

## Terms and Conditions

OrganicCharlotte: TERMS AND CONDITIONS: <http://www.organiccharlotte.jfi-art.com/legal/termsandconditions.pdf>

- A. THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF ORGANICCHARLOTTE (defined as "SERVICE or "SERVICES").
- B. Define "OrganicCharlotte" as a website design residing at jfi-art.com as a promotional website prepared for class WEB110 at Central Piedmont Community College in Mecklenburg County, North Carolina. All rights as defined apply to OrganicCharlotte and Central Piedmont Community College.
- C. By clicking or touching the "SUBMIT" button on our website and thus submitting comments to Organic-Charlotte, you agree that the same comments you have entered may be used by OrganicCharlotte as posts to the website containing commentary, opinions, etc. for our use and or further distribution at our discretion. By clicking or touching the "SUBMIT" button, you "AGREE" to these terms. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ORGANICCHARLOTTE AND GOVERNS YOUR USE OF THE ORGANICCHARLOTTE WEBSITE.
- D. If you do not agree to these terms, DO NOT CLICK "SUBMIT," and DO NOT USE OUR SERVICES.
- E. This Service is only available for individuals aged 13 years or older, unless you are under 13 years old and this service was required as a result of a request by an approved educational institution. If you are 13 or older, but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.
- F. This Service is available to you only in the United States, its territories, and possessions. You agree not to use or attempt to use the Service from outside these locations.
- G. Use of the Services requires compatible devices, Internet access, and certain software (with fees that may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use. The latest version of required software is recommended to access the Services and may be required for certain features. You agree that meeting these requirements, which may change from time to time, is your responsibility. OrganicCharlotte is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee that you can access the Services.
- H. All submissions to the site are considered to be final and may not be changed. Additional submissions may clarify positions, but each submission will be consisted a separate entity of intellectual property information.
- I. OrganicCharlotte is not responsible for typographic errors or for accuracy of information contained within the website content.
- J. You acknowledge and agree that all use of these Services is at your sole risk. To the extent permitted by law, OrganicCharlotte shall have no liability with respect to your use of the website, including the inability to access matched or uploaded content.
- K. Your use of the Services include the ability to submit and enter into agreements electronically. In order to access and retain your submissions of electronic information and records, you may be required to have certain hardware and software, which are your sole responsibility. OrganicCharlotte is not responsible for software or hardware, or damages to same, required in order to utilize it.
- L. **PRIVACY**  
The Service at OrganicCharlotte is subject to our use and privacy policies at our discretion. If you prefer that we do not collect and use information or opinions from your submissions in this manner, you should not submit information to our site.
1. Submitted commentary or opinions must be accompanied with a valid email addresses from which you will be contacted and must respond for review. Without legitimate responses from the sender (you), commentary will not be used in preparing our ratings systems.
  2. We do not disclose, distribute or sell any submitted names or e-mail addresses to third parties.
  3. We do not disclose, distribute or sell any submitted names or e-mail addresses to other senders.
  4. All commentaries or opinions are subject to editing without review by the sender.
  5. We do not publish any submitted commentary or opinions without our direct review and/or editing.
  6. Quotations used from commentaries or opinions will be indicated as such within quotations marks ("...").
  7. Names must be presented in full (first name + last name) with submitted commentary or opinions, but will be presented (if utilized and in general) with a first name and last name initial only. [e.g. the names, John Smith or Mary Smith would read as "John S." or "Mary S.".
- M. **CONTENT AVAILABILITY**  
OrganicCharlotte reserves the right to change content without notice. For further information or concerns about our content contact us.
- N. **SUBMISSIONS TO THE SERVICE**  
The OrganicCharlotte service may offer interactive features that allow you to submit materials (including links to third-party content) that may be made accessible and viewable by the public. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with your submission of any materials on OrganicCharlotte Service.
- You hereby grant OrganicCharlotte a worldwide, royalty-free, nonexclusive license to use such materials as part of the Service, and in relation to our products, without any compensation or obligation to you. OrganicCharlotte reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.
- OrganicCharlotte has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that OrganicCharlotte in its sole discretion deems appropriate, including, without limitation, termination hereunder or under our copyright.
- O. **THIRD-PARTY MATERIALS**  
Certain content and services available via OrganicCharlotte may include materials from third parties. OrganicCharlotte may provide links to third-party websites as a convenience to you. You agree that OrganicCharlotte is not responsible for examining or evaluating the content or accuracy and OrganicCharlotte does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other

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materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that OrganicCharlotte is not in any way responsible for any such use by you.

