



# EVERYDAYESPO LLC

MULTIMEDIA & MARKETING

**LAST UPDATED: APRIL 1ST, 2019**

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## TERMS & CONDITIONS

This Website is operated by EveryDayEspo LLC. (hereinafter “**EveryDayEspo**”). These terms and conditions (“**Terms**”) govern your access to the EveryDayEspo website [www.everydayespo.com](http://www.everydayespo.com) (the “**Website**”).

Your access to and use of the Website is expressly conditioned on your compliance with these Terms. Certain features, Website or tools of the Website may be subject to additional guidelines, terms, or rules, which will be posted with those features and are a part of these Terms.

The term “you” shall refer to any person or entity who views, uses, accesses, browses or submits any content or material to the Website. The Website is offered to you conditioned on your acceptance without modification of Terms contained herein. Your use of the Website constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

**YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING, USING OR COMMUNICATING WITH USERS THROUGH THE WEBSITE, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE WEBSITE.**

## PRIVACY

Your use of the Website is subject to the EveryDayEspo Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices.

## **USE OF OUR WEBSITE**

EveryDayEspo is a multimedia & marketing company. This Website is used only to provide you with information about our products and services. Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice. We will not, and neither will any of our partners, be liable if for any reason our Website is unavailable at any time or for any period.

You must be thirteen (13) years or over in order to use EveryDayEspo and its Website. If you are over the age 13, but under the age of 18, then you should have a parent or guardian review and approve these Terms and Conditions on your behalf prior to you using the Website. EveryDayEspo does not knowingly collect, either online or offline, personal information from persons under the age of 13.

As a condition of EveryDayEspo providing the Website and Website available on it to you, you confirm that you will use the Website and the Website available for your personal, non-commercial use only.

## **LINKS TO THIRD PARTY WEBSITE/THIRD-PARTY WEBSITE**

The Website may contain links to other Website ("Linked Website"). The Linked Website are not under the control of EveryDayEspo and we are not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EveryDayEspo of the Website or any association with its operators.

Certain Website made available through the Website are delivered by third party Website and organizations. By using any product, service or functionality originating from the Website, you hereby acknowledge and consent that we may share such information and data with any third party with whom EveryDayEspo has a contractual relationship to provide the requested product, service or functionality on behalf of EveryDayEspo and customers.

## **THIRD PARTY ACCOUNTS**

You will be able to connect your EveryDayEspo account to third-party accounts. By connecting your EveryDayEspo account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on

those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

## **PROHIBITED USES**

Use of the Website is limited to the permitted uses expressly authorized by EveryDayEspo. The Website shall not be used in any way that:

- (1) Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- (2) is unlawful, fraudulent, or deceptive;
3. (3) uses technology or other means to access unauthorized content or non-public spaces;
4. (4) uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;
5. (5) attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
6. (6) attempts to damage, disable, overburden, or impair our servers or networks;
7. (7) attempts to gain unauthorized access to an EveryDayEspo computer network;
8. (8) attempts to gain unauthorized access to EveryDayEspo's user accounts;
9. (9) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
10. (10) violates these Terms in any manner; or
11. (11) fails to comply with applicable third-party terms and conditions or other third-party policies.

## **INTELLECTUAL PROPERTY RIGHTS**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these Terms. As a condition of your use of the Website, you warrant to EveryDayEspo that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of EveryDayEspo or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. EveryDayEspo content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the

content without the express written permission of EveryDayEspo and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of EveryDayEspo or our licensors except as expressly authorized by these Terms.

## **ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, charges and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel transactions if any information in the Website is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Website, except as required by law. No specified update or refresh date applied in the Website, should be taken to indicate that all information in the Website has been modified or updated.

## **RELIANCE ON INFORMATION POSTED**

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

## **INTERACTIONS WITH OTHER USERS**

You may provide information to be published or displayed (“**Posted**”) on the blog section of our Website (collectively, “**Comments**”). Your Comments are Posted and transmitted to others at your own risk. We cannot control the actions of third

parties with whom you may choose to share your Comments with. You are solely responsible for your interactions with other users of the Website. Please note that there are risks that may arise when dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on the Website. You are discouraged from publicly posting your telephone number or street address on the Website. Information posted to the Website by other users may be offensive, harmful or inaccurate, and in some cases, may be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through the Website.

## **ELECTRONIC COMMUNICATIONS**

Using the Website or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

## **TERMINATION OR MODIFICATION OF SERVICE**

We reserve the right to refuse registration, to suspend, block, prevent access to, cancel, or otherwise terminate your right to use the Website at any time, with or without cause, in our sole discretion and without prior notice to you. We may refuse to accept or may cancel any registration, whether or not the registration has been confirmed, for any or no reason, and without liability to you or anyone else. We also reserve the right to limit or prohibit all activity, including registrations that, in our sole judgment, appear to be malicious or unlawful. In the event of termination, your obligations under these Terms will continue.

## **LIMITATIONS OF LIABILITY**

The material displayed on our Website and any content you may access or download is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, EveryDayEspo, hereby expressly excludes:

1. (1) All conditions, warranties and other terms which might otherwise be implied by statute, common law or equity.
2. (2) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any Website linked to it and any materials posted on it, including, but not limited to, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, or loss of data.

EVERYDAYESPO AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. EVERYDAYESPO AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT.

## **INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EVERYDAYESPO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTIES, FOR ANY LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE

ATTORNEY'S FEES) RELATING TO OR ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE WEBSITE OR SERVICES, ANY USER POSTINGS MADE BY YOU, YOUR VIOLATION OF THESE TERMS OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR YOUR VIOLATION OF ANY APPLICABLE LAWS, RULES OR REGULATIONS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

## **HARM FROM COMMERCIAL USE**

You agree that the consequences of commercial use or re-publication of content or information from the Website may be so serious and incalculable, that monetary compensation may not be a sufficient or appropriate remedy and that EveryDayEspo will be entitled to temporary and permanent injunctive relief to prohibit such use.

## **ARBITRATION**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered

by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrators award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

### **CLASS ACTION WAIVER**

Any arbitration or action under these Terms and Conditions will take place on an individual basis;; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator or judge may not consolidate

more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **JURISDICTION AND APPLICABLE LAW**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of New Jersey, United States of America, without regard to New Jersey's conflict of laws rules. You irrevocably consent to the exclusive jurisdiction of the state courts in the State of New Jersey for purposes of any legal action arising out of or related to the use of the Website or these Terms. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

### **ENTIRE AGREEMENT**

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and EveryDayEspo with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and EveryDayEspo.

## **CHANGES TO TERMS**

We reserve the right, in our sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay informed of our updates. We may alter or amend our Terms by giving you reasonable notice. By continuing to use the Website after expiry of the notice period, or accepting the amended Terms (as we may decide at our sole discretion), you will be deemed to have accepted any amendment to these Terms.

## **RELATIONSHIP BETWEEN THE PARTIES**

Nothing in these Terms shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor, or employee of the other.

## **MISCELLANEOUS**

Our Website are controlled and operated from within the United States. Without limiting anything else, we make no representation that our Website, User Content, Website, products, information or other materials available on, in, or through our Website is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access our Website from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of EveryDayEspo to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of

other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

## **CONTACT US**

EveryDayEspo welcomes your questions or comments regarding the Terms:

### **EveryDayEspo LLC**

One Main Street (Suite 313)  
Eatontown, NJ, 07724

By Email:

[info@everydayespo.com](mailto:info@everydayespo.com)

Effective as of June 25<sup>th</sup>, 2018