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Additionally, by accessing and using our Entities, you agree to be bound by the terms found in our Privacy Policy which can be accessed by the following link.

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**SUBMISSIONS TO THE ENTITIES**

Thank you for advance for your submissions to the Entities. Any submission that LB deems inappropriate will be removed. We will not treat any communications as confidential unless we have agreed to a specific written confidentiality agreement. Further, you hereby waive all rights against us for any use or disclosure of any information submitted to us. Accordingly, submissions to the entities will be at your own risk and if you believe that discretion is advised when making submissions.

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The information, software, products and descriptions of services published on the Entities or a linked website may include inaccuracies or typographical errors, and LB specifically disclaims any liability for such inaccuracies or errors. LB does not warrant or represent that the content on the Entities is complete or up-to-date. LB is under no obligation to update the content on the Entities. LB may change the content on the Entities at any time without notice. LB may make improvements or changes to the Entities at any time.

**REGISTRATION AND PASSWORDS**

Registration may be required to use or access certain areas of the Website and to purchase any goods or services.  LB will handle all information received from you in connection with your registration in accordance with its Privacy Policy.

When you register, you agree that any information you provide is truthful and accurate, and complete.

Now or at various points in the future, some areas of the Website (including, but not limited to, forums, blogs, reviews or comment sections) will offer the ability for users to submit content to LB through web-based functions or via email.

If you submit content to us, you hereby provide us with a nonexclusive, worldwide, fully paid-up and royalty-free, perpetual, irrevocable and unlimited license to use, edit, distribute, perform, display, incorporate, sublicense, and create derivative works or all or any portion of your Submission in any way that we see fit and for any purpose whatsoever.

It is your exclusive obligation to maintain and control passwords to your account. You are exclusively responsible for all activities that occur in connection with your user name and password. You agree to immediately notify LB of any unauthorized uses of your user name and password or any other breaches of security. LB will not be liable for any loss or damages of any kind, under any legal theory, caused by your failure to comply with the foregoing security obligations or caused by any person to whom you grant access to your account.

**ENTITIES USE RESTRICTIONS**

You may use the Content only for your own non-commercial use to participate in the Entities or to place an order or purchase LB products or services. You agree not to change or delete any ownership notices from materials downloaded or printed from the Entities. You agree not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Intellectual Property or Content appearing on the Entities, including User Generated Content (defined below), without LB’s prior written consent, unless it is your own User Generated Content that you legally post on the Entities. You agree not to use any data mining, robots, scraping or similar data gathering methods. Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to you.

**FORUMS**

A “forum” means any message board, chat room, user review forum or other interactive service appearing on any of the Sites and includes both public boards and private folders. You must register in accordance with instructions that you will find on the Sites in order to contribute to any forum. You may not post on any forum, or send to any other forum user or our staff, any material that is abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, invades a person’s privacy, violates any intellectual or other property rights, or that would otherwise violate any law. You may not use any forum in a commercial manner. You may not post material that solicits funds, or that advertises or solicits goods or services. You may not post material known to be false. You may not post messages that contain stock touts. You may not post or transmit any information, software or other material that contains a virus or other harmful component. We are not responsible for material appearing in any forum on the Sites, except for material signed by one of our identified representatives. We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. We retain, however, the right to modify or remove messages or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable. We also reserve the right to edit materials for any other reason. Whether or not we modify or remove such material, users remain solely responsible for the content of their messages or postings. By posting on the Entities, you grant (or warrant that the owner of such rights has expressly granted) us and/or relevant affiliated companies the worldwide, perpetual, nonexclusive right to use your questions, comments, and postings, in their original or edited form, in television programs, books, articles, commentaries, or in any other medium now known or later developed. You also warrant that you own or otherwise control all of the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights of any third party. Additionally, you warrant that any “moral rights” in posted materials have been waived. You are not entitled to any compensation for any materials you may post on the Entities.

