

Morseroom - Terms Of Use

Sep 2015

Please read the following document before using Morseroom's service :

1. Acceptance of Terms

Morseroom provides a collection of online resources and services (hereafter collectively referred to as the "Service") subject to the following Terms of Use ("Terms"). Please read these Terms carefully before using the Service. By using the Service in any way, you agree to completely comply with the Terms. Should you object to any portion of the Terms or become dissatisfied with the Service, or have any dispute with Morseroom, your only recourse is to discontinue use of the Service. If you do not agree to all of the Terms, you may not access the website/App or use the Service.

2. Modification of Terms

Morseroom reserves the right, at its sole discretion, to modify, change, or replace these Terms at any time. If Morseroom makes a meaningful modification to these Terms, Morseroom will notify you by posting an announcement on the website/blog. In good faith and sound reasoning, Morseroom's sole discretion will determine what constitutes a "meaningful modification." You are responsible for reviewing any modifications to these Terms. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications.

3. Content

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials or information posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such content ("Content") originated. Morseroom attempts to be as accurate as possible. However, Morseroom does not warrant that descriptions or other Content of this site/service is accurate, complete, reliable, current, or error-free. Specifically, you are solely responsible for all Content that you post, email or otherwise make available or receive via the Service. You may not post, distribute or transmit any copyrighted materials, trademarks or other proprietary information unless you own the rights or have permission from the owner. By submitting your Content and using the Service you represent and warrant that the Content you submit does not infringe, misappropriate or violate the intellectual property, publicity, privacy, or other rights of any party and your submission is not in violation of any applicable laws. If the Content is a listing, you warrant that you have a valid listing agreement with the owner of the advertised property. You agree not to provide any false or misleading Content and you will ensure that your submission is at all times complete and accurate. By submitting Content you are granting Morseroom a royalty-free, perpetual, irrevocable license, with the right to grant sublicenses, and to use, copy, modify, display, and distribute the Content. You waive any moral rights you may have with respect to such Content. You understand that the Content is distributed through third parties. During the submission process you have an opportunity to elect or opt out from distribution by Morseroom's distribution partners. You hereby agree to the terms of use and terms of service imposed by such third parties. Morseroom makes no assurances that such third parties will use, display or distribute your Content and is not liable with respect to the performance of such third parties. Additionally,

the Morseroom website, Content, and Service may contain links to websites independent of Morseroom, so Morseroom makes no guarantee as to the accuracy, completeness, or authenticity of the information contained in independent websites; you are responsible for visiting these websites at your own risk. You understand that Morseroom does not control, and is not responsible for Content made available through its Service. While Morseroom does monitor the Content, Morseroom does not guarantee the accuracy, quality or integrity of the Content. You acknowledge that you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You agree that you bear all risks associated with the use of any Content and that under no circumstances will Morseroom be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content. You may not disassemble, reverse engineer, distribute, license or create derivative works from any of the Content on the Service.

4. User Conduct

As a condition required for use of the Service, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Morseroom. By way of example, and not as a limitation, you agree not to use the Services to do any of the following:

1. Upload, post or otherwise transmit any Content that is threatening, abusive, defamatory, vulgar, hateful, infringing, obscene, offensive, pornographic, profane, or otherwise violates any law or right of any user or third party;
2. Publicly post personal or identifying information about another person without the express and explicit consent of that person;
3. Impersonate any person or entity, including, but not limited to, a Morseroom employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. Abuse, harass, threaten, impersonate or intimidate other Morseroom users;
5. Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or other private information from any Morseroom user;
6. Post Content that is false, deceptive, misleading, fraudulent, or not reasonably intended for use on the Service. Content may not be used for the explicit or implied use of lying to, scamming, stealing from, or otherwise taking advantage of any user of the Service or any third party;
7. Violate any laws in your jurisdiction (including but not limited to copyright laws), or advertises any illegal service or the sale of any items prohibited or restricted by applicable jurisdictional laws;
8. Any illegal or unauthorized purpose. You agree to comply with all local laws regarding online conduct and acceptable content, and laws regarding the transfer of new and used goods;

9. Post Content that violates the Fair Housing Act including, but not limited to, stating in any notice or advertisement for the sale or rental of any dwelling a discriminatory preference based on race, color, religion, nationality, religion, sex, familial status, or handicap;
10. Post Content that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, nationality, sex, age, or disability;
11. Submit stories or comments linking to affiliate programs, multi-level marketing schemes, sites/blogs repurposing existing stories, or off-topic content;
12. Collect or store personal data about other users for commercial or unlawful purposes;
13. Violate the terms of use of any distribution partner of Morseroom to whom your Content is distributed;
14. Upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality or violate the privacy of any computer software or hardware or telecommunications equipment;
15. Interfere with or disrupt the Service, servers, or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;

5. Limitations on the Service

Morseroom shall have the right to establish set limits concerning the use of the Service, including, but not limited to, the maximum number of days that Content will be retained and readily available on the Service, the maximum number of postings and the size of postings, email messages and other information transmitted or stored by the Service, and the frequency that you may access the Service. You agree that Morseroom has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Morseroom shall have the right, but not the obligation, in its sole discretion to refuse, delete, or move any Content for any reason with or without notice. Morseroom shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

6. Access to the Service

Morseroom grants you a limited, revocable, nonexclusive license to access the Service. Limitations of the license and the revocation of the license are subject to the sole discretion of Morseroom as determined by good faith and sound reasoning. Use of the Service beyond the purview of the license, or violation of these Terms, immediately terminates the license and the accompanied permissions.

7. Morseroom Privacy Policy

Morseroom's current privacy policy is located at <http://morseroom.com>, which is incorporated in these Terms by this reference.

8. Disclaimer of Warranties

You agree that use of the Morseroom website and the Service is entirely at your own risk. The Morseroom website and Service is provided on an "as available" basis, and does not have any warranties regarding availability, accessibility, or other use of the Service. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, Morseroom disclaims any warranties for the security, reliability, timeliness, accuracy, and performance of the Morseroom website and the Service. To the fullest extent permitted by law, Morseroom disclaims any warranties for Content transmitted on the website and the Service, or accessed through any links on the Morseroom website. To the fullest extent permitted by law, Morseroom disclaims any warranties for viruses or other damaging components in connection with the Morseroom website or the Service. Some jurisdictions do not allow for the disclaimer of implied warranties; in these jurisdictions, some of the aforementioned disclaimers that relate to implied warranties may not be applicable to you.

9. Limitations of Liability

Under no circumstances shall Morseroom be held liable for direct, indirect, special, consequential, or exemplary damages resulting in any way from your use of the Morseroom website or Service. This includes damages resulting from the misuse of the Morseroom website or Service, the inability to access the Morseroom website or Service, or the modification, suspension, or termination of the Morseroom website or Service. The aforementioned limitations shall also apply to damages incurred through other services or products received in any connection whatsoever with the Morseroom website or Service, including but not limited to advice, feedback, and outside links on the Morseroom website. All of these limitations shall apply to the fullest extent permitted by law. Some jurisdictions do not allow limitations of liability; in these jurisdictions, some of the aforementioned limitations of liability may not apply to you.

10. Indemnity

You agree to indemnify and hold Morseroom, its officers, employees, service providers, suppliers, vendors, subsidiaries, affiliates, and successors harmless from any liability, damage, or cost, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post, or make available through the Service, your use of the Service, your violation of the Terms, your breach of any of the representations and warranties herein, or your violation of any intellectual property or other rights of another person or entity.