

Celebrate Bham Terms of Website Use

Celebrate Bham, LLC (“Celebrate Bham”, “we”, “our”, or “us”) website (the “Website”) is provided by Celebrate Bham. By accessing and using the Website, you agree, without qualification or limitation, to be bound by and to comply with the Terms of Website Use of website use set forth herein (these “**Terms of Website Use**”). Please read these Terms of Website Use carefully before using the Website. If you do not agree to be bound by and comply with these Terms of Website Use, you are not permitted to use the Website. Any other rules or guidelines posted on the Website, including our Privacy Policy, are hereby incorporated by reference into these Terms of Website Use. Use of the Website and the content provided within the Website is subject to compliance with these Terms of Website Use.

Use of the Website

All content provided on the Website, including the text, graphics, layout, images, icons, logos, buttons, illustrations, video, audio and software is protected by copyright. As a user of the Website, we grant you a limited, nontransferable, nonsublicensable, nonexclusive, revocable and personal license to access and use the Website for informational purposes solely as permitted by these Terms of Website Use. Except for this limited license, we do not grant you any other rights or licenses with respect to the Website, and such rights and licenses are expressly reserved to us and our licensors.

Use of the contents of the Website is solely for your personal use. You may display or print copies of the content of the Website for such personal use. You must retain any proprietary and copyright notices on such copies. You may not reproduce, duplicate, copy, broadcast, transmit, distribute, modify, publish, publicly perform, reuse, sell, trade, display or exploit any of the contents of the Website for any public or commercial purpose except with the Celebrate Bham’s prior written consent or the consent of the owners of the materials. You may not create derivative works of any of the contents of the Website, reverse engineer any of the contents of the Website, or frame or otherwise use the contents in any other website. Except as expressly authorized by Celebrate Bham or the applicable licensor, you agree not to modify, rent, lease, loan, sell, trade, distribute, transmit, broadcast, publicly perform or create derivative works based on the Website, content on the Website, or the Website’s software, in whole or in part. We may revoke the license granted in this Section at any time, with or without notice and with or without cause.

While using the Website, and unless expressly authorized by Celebrate Bham or required by specific applicable law, you agree that you will **not** do the following:

- Violate any laws, third-party rights or these Terms of Website Use;
- Upload, submit, transmit or otherwise make available any unlawful, harmful, threatening, harassing, tortious, libelous, defamatory, obscene, indecent, inflammatory profane, hateful or racially, ethnically or otherwise objectionable material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law;
- Impersonate any individual or entity or falsely state or otherwise misrepresent your affiliation with any individual or entity;
- Upload, submit, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, submit, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party
- Manipulate or interfere, or attempt to manipulate or interfere, with the Website, the proper working of the Website, the content on the Website or any activities conducted on the Website;
- Circumvent, manipulate or otherwise attempt to breach any security features or authentication measures Celebrate Bham may use to prevent or restrict access to the Website or portions thereof;
- Upload or distribute any virus, Trojan horse, time bomb or other malicious code or technologies that may damage, interfere with or harm, or attempt to damage, interfere with or harm, the Website, the operation of the Website or the interests or property of its users;
- Use any robot, spider, scraper or other automated means to access or monitor the Website for any purpose;
- Use or access the Website in any way that we determine adversely affects the performance or function of the Website or any other computer systems or networks used by us;

- Take any action that imposes or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- Use the Website to send altered, deceptive or false source-identifying information; or
- Violate any of our or any third party's copyrights, trademarks or other proprietary rights.

You are responsible for obtaining access to the Website, and such access may involve third-party fees, such as internet service provider or airtime charges. You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Website.

You acknowledge and agree that we may access, preserve, and disclose communications if required to do so by law or in the good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms of Website Use; (iii) respond to any claims that any communication or content violates the rights of third parties; (iv) respond to your requests; or (v) protect the rights, property, or personal safety of Celebrate Bham, the Website's users or the public.

Submitting Content

As used in these Terms of Website Use, "User Content" is defined as any content that a user uploads, submits, makes available, or otherwise provides to the Website. Users retain their ownership and/or other applicable rights in User Content. Additionally, users retain ownership of all intellectual property submitted by the user to the Website. Celebrate Bham and/or applicable third parties retain ownership and/or other applicable rights in all content excluding User Content, and we do not claim ownership in any User Content.

However, by submitting User Content to the Website, you grant us a perpetual, irrevocable, nonexclusive, worldwide, royalty-free, sublicensable and transferable right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including in order to conform to the requirements of any networks, devices, services or media through which the Website is available), translate and create derivative works of such User Content. The rights you grant in this license are for the limited purpose of allowing us to operate the Website in accordance with its functionality, improve the Website and promote the Website, such as by using User Content in promotional or advertising materials for the Website, including but not limited to, social media accounts for the Website. The reference in this license to creating derivative works is not intended to give us a right to make substantive editorial changes or derivations.

