



Bob & Sheri **Website Terms of Use**

Last Modified: July 10, 2018

Acceptance of the Terms of Use

These Terms of Use are entered into by and between you and Now!Media, LLC (“**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of www.bobandsheri.com, including any content, functionality and services offered on or through www.bobandsheri.com (our “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use our Website. By using our Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference. If you do not want to agree to these Terms of Use or the [Privacy Policy](#), you must not access or use our Website.

Our Website is offered and available to users who are 13 years of age or older. Our Website is not intended for children under 13 years of age.

Our Website is not directed at and is not intended for use by users outside the United States. Please be advised that if you are located in the European Union or another region with laws related to data collection and use that may differ from U.S. law, your personal information submitted through our Website and transferred to the United States may not have the same legal data protection as in your jurisdiction.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of our Website thereafter.

Your continued use of our Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing our Website and Account Security

We reserve the right to withdraw or amend our Website, and any service or material we provide on our Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to our Website.
- Ensuring that all persons who access our Website through your internet connection are aware of these Terms of Use and comply with them.

To access our Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of our Website that all the information you provide on our Website is correct, current and complete. You agree that all information you provide to register with our Website or otherwise, including but not limited to through the use of any interactive features on our Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to our Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use our Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of our Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of our Website or any services or materials available through our Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of our Website in breach of the Terms of Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to our Website or any content on our Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of our Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

Our company name, the terms “Bob and Sheri”, our logo and all related names, logos, product and service names, designs and slogans are trademarks of ours or our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on our Website are the trademarks of their respective owners.

Prohibited Uses

You may use our Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use our Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the dards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate our company, our employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of our Website, or which, as determined by us, may harm us or users of our Website or expose them to liability.

Additionally, you agree not to:

- Use our Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of our Website, including their ability to engage in real time activities through our Website.
- Use any robot, spider or other automatic device, process or means to access our Website for any purpose, including monitoring or copying any of the material on our Website.
- Use any manual process to monitor or copy any of the material on our Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of our Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our Website, the server on which our Website is stored, or any server, computer or database connected to our Website.
- Attack our Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of our Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, “**Interactive Services**”) 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 our Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on our Website, 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:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not we, have fully 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 our Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution

violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of our Website or the public or could create liability for us.

- 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.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of our Website.
- Terminate or suspend your access to all or part of our Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate 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 our Website. 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 AS A RESULT OF OUR/ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review material before it is posted on our Website, 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.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or

regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions or other materials violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement.

Reliance on Information Posted

The information presented on or through our Website 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 materials by you or any other visitor to our Website, or by anyone who may be informed of any of its contents.

Our Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of our company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to our Website

We may update the content on our Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to our Website

All information we collect on our Website is subject to our [Privacy Policy](#). By using our Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

Contests, Sweepstakes and Promotions

You acknowledge that if and when we sponsor contests, sweepstakes or promotions (each a “**Special Promotion**”), or third parties sponsor a Special Promotion in conjunction with us, we or the third party will post terms and conditions in the official rules and/or registration area for the Special Promotion that apply to the particular Special Promotion. Those terms and conditions, to the extent they conflict with these Terms of Use, will govern that particular Special Promotion.

Other Terms and Conditions

Additional terms and conditions may also apply to specific portions, services or features of our Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to our Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express consent.

Our Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on our Website.
- Send e-mails or other communications with certain content, or links to certain content, on our Website.
- Cause limited portions of content on our Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause our Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of our Website other than the homepage.

- Otherwise take any action with respect to the materials on our Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from our Website

If our Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to our Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

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

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or our Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL WE, OUR AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, 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.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of our Website, including, but not limited to, your User Contributions, any use of our Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from our Website.

Governing Law and Jurisdiction

All matters relating to our Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or our Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Class Action Waiver

WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

Arbitration

At our sole discretion, we may require you to submit any disputes arising from the use of these Terms of Use or our Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying North Carolina law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by us of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and Now!Media, LLC with respect to our Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to our Website.

Your Comments and Concerns