

Inspirality Co. Inc. Terms of Use

These Terms of Use are entered into by and between you and Inspirality Co. Inc. (“**we**” or “**us**”). These Terms of Use, together with our Privacy Notice, [**LINK TO PRIVACY NOTICE**], set forth the terms and conditions (collectively, “**Terms**”) that apply to your access and use of our website, located at <https://koriburkholder.com/>, and our branded pages on social media services, (collectively, the “**Site**”). We may at times ask you to review and accept supplemental terms that apply to your interaction with a specific product or service.

By using or accessing the Site you agree to these Terms, as updated from time to time in accordance with Section 9 below. If you do not want to agree to these Terms, you must not access or use the Site.

These Terms state that any disputes between you and us must be resolved in small claims court.

1. Acceptance. To use the Site you must (i) be at least eighteen (18) years of age, or, if you are under 18 years of age but are at least 13 years old, you must use the Site with the consent of your parent or legal guardian; (ii) have not previously been suspended or removed from the Site; and (iii) use the Site in compliance with any and all applicable laws and regulations.

2. Prohibited Conduct. You agree not to:

- A. Use the Site for any illegal purpose, or in violation of any local, state, national, or international law;
- B. Violate or encourage others to violate our rights or the rights of third parties, including intellectual property rights;
- C. Post, or upload any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- D. Interfere in any way with security-related features of the Site;
- E. Interfere with the operation or any user’s enjoyment of the Site, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- F. Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission; or
- G. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without

permission, or falsifying your identity or any information about you, including age or date of birth.

3. Third Party Content. The Site may contain links to third party websites and services. We provide such links as a convenience, and do not control or endorse these websites and services. You acknowledge and agree that we have not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and are not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of any such third party websites or services.

4. Intellectual Property. This Site and its entire contents and features (including all information, software, text, images, video, audio and the design) are owned by us, our licensors, or other providers of such material and are protected by applicable United States and international copyright, trademark, patent, trade secret and other intellectual property laws. No materials from the Site may be copied, reproduced, republished, uploaded, posted, publicly displayed or performed, downloaded, transmitted, or distributed in any way without our express permission, except as may be required for you to access and view the Site.

You may not access or use this Site for any commercial purposes, or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Site. Any use of this Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws. We intend to vigorously enforce our rights, including our intellectual property rights. You acknowledge and agree that you relinquish all ownership rights in any ideas or suggestions that you submit to us through this Site.

Our name, the term Inspirality, and all related names, logos, product and service names, designs, and slogans are trademarks of us or our affiliates or licensors. You must not use such marks without our prior written permission.

5. User Content. This Site may contain message boards, forums, or bulletin boards that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Site.

By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You represent and warrant that (i) you own or otherwise have the right to grant the license granted above with respect to any content you post to the Site and (ii) all of your User Contributions will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you post, and you, not we, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

6. Copyright Infringement.

If you believe that your content has been used in a way that constitutes copyright infringement, you may contact our Designated Agent:

Kori Burkholder
Inspirality Co. Inc.
240 East 110th Street, New York, NY 10029
Phone: (929) 244-2119
Email: kori@inspirality.com

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. We have adopted and implemented a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of us or others.

7. Reliance on Information Posted. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Site, or by anyone who may be informed of any of the Site's contents.

8. Termination. If you violate these Terms, your permission to use our Site will automatically terminate. In addition, we, in our sole discretion, may suspend or terminate some or all of your access to the Site at any time, with or without notice to you.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. Furthermore, we have the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. We may also take any action with respect to any User Contribution that we deem necessary or appropriate, including if we believe, in our sole discretion, that such User Contribution infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for us. YOU WAIVE AND HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER US/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Modification of the Terms. We reserve the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of our Site. Such modifications and additional terms and conditions will be effective immediately upon notice. We will make reasonable efforts to notify you of any material changes to the Terms, including by posting a notice to our Site or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

10. Disclaimers of Warranties. OUR SITE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. Although we seek to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Site, and there may at times be inadvertent technical or factual errors or inaccuracies. YOUR USE OF THE SITE IS AT YOUR OWN RISK. We specifically (but without limitation) disclaim (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any damages that may result from your use of or access to our Site. We do not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through our Site.

11. Limitation of Liability. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations or the disclaimer of warranties in Section 10 may not apply to you.

12. Indemnification. You agree that you will be personally responsible for your use of our Site, and you agree to defend, indemnify, and hold us, our officers, directors, employees, consultants, affiliates, subsidiaries, and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys’ and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of our Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the

right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

13. Governing Law. These Terms are governed by the laws of the State of New York, without regard to conflict of law principles. Subject to Section 15 which provides that disputes are to be resolved in small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and we agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within New York County, New York, for the purpose of litigating all such disputes.

14. Geographic Restrictions. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

15. Dispute Resolution. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and we agree to resolve disputes in small claims court if a claim is within such court's jurisdiction, provided that such action may not be transferred, removed or appealed to a different court. Notwithstanding any of the above, you agree that either party may seek injunctive or other equitable relief in any state or federal court having jurisdiction to grant such relief in the event of actual or threatened infringement or misappropriation of intellectual property rights. You hereby expressly waive a trial by jury. You hereby agree not to participate in a class action for any claims covered by this agreement. This provision shall survive the termination of this agreement.

16. Modification of the Site. We reserve the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Site.

17. General.

- A. Entire Agreement. These Terms, together with the Privacy Notice, constitute the entire and exclusive understanding and agreement between you and us regarding your use of and access to the Site, and except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the parties.
- B. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- C. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

- D. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

18. Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

Last updated: November 20, 2019