By providing User Content to the Website, you further represent and warrant that you own all rights to such content and that such content does not infringe upon or otherwise violate the rights of any third party. You acknowledge that all User Content on the Website is the sole responsibility of the person from whom such content originated. You, and not Celebrate Bham, are entirely responsible for all User Content that you submit, upload or otherwise make available via the Website. We do not control the User Content submitted to the Website and do not guarantee the accuracy, integrity or quality of such User Content. Under no circumstances are we liable in any way for any User Content, including any errors or omissions in any User Content or any loss or damage of any kind incurred as a result of the use of any User Content posted, submitted, uploaded or otherwise made available via the Website. You agree that you must evaluate and bear all risks associated with the use of any User Content, including any reliance on the accuracy, completeness or usefulness of such User Content.

You acknowledge that Celebrate Bham and its designees shall have the right, but not the obligation (except as otherwise required by law), in its sole discretion, to pre-screen, refuse or remove any User Content that is available on the Website. Without limiting the foregoing, Celebrate Bham and its designees shall have the right to remove any User Content that violates these Terms of Website Use, infringes the rights of any third parties or is otherwise objectionable.

You acknowledge and agree that we may access, preserve and disclose User Content if required to do so by law or in the good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms of Website Use; (iii) respond to any claims that any User Content violates the rights of third parties; (iv) respond to your requests; or (v) protect the rights, property or personal safety of Celebrate Bham, the Website's users or the public.

Upon deletion of particular User Content from the Website by Celebrate Bham, Celebrate Bham agrees to make reasonable efforts to make such User Content inaccessible and cease use of it. However, you acknowledge and agree

that removed User Content may remain in caches or backups for a reasonable period of time. You also acknowledge and agree that copies of or references to the User Content may not be entirely removed.

Third-Party Content Providers & Links

Portions of the content and information provided on the Website have been compiled from or posted by third-party sources. We do not warrant the accuracy, timeliness or appropriateness for any particular purpose of any third-party content or content on an outside website. Moreover, inclusion on the Website of any third party, third-party content, including but not limited to, any third-party trademarks, or link to an outside website does not constitute any endorsement by us of the third party, any third-party content included on the Website, the third-party website, or any of the content, products or services provided by a third party on any linked websites. You agree that we are not responsible or liable for any content, products, services or other materials on or available from such third-party sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with use of or reliance on any such content, products, services, or other materials available on or through any such third-party website or resource.

Claims of Copyright Infringement

If you believe that the Website contains material which infringes upon your copyrighted work, or your intellectual property rights have been otherwise violated, please notify us by submitting the following information to the Website's designated copyright agent: Mary Colvert

A physical or electronic signature of the person authorized to act on behalf of the copyright owner;

- A description of the copyrighted work that you claim has been infringed upon;
- A description of the location on the Website of the work that you claim infringes the copyrighted work;
- Your contact information, including your address, telephone number and email address;
- A statement that you have a good faith belief that the use of the alleged infringing material is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the information submitted above is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf.

Submit the information above to the following designated copyright agent: celebratebham@gmail.com

Trademarks

You agree that all of our trademarks, trade names, service marks, other logos, brand features and product and service names are the property of Celebrate Bham (the "Marks"). Without Celebrate Bham's prior permission, as applicable, you agree not to display or use the Marks in any manner. Any third-party trademarks, trade names, service marks, other logos, brand features and product and service names used or referenced on this Website are and shall be the sole property of such third parties, and, unless expressly provided otherwise, such use or reference shall not indicate any sponsorship or endorsement of or affiliation with such third party.

Modifications to the Website

We retain the right to change the form and functionality of the Website with or without notice to you. We also retain the right to create limits on and related to use of the Website in our sole discretion at any time with or without notice. We may impose limits on the Website or aspects of the Website or restrict access to parts of or the entire Website without notice or liability. We may change, suspend or discontinue any parts of or the entire Website at any time, including the availability of any product, service, feature or content. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or any part thereof. Unless explicitly stated otherwise, any modifications to the current Website shall be subject to these Terms of Website Use.

Modifications to Terms of Website Use

We reserve the right to modify or amend these Terms of Website Use at any time by posting the updated Terms of Website Use on the Website. Please review these Terms of Website Use from time to time to ensure that you are aware of any changes. All amended terms shall automatically be effective after they are initially posted on the Website. These Terms of Website Use may not be otherwise amended except in a writing signed by you and an authorized representative of the Website. You are responsible for reviewing and becoming familiar with any modifications to these Terms of Website Use, and your continued use of the Website following such changes indicates your acceptance of such changes. If you do not agree to the modifications, you are not permitted to use the Website.

Termination

We may terminate, discontinue or suspend public access to the Website or parts thereof at any time, for any reason or no reason. Termination of the Website or any part thereof shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you may otherwise have to us or any third party. You agree that we shall not be liable to you or any third party for any termination of access to the Website or any part thereof pursuant to this Section. All provisions of these Terms of Website Use that by their nature should survive termination shall survive termination, including ownership provisions, warranty disclaimers and limitations of liability.