**ORDERS**

All orders placed through the Entities are subject to LB’s acceptance. This means that LB may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your credit card has already been charged for an order that is later cancelled, LB will issue you a refund.

**USER GENERATED CONTENT**

“User Generated Content” is communications, materials, information, data, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that you and/or other Entities users post or otherwise make available on or through the Entities, except to the extent the Content is owned by LB.

### MOBILE SERVICES

The Entities contains services and features that are available to certain mobile Devices. Your carrier’s normal rates and fees apply. Not all mobile services will work with all carriers or Devices. By using LB’s mobile services, you agree that we may communicate with you by electronic means to your mobile Device and that certain information about your use of these services may be shared with us. If you change or deactivate your mobile phone number, you must promptly update your account information to ensure that we don’t send your messages to a different person.

**NATURE OF THE ENTITIES**

LB may not have the resources to screen all content, and parents should screen the content prior to children’s viewing of the content. We cannot and do not make any guarantees for your results.

**CONFIDENTIALITY AND NON-COMPETE**

Users of the Entities agree that the tools, processes, strategies, materials and information presented on the Entities are copyrighted and proprietary, so users agrees not to record, duplicate, distribute, teach or train from our information in any manner whatsoever without our express written permission. Any unauthorized use or distribution of our Entities proprietary concepts, materials, and intellectual property by you or your representatives is prohibited and LB will pursue legal action and full damages if these terms are violated in order to protect its rights.

**INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless LB, its affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys’ fees, arising from or relating in any way to your User Generated Content, your use of Content, your use of the Entities, your conduct in connection with the Entities or with other Entities users, your submissions, or any violation of these Terms of Use, any law or the rights of any third party.

### WARRANTY DISCLAIMER

LB is not responsible or liable for any User Generated Content or other Content posted on the Entities or for any offensive, inaccurate, unlawful or objectionable content you may encounter on or through the Entities. The Entities, User Generated Content, Content, and the materials and products on these Entities are provided “AS IS” and without warranties of any kind. To the fullest extent permitted by law, LB disclaims all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. LB cannot guarantee and does not promise any specific results from use of the Entities. LB does not represent or warrant that the Entities will be uninterrupted or error-free, that any defects will be corrected, or that this Entities or the server that makes the Entities available are free of viruses or anything else harmful. To the fullest extent permitted by law, LB does not make any warranties or representations regarding the use of the materials or Content in the Entities in terms of their correctness, accuracy, adequacy, usefulness, reliability or otherwise. You understand and agree that you download or otherwise obtain Content at your own risk, and that you will be solely responsible for your use and any damage to your mobile Device, computer system or other Device in which you access the Entities, loss of data or other harm of any kind that may result. LB reserves the right to change any and all Content and other items used or contained in the Entities at any time without notice. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

**LIMITATION OF LIABILITY**

LB SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR ANY DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS ENTITIES OR THE CONTENT OF THE ENTITIES OR THE CONDUCT OF OTHER ENTITIES USERS (WHETHER ONLINE OR OFFLINE) OR ANY USER GENERATED CONTENT, EVEN IF LB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE ENTITIES. YOUR ONLY REMEDY AGAINST LB FOR USE OF THE ENTITIES OR ANY CONTENT IS TO STOP USING THE ENTITIES. THAT SAID, IF LB IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THIS ENTITIES OR ANY CONTENT, LB’s LIABILITY SHALL NOT EXCEED US $100.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**SEVERABILITY**

If any provision in these Terms of Use is held invalid, the remainder of these Terms of Use shall continue to be enforceable. If any provision in these Terms of Use is deemed unlawful, void or unenforceable, then that provision is deemed severable from these Terms of Use and the remaining provisions are still valid and enforceable.