### P. OBJECTIONABLE MATERIAL

You understand that by using the OrganicCharlotte Service, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the OrganicCharlotte Service at your sole risk and OrganicCharlotte shall have no liability to you for material.

### Q. IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eyestrain during your use of the products offered through the Service, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort. A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including but not limited to while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before using the products offered through the Service if you have ever suffered these or similar symptoms, and stop using such products immediately and see a doctor if they occur during your use of such products. Parents should monitor their children's use of the products offered through the Service for signs of symptoms.

### R. INTELLECTUAL PROPERTY

You agree that the OrganicCharlotte Service, including but not limited to OrganicCharlotte content or products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Service, can contain proprietary information and material that is owned by others and/or their licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the OrganicCharlotte Service in compliance with this Agreement. No portion of the OrganicCharlotte Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, OrganicCharlotte and its licensors reserve the right to change, suspend, remove, or disable access to any content, or other materials comprising a part of the OrganicCharlotte Service at any time without notice. In no event will OrganicCharlotte be liable for making these changes. OrganicCharlotte may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

All copyrights in and to the OrganicCharlotte Service (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by OrganicCharlotte and/or its licensors, who reserve all their rights in law and equity.

THE USE ANY PART OF THE OrganicCharlotte SERVICE, EXCEPT FOR USE OF THE OrganicCharlotte SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

The OrganicCharlotte logo and other trademarks, service marks, graphics, and logos used in connection with the OrganicCharlotte are trademarks or registered trademarks of OrganicCharlotte and or jji-art.com. in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

### S. TERMINATION

If you fail, or OrganicCharlotte suspects that you have failed, to comply with any of the provisions of this Agreement, OrganicCharlotte, at its sole discretion, without notice to you may: (i) terminate this Agreement (or any part thereof).

OrganicCharlotte reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and OrganicCharlotte will not be liable to you or to any third party should it exercise such rights.

### T. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

ORGANICCHARLOTTE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME ORGANICCHARLOTTE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL ORGANICCHARLOTTE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THIS SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ITUNES SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ORGANICCHARLOTTE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

ORGANICCHARLOTTE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND ORGANICCHARLOTTE HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

ORGANICCHARLOTTE DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND ORGANICCHARLOTTE DISCLAIMS ANY LIABILITY RELATING THERETO. SOME PRODUCTS CAN BE DOWNLOADED ONLY ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM.

### U. WAIVER AND INDEMNITY

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BY USING THE ORGANICCHARLOTTE SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD ORGANICCHARLOTTE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY ORGANICCHARLOTTE AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM ORGANICCHARLOTTE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF ORGANICCHARLOTTE'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

### V. CHANGES

OrganicCharlotte reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Service will be deemed acceptance thereof.

### W. MISCELLANEOUS

This Agreement constitutes the entire agreement between you and OrganicCharlotte and governs your use of the Service, superseding any prior agreements between you and OrganicCharlotte. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. OrganicCharlotte's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. OrganicCharlotte will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The Service is operated by OrganicCharlotte from its location in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service. Your use of the OrganicCharlotte Service may also be subject to other laws. No OrganicCharlotte employee or agent has the authority to vary this Agreement.

OrganicCharlotte may notify you with respect to the Service by sending an email message to your email address or a letter via postal mail to your mailing address, or by a posting on the Service. Notices shall become effective immediately.

OrganicCharlotte reserves the right to take steps that OrganicCharlotte believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that OrganicCharlotte has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as OrganicCharlotte believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to OrganicCharlotte's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third-party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

**(Last edit: 23 November 2013: Terms and Conditions/OrganicCharlotte)**