About Laggin Out Entertainment

lagginout.com **Terms of Use Agreement**

Lagginout.com allows members to create personal profiles in order to communicate online with other members. The service is operated by Laggin’ Out Entertainment, LLC ("lagginout.com"). By using Lagginout.com, you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member ("Member"). If you wish to become a Member, please read this Agreement and indicate your acceptance by registering as a Member.

This Agreement details the legally binding terms for use of the Website and your Membership with lagginout.com. Lagginout.com may modify this Agreement from time to time and you agree to be bound to any changes to this Agreement when you use the Service after any such modification is posted to the lagginout.com website. It is the responsibility of the Member to keep abreast of changes in this Agreement.

Lagginout.com reserves the right, in its sole discretion, to reject, or remove any posting by any Member, or to restrict, suspend, or terminate a Member's access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability.

**Eligibility.**

* Members must be 16 years of age or older and that they are eligible to enter into this Agreement.
* Members may only hold one account at a time.
* Members take full responsibility for the content they publish on lagginout.com.
* Members warrant that use of lagginout.com complies with all local laws and statutes.

**Term.**

This Agreement shall remain in full force and effect while you use lagginout.com. You may terminate your membership at any time, for any reason. Lagginout.com may terminate your membership at any time, for any reason. If lagginout.com terminates your Membership, you shall not be entitled to the refund of any unused portion of subscription or sponsorship fees. Even after membership is terminated, this Agreement will remain in effect, including sections 4, 5, 7, 9, 10, 11, 12, & 13.

**Non Commercial Use by Members.**

The Website is for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Lagginout.com. Appropriate legal action, including but without limitation, civil, criminal, and injunctive redress will be taken by lagginout.com for any illegal or unauthorized use of the Website.

Proprietary Rights in Content on lagginout.com. Lagginout.com owns and retains all proprietary rights in the Website and the Service. Except for that information which is in the public domain or for which you have been given written permission (either by letter or electronic mail), you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

**Content Posted using the Service.**

* 1. Lagginout.com may review and delete any content, messages, journals, blogs, videos, photos or profiles (collectively, "Content") that in the sole judgment of lagginout.com violate this Agreement or the general spirit of Lagginout.com.
  2. You are solely responsible for the Content that you publish on the Service or any material you send to other Members.
  3. By posting, publishing or otherwise providing Content to the Website, the Service or lagginout.com, you automatically grant to Lagginout.com, as well as represent and warrant that you have the right to grant to Lagginout.com, an irrevocable, perpetual, non-exclusive, free of charge, worldwide, fully transferrable and fully sub licensable license to use, copy, perform, display, create derivative works of, distribute and otherwise exploit such Content without liability or payment to you.
  4. By using the Service you agree not to transmit content that:
     1. promotes racism, hatred or physical harm of any kind against any group or individual;
     2. harasses or defames another person;
     3. contains or promotes "junk mail" or "spam";
     4. involves commercial activities and/or sales without lagginout.com's prior written consent such as giveaways or pyramid schemes.
     5. contains or provides information about an illegal or unauthorized copy of copyrighted work;
     6. displays pornographic material of any kind;
     7. provides material that exploits people under the age of 18 in a sexual or violent manner; or
     8. provides instructional information about illegal activities.

Even though all of this is strictly prohibited, lagginout.com does not guarantee the removal of these items and Members may be exposed to such items. You further waive Your right to any damages (from any party, including Lagginout.com) related to such exposure.

1. **Copyright Policy.**

Lagginout.com takes claims of copyright infringement seriously. Lagginout.com will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access thereto) from the Website by submitting written notification to lagginout.com's Copyright 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 Website, a representative list of such works; (iii) identification of the material you believe to be infringing in a sufficiently precise manner to allow lagginout.com to locate that material; (iv) adequate information by which lagginout.com 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 Website 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 lagginout.com's policy, in appropriate circumstances, to disable and/or terminate the accounts of users who are repeat infringers. You may send DMCA Notices to lagginout.com's designated Copyright Agent at

*Laggin’ Out Entertainment, Port Orange, FL 32129*

1. Member Disputes. You are solely responsible for your interactions with other lagginout.com Members.
2. Privacy. Lagginout.com maintains a Privacy Policy that governs all privacy issues in effect while using the Service. A copy of this Privacy Policy may be found on the Website.
3. Disclaimers. Lagginout.com is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service provided, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. Lagginout.com is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. Lagginout.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure ,theft or destruction or unauthorized access to, or alteration of, any user or Member communication. Lagginout.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or at any Website or combination thereof, including any injury or damage to users and/or Members or to any person's computer related to or resulting from participation or downloading materials in connection with the Website and/or in connection with the Service. Under no circumstances shall lagginout.com be responsible for any loss or damage, including personal injury or death, resulting from use of the Website or the Service or from any Content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and lagginout.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Lagginout.com cannot guarantee and does not promise any specific results from use of the Website and/or the Service. Lagginout.com does not guarantee the availability of the Service. No advice or information, whether oral or written, obtained by user from lagginout.com or through or from the service shall create any warranty not expressly stated herein.
4. Limitation on Liability. IN NO EVENT SHALL LAGGINOUT.COMBE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICE, EVEN IF LAGGINOUT.COMHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LAGGINOUT.COM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU TO LAGGINOUT.COMFOR THE SERVICE DURING THE TERM OF MEMBERSHIP.
5. Disputes. If there is any dispute about or involving the Website and/or the Service, by using the Website, you agree that any dispute shall be governed by the laws of the State of Texas without regard to conflict of law provisions and you agree to personal jurisdiction by and venue in the state and federal courts of the State of Florida, Volusia County.
6. Indemnity. You agree to indemnify and hold harmless lagginout.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.
7. Other. This Agreement is accepted upon your use of the Website and is further affirmed by you becoming a Member of the Service. This Agreement constitutes the entire agreement between you and lagginout.com regarding the use of the Website and/or the Service. You may not assign this Agreement, or any of your rights or obligations under this Agreement, without the express prior written consent of lagginout.com. Lagginout.com may assign this Agreement, and its rights or obligations under this Agreement, without or without notice to you. The failure of Lagginout.com to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Please contact us with any questions regarding this Agreement.