**ARBITRATION AGREEMENT AND CLASS ACTION WAIVER**

**Any and all disputes or claims between you and LB arising out of, relating in any way to, or in connection with the Terms of Use, the Entities or your use of the Entities, or any material or services offered or distributed through the Entities (“Disputes”) shall be resolved exclusively by final, binding arbitration; except that you may bring a qualifying claim over a Dispute in a small claims court. By virtue of this Dispute Agreement (defined below), you and LB are each giving up the right to go to court and have a Dispute heard by a judge or jury (except as otherwise set forth in this section).** The provisions of this section shall constitute your and LB’s written agreement to arbitrate Disputes under the Federal Arbitration Act (“Dispute Agreement”). Any modification to this Agreement shall be in writing and signed by you and LB. The arbitration will be administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to its rules, including, without limitation, the AAA’s Supplementary Procedures for Consumer-Related Disputes, available at [http://www.adr.org](http://www.adr.org/) or by calling 800-778-7879. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award.

To begin an arbitration proceeding, you must comply with the limitations provision set forth in Section here and submit the Dispute by utilizing the forms available at [http://www.adr.org](http://www.adr.org/), and simultaneously sending a copy of the completed form to LB at the address above. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

**No Class Action Matters. We each agree that we shall bring any Dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that Disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions.**

Choice of Law and Forum; No Jury Trial. If for any reason a Dispute proceeds in court: (i) except with respect to a qualifying claim over a Dispute in a small claims court, you agree that any such Dispute may only be instituted in a state or federal court in Cook County, Illinois; (ii) you and LB irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes; (iii) you and LB agree that the Federal Arbitration Act, the AAA rules, applicable federal law and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern this Dispute Agreement and any Disputes; and (iv) you and LB agree to waive any right to a trial by jury.

 Injunctive Relief. Notwithstanding anything to the contrary in this Dispute Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to the infringement of a party’s intellectual property or any conduct that violates any section of the Terms of Service.

Time Limitations. If either of us wants to assert a Dispute against the other, the party with a Dispute must institute arbitration within one (1) year from the date the Dispute arose. Absent commencing the arbitration within one (1) year from the date the Dispute arose, the Dispute(s) will be forever barred.

**TERMINATION**

LB reserves the right in its sole discretion to terminate your account, delete your profile and any of your User Generated Content, and restrict your use of all or any part of the Entities for any or no reason, without notice, and without liability to you or anyone else. LB also reserves the right to block users from certain IP addresses or Device numbers and prevent access to the Entities. You understand and agree that some of your User Generated Content, such as that which is displayed outside your profile, in activity feeds, in other parts of the Entities, or on other Entities (e.g., Facebook, Twitter, Google, etc), may continue to appear on the Entities or on other Entities even after your User Generated Content is removed or your account is terminated. These Terms of Use remain in effect even after your account is terminated. The Terms of Use relating to Intellectual Property, Indemnification, User Interaction Disclaimer, Warranty Disclaimer, Limitation of Liability, Miscellaneous, Severability and terms that by their nature may survive termination shall survive any termination

**TRUE ORIGIN OF DIGITAL GOODS**

Under Florida law, this website may have to disclose its full name and contact information. Lauren Briddell \_\_\_\_.

**DESIGNATION OF COPYRIGHT AGENT**

If you are a copyright owner, or an agent thereof, and believe that any content on the Entities infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Designated Agent (as set forth below) with the following information in writing (see 17 U.S.C. § 512(c)(3) for further details):

* A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
* Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Entities are covered by a single notification, a representative list of such works on the Entities;
* Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
* Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if applicable, e-mail address;
* A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
* A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification of claimed infringement must be submitted to the following Designated Agent:

Name and Address of Designated Agent:

XXXXX

Email Address of Designated Agent: [**XXXX**](mailto:WebSupport@ascap.com)

If you believe that your content (which was removed or to which access was disabled) is non-infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to applicable law, to make such content available to ASCAP for use on the Entities, you may send a counter-notice containing the following information to our Copyright Agent:

* Your physical or electronic signature;
* Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
* A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
* Your name, address, telephone number and, if applicable, e-mail address, and a statement that you shall accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our Copyright Agent, LB may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or the User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at LB’s sole discretion.