



## GEORGE'S PLACE, LLC: TERMS AND CONDITIONS

Last Updated: 29 February 2020



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Please read these terms and conditions ("terms", "terms and conditions") carefully before using <http://itsgeorgesplace.com> operated by Georges Place, LLC (George's Place).

### **Conditions of Use**

George's Place will provide services to you, which are subject to the conditions stated below in this document. By using the service provided, users agree to follow and shall be bound by the Terms and Conditions, including the policies referenced herein. Please read carefully.

### **Privacy Policy**

Before you continue using the George's Place website, it is advised that users should read the privacy policy located at the bottom of "www.itsgeorgesplace.com" for user data collection.

### **Copyright**

Content published on this website (digital downloads, images, texts, graphics, logos) is the property of George's Place and/or its content creators and protected by international and United States copyright laws. The entire compilation of the content found on this website is the exclusive property of George's Place, with copyright authorship for this compilation by George's Place.

### **Communications**

The entire communication with George's Place is electronic. Every time users send emails or visit the website, user communicating with George's Place. Users hereby consent to receive communications from George's Place. If users subscribe to the news on the website, users will receive regular notifications from George's Place. George's Place will continue to communicate with users by posting news and notices on the website, sending users emails, or any other

direct communication. Users also agree that all notices, disclosures, agreements and other communications George's Place shall be provided electronically and meet all necessary legal requirements.

### **Applicable Law**

By visiting this website, users agree that the laws of the United States, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between George's Place and you, or its business partners and associates.

### **Disputes**

Any dispute related in any way to your visit to this website or to products you purchase from us shall be arbitrated in dictated inside the *Arbitration Agreement* below.

### **Arbitration Agreement**

All disputes or differences between George's Place and User arising under or which are related to this Agreement upon which an amicable understanding cannot be reached within thirty (30) days shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except as hereinafter provided, and judgment upon the award entered by the arbitrators may be entered in any Court having jurisdiction thereof. The Counsel of Arbitrators provided for herein shall construe this Agreement in light of the prevailing custom and practices for the media industry. The Counsel of Arbitrators shall consist of three arbitrators assigned by George's Place without direct affiliation of George's Place or a subsidiary of George's Place. The parties agree that this Court of Arbitrators, if implemented under this Agreement, shall be assigned exclusively by George's Place and held at a location of George's Place's choosing. The parties agree to arbitrate within thirty (30) days following the transmittal of written demand of either party to arbitrate any dispute arbitrable under this Agreement. George's Place shall appoint three arbitrators within thirty (30) days following notice of written demand to arbitrate, notifying the other party in dispute the arbitrators

selected by George's Place shall constitute the Counsel of Arbitrators. A majority decision of the Counsel of Arbitrators must be reached for valid arbitration remedy. The Counsel of Arbitrator's decision found in the dispute is binding and there shall be no appeal therefrom. The Counsel of Arbitrators shall not be bound by legal rules of procedure and may receive evidence in such a way as to do justice between the parties. The Counsel of Arbitrators shall promptly enter an award which shall do justice between the parties and the award shall be supported by a written opinion. The cost of arbitration, including but not limited to the fees of the arbitrators and attorneys, shall be borne by the "user" unless a Counsel of Arbitrators shall decide that, in light of the circumstances, such would be inequitable, in which case the arbitrators shall allocate costs among the parties.

#### **Comments, Reviews, and Emails**

Visitors may post content as long as it is not obscene, illegal, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or injurious in any other way to third parties, or a violation of the values of George's Place. Content has to be free of software viruses, political campaign, and commercial solicitation.

We reserve all rights (but not the obligation) to remove and/or edit such content. When users post content, George's Place is granted a non-exclusive, royalty-free and irrevocable right to use, reproduce, publish, modify such content throughout the world in any media.

#### **License and Site Access**

George's Place grants users a limited license to access and make personal use of this website. Users are not allowed to download or modify it. Access may be granted only with written consent from George's Place.

