# Dogezer Terms of Use

Last updated 03.01.2018

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Dogezer reserves the right to change or modify any of these Terms or any policy or guidelines of the Sites, at any time and in its sole discretion. If Dogezer makes changes to these Terms, we will provide notice of such changes, such as by posting a notice on the Sites or updating the "Last updated" date. Your continued use of our Sites following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms and applicable policies whenever you access the Sites and at least every thirty (30) days to make sure that you understand the terms and conditions that will apply to you and your use of the Sites. If you do not agree to the amended terms, you must stop using the Sites.

If you have any questions or comments regarding the use of the Sites, please contact the Dogezer.

## **Privacy Policy**

Please refer to our Privacy Policy for information on how the Dogezer collects, uses and discloses information from its users.

#### **Copyright and Limited License**

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## **Copyright Complaints**

If you believe that anything on the Sites infringes upon any copyright, which you own or control, you may file a notification of such infringement to the Dogezer

## E-Mail Address team@dogezer.com

You should note that if you knowingly misrepresent in your notification that the material or activity is infringement, you will be liable for any damages, including costs and attorneys' fees, incurred by Dogezer or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

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## Third-Party Products and Services

The Dogezer may provide or allow users to provide information about or links to third-party products or services on the Sites. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. The Dogezer is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non Dogezer advertisers or third-party information on the Sites.

#### Feedback

You acknowledge and agree that any questions, comments, suggestions, feedback, ideas, plans, notes, drawings, original or creative materials or other information or materials regarding the Sites, the Dogezer or the Dogezer's general products or services (but excluding any client information) (the "Feedback") that are provided by you in the form of email or other submissions to the Dogezer, or any postings on the Sites, are (as between you and the Dogezer) nonconfidential and shall become the sole property of the Dogezer. The Dogezer shall own, and you hereby assign to the Dogezer, all exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

#### User content and Interactive Services or Areas

The Sites may include interactive areas or services ("Interactive Areas"), such as forums, chat rooms or message boards, online hosting or storage services, or other areas or services in which you or other users create, post or store any content, messages, materials, data, information, text, music, sound, photos, video, graphics, applications, code or other items or materials on the Sites ("User content"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Sites any of the following:

- User content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- User content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international applicable law;
- User content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User content, you represent and warrant that you have the lawful right to distribute and reproduce such User content;
- User content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

- Viruses, corrupted data or other harmful, disruptive or destructive files; and
- User content that, in the sole judgment of the Dogezer, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Sites, or which may expose the Dogezer or its users to any harm or liability of any type.

You further agree that you are solely responsible for your conduct while on the Sites, and you agree that you will not do any of the following in connection with the Site or its users:

- Use the Site or the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or that could damage, disable, overburden or impair the functioning of the Site in any manner;
- Impersonate or post on behalf or any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Cheat or utilize unauthorized exploits in connection with the Service;
- Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;
- Send any unsolicited commercial messages;
- Use the Site or the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or
- Circumvent or attempt to circumvent any filtering, security measures or other features The Dogezer may from time to time adopt to protect the Sites, its users or third parties.

The Dogezer takes no responsibility and assumes no liability for any User content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is the Dogezer liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. Enforcement of the User content or conduct rules set forth in these Site Terms is solely at the Dogezer's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Sites will not contain any content that is prohibited by such rules. As a provider of interactive services, The Dogezer is not liable for any statements, representations or User content provided by its users in any public forum, personal home page or other Interactive Area. Although the Dogezer has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, the Dogezer reserves the right, and has absolute discretion, to remove, screen or edit any User content posted or stored on the Sites at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User content you post or store on the Sites at your sole cost and expense. Any use of the Interactive Areas or other portions of the Sites in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Sites.

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## Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Dogezer, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to the Dogezer.

#### Indemnification

You agree to defend, indemnify and hold harmless the Dogezer, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys fees) arising out of or related to any User content you post, store or otherwise transmit on or through the Sites or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against the Dogezer and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

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#### Modifications to the Sites

The Dogezer reserves the right to change any and all content contained in the Sites and to modify, suspend or discontinue the Sites or any Services offered through the Sites or any features or functionality of the Sites or the Services at any time without notice and without obligation or liability to you.

#### Applicable Law and Arbitration

These Site Terms and your use of the Sites shall be governed by and construed in accordance with the applicable law and agreements. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in independent arbitration court selected by the Dogezer and at the Dogezer discretion and choice and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

## Termination

Notwithstanding any of these Site Terms, the Dogezer reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites, and to block or prevent future your access to and use of the Sites.

# Severability

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

# **Questions & Contact Information**

Questions or comments about the Site may be directed to the Dogezer via email <a href="mailto:community@dogezer.com">community@dogezer.com</a>