Warranty Disclaimer & Limitation of Liability

WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO OUR SERVICES, AND THE OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. FURTHER, WE CANNOT GUARANTEE THAT ALL INFORMATION ON THE WEBSITE WILL BE ACCURATE OR TIMELY AT ALL TIMES.

THE WEBSITE AND THE CONTENT INCLUDED ON THE WEBSITE ARE PROVIDED ON AN AS-IS AND AN AS-AVAILABLE BASIS, WITHOUT WARRANTY OF ANY KIND. ACCORDINGLY, WE EXPRESSLY EXCLUDE, AND YOU EXPRESSLY WAIVE, ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY AND ALL WARRANTIES FOR THE SECURITY, AVAILABILITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF CONTENT INCLUDED ON THE WEBSITE AND ANY WARRANTIES THAT YOUR USE OF THE WEBSITE AND THE CONTENT INCLUDED ON THE WEBSITE WILL BE UNINTERRUPTED OR VIRUS-FREE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU ON ACCOUNT OF YOUR USE OR MISUSE OF AND RELIANCE ON THE WEBSITE OR CONTENT CONTAINED ON THE WEBSITE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN FORESEEN). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF OR RELIANCE ON THE WEBSITE OR CONTENT CONTAINED ON THE WEBSITE OR FROM THE INTERRUPTION, SUSPENSION OR TERMINATION THEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY LOSS OF MONEY, PROFITS, REVENUE, DATA, USE, GOODWILL, REPUTATION OR OTHER INTANGIBLE LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY, INCLUDING DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT. THESE LIMITATIONS APPLY TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the disclaimer of warranties, the exclusion of damages or the limitation of liability, so such disclaimers, exclusions and limitations may not apply to you or may be limited in their applicability to you.

No advice or information, whether oral or written, obtained by you from us or through or from the Website shall create any warranty not expressly stated in these Terms of Website Use. You hereby waive any and all claims against

Celebrate Bham, and each of their respective directors, managers, officers, members, shareholders, agents, employees and licensors arising out of your use of the Website and the content included on the Website.

Indemnity

You agree to indemnify and hold harmless Celebrate Bham, and its respective directors, managers, officers, shareholders, members, agents, employees and licensors (the "Indemnified Parties") from any claim, suit, demand, liabilities, losses, settlement, judgment, damages, costs and expenses (including reasonable attorneys' fees) ("Claims") made by any third party due to or arising out of (i) your use or misuse of the Website, (ii) your connection to the Website, (iii) your violation of these Terms of Website Use, (iv) your violation of any law or the rights of a third party, or (v) content you submit, transmit or otherwise make available through the Website. The Indemnified Parties shall be entitled to participate in the defense of any such Claim without waiving or reducing any of your obligations under this Section. You shall also indemnify the Indemnified Parties for any expenses incurred in enforcing this Section.

Remedies

We reserve the right, without limiting any other remedies available to us, to take appropriate legal action for any illegal or unauthorized use of the Website.

Statute of Limitations

No claim shall be brought against us more than one (1) year after the earliest of (i) your last use of the Website, (ii) the date the claim arises or (iii) the termination of these Terms of Website Use. The foregoing time period shall not operate to extend any applicable statute of limitations on such claim.

Entire Agreement

These Terms of Website Use, as modified from time to time, set forth the entire and exclusive understanding and agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous understandings, representations, communications, undertakings or agreements, written or oral, between you and us regarding the subject matter hereof, including any prior version of these Terms of Website Use.

No Waiver

Our failure to act with respect to a breach by you or others or to exercise, in any way, any right provided for herein does not waive our right to act with respect to subsequent or similar breaches and shall not be deemed a waiver of any such right or further rights hereunder. We do not guarantee that we will take action against all breaches of these Terms of Website Use.

Assignment

These Terms of Website Use are not assignable, transferable or sublicensable by you, except with our prior written consent. We may assign these Terms of Website Use, in whole or in part, at any time, in our sole discretion, without your consent.

Notices

Except as expressly provided otherwise herein, any notice to us that is required or permitted by these Terms of Website Use shall be in writing and shall be deemed effective upon receipt when delivered in person or by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to: please email celebratebham@gmail.com to obtain address.

No Agency

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms of Website Use. You do not have any authority of any kind to bind us or the Website in any respect whatsoever.

Severability

If any provision of these Terms of Website Use is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Website Use shall otherwise remain enforceable and in full force and effect, and the remaining provisions shall be enforced.

Governing Law

These Terms of Website Use and any disputes arising out of or related to the Website shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without reference to its conflict of laws principles, and, by using the Website, you consent to the jurisdiction of the state and federal courts located in Shelby County, Alabama.

Headings

Headings are for reference purposes only and do not limit the scope or extent of such section.