### **Updating our Terms and Conditions**

We reserve the right to make changes to the George's Place Terms and Conditions at any time and for any reason without a necessity to alert website users of changes or updates. Any changes or modifications will be effective immediately upon posting the updated Terms and Conditions on the website, and you waive the right to receive specific notice of each such change or modification. An updated Terms and Conditions document will replace this current document. You may view when the last update was enacted located at the top of this document next to "Last Updated".

### **Enforceability of Terms**

If any portion of these Terms and Conditions are found to be unenforceable, the remaining portion will remain in full force and effect. If George's Place fails to enforce any of these Terms and Conditions, it will not be considered a waiver. Any amendment to or waiver of these Terms and Conditions must be made in writing and signed by George's Place.

### **Additional Rights**

We reserve all rights not expressly granted to users.

### **Indemnification of George's Place, LLC**

Users agree that they are responsible for actions and communications undertaken on the website. George's Place takes no responsibility and assumes no liability for content uploaded or otherwise transmitted by or to users or by or to any third-party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity, pornography or profanity you or a third party may encounter. Users agree to waive any claims against George's Place and affiliates, contractors, agents and employees for losses, damages and injuries which are based on or relate to communications, content on the website. Users agree to indemnify George's Place and affiliates from all claims and expenses, including reasonable attorney's fees, which based on or arise from your violation of any of the provisions of this Agreement.

### **Use of Third-Party Services**

When using any service provided by a third-party through the George's Place website, you agree to abide by all terms and conditions imposed by that third-party provider in addition to these terms. Importantly, George's Place is not responsible for the actions of third parties with whom users interact with, and George's Place has no authority to manage or control third-party actions.

### **Termination of Services**

Users agree that, without notice, George's Place may terminate these Terms and Conditions, or suspend your access to the Service or the Content, with or without cause at any time and effective immediately. George's Place's has sole discretion to terminate these these Terms and Conditions. Terms and conditions will terminate immediately without notice from George's Place if users fail to comply with any provision within. George's Place shall not be liable to you or any third party for the termination or suspension of the service or the content, or any claims related to such termination or suspension.

### **External Links**

George's Place and/or the Third-Party Providers may provide links to other websites or resources. Because neither George's Place or the Third-Party Providers have any control over such sites and resources, you acknowledge and agree that neither George's Place nor the Third-Party Providers are responsible for the availability of such external sites or resources. George's Place and the Third-Party Providers do not endorse and are not liable for any content, advertising, products, or other materials on or available through such sites or resources. Users further acknowledge and agree that neither George's Place nor the Third Party Providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **Use of the Website**

Users may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the website, any provided content, or in any way reproduce or circumvent the navigational structure or presentation of the website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the website. George's Place reserves the right to bar any such activity.

### **Unauthorized Access**

Users may not attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website or to any George's Place server, or to any of the services offered on or through the website, by hacking, password "mining" or any other illegitimate means.

### **Proportionate Use**

Users agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the website or George Place's systems or networks, or any systems or networks connected to the Site or to George's Place. Users agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the website or any transaction being conducted on the website, or with any other person's use of the website.

### **Accurate Identification**

Users may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to George's Place on or through the website or any service offered on or through the Site. Users may not pretend that they are, or that they represent, someone else, or impersonate any other individual or entity.

### **Unlawful Use**

You may not use the website or any content for any purpose that is unlawful or prohibited by these Terms of Use and Conditions within this document, or to solicit the performance of any illegal activity or other activity which infringes the rights of George's Place or others.

### **Disclaimers**

George's Place does not promise that the site or any content, service or feature of the website will be error-free or uninterrupted, or that any defects will be corrected, or that the use of the website will provide specific results. The website and its content are delivered on an "as-is" and "as available" basis. All information provided on the site is subject to change without notice. George's Place does not ensure that any files or other data you download from the site will be free of viruses or contamination or destructive features. George's Place disclaims all warranties, express or implied, including warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. George's Place disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the site and/or any George's Place series. Users assume total responsibility for your use of the site and any linked sites. A user's sole remedy against George's Place for dissatisfaction with the site or any content is to stop using the site or any such content. This limitation of relief is part of the bargain between the parties. By using the website, users exclusively agree to the Terms and Conditions within, including the Privacy Policy and any other amendments or updates.