g) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; (h) impersonate any person, or misrepresent your identity or affiliation with any person or organization; or (i) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **8. Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe that any User Contributions violate your copyright, you may request removal of those materials (or access thereto) from the Services by submitting written notification to our DMCA Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following: (i) your physical or electronic signature; (ii) identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works; (iii) identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material; (iv) adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address); (v) a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law; (vi) a statement that the information in the written notice is accurate; and (vii) a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy, in appropriate circumstances, to disable and/or terminate the accounts of users who are repeat infringers. You may send DMCA Notices to our designated DMCA Agent: by mail, at 6514 Santolina Cove, Austin, Texas 78731, Attn: DMCA Agent; or, by email, at jenaheath@gmail.com.

### **9. Reliance on Information**

The information available on or through the Services is made available solely for general information purposes, and, in particular, is not intended to be a substitute for any professional advice.

We may update the information available on or through the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the information available on or through the Services may be out of date at any given time, and we are under no obligation to update such information.

ACCORDINGLY, YOU FURTHER ACKNOWLEDGE AND AGREE THAT: (A) ALL INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS PROVIDED ON "AS IS" BASIS WITH "ALL FAULTS"; (B) WE DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO (I) THE ACCURACY, COMPLETENESS, RELIABILITY, EFFECTIVENESS, USE, OR RESULTS OF USE OF ANY INFORMATION PRESENTED ON OR THROUGH THE SERVICES, OR (II) THE BUSINESS, PRODUCTS, SERVICES, OR OTHER OFFERINGS OF ANY PERSON, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT; AND (C) ANY RELIANCE ON OR USE OF ANY INFORMATION PRESENTED ON OR THROUGH THE SERVICES BY YOU IS DONE SO AT YOUR OWN RISK.

#### **10. Links to and from the Services and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Services may enable you to utilize certain social media features that allow you to: (a) link from your own or certain third-party websites to certain content on the Site; (b) send communications with certain content or links to certain content; (c) cause limited portions of content on the Site to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are offered. You understand and agree that by activating such social media features, certain information may be shared between the Services and the applicable social media site you have selected. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

The Services may contain links to or interactivity with other sites, resources and information (including advertisements, banner ads, sponsored links and social media features) provided by third parties (collectively, "**Third Party Sites**"). Links to or interactivity with these Third Party Sites are provided solely as a convenience to you, and the Third Party Sites are not a part of the Services. We do not operate, own or control the Third Party Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. You acknowledge and agree that your access to and use of the Third Party Sites is subject solely to the applicable terms and conditions of use (including privacy policies), if any, of the Third Party Sites. These Terms of Use (including our Privacy Policy) do not apply to any access to or use of any Third Party Sites by you. If you decide to access or use any Third Party Sites, you do so entirely at your own risk.

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#### **11. Information About You and Your Visits to the Services**

All information we collect in connection with your access to and use of the Services is subject to our Privacy Policy. By accessing or using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

#### **12. Geographic Restrictions**

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**15. Indemnification**

You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use and/or your access to or use of the Services, including your User Contributions, any use of the Services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

**16. Governing Law**

ALL MATTERS RELATING TO THE SERVICES AND THESE TERMS OF USE AND ANY DISPUTE OR CLAIM ARISING THEREFROM OR RELATED THERETO (IN EACH CASE, INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR OTHERWISE). ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL BE INSTITUTED EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES OR THE COURTS OF THE STATE OF TEXAS, IN EACH CASE, LOCATED IN AUSTIN, TEXAS, U.S.A.

YOU WAIVE ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION OVER YOU BY SUCH COURTS AND TO VENUE IN SUCH COURTS.

**17. Waiver and Severability; Interpretations**

No waiver by us of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Each instance in these Terms of Use of the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation." As used in these Terms of Use, the term "days" means calendar days, not business days, unless otherwise specified. All headings or section divisions contained in these Terms of Use are for reference purposes only and will not be construed to affect the meaning or interpretation of these Terms of Use.

**18. Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of any Services following the posting of revised Terms of Use means that you accept and agree to the change, so please check this page periodically for updates.

**19. Entire Agreement**

These Terms of Use, including our Privacy Policy, constitute the sole and entire agreement between you and us with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services

**20. Contact Us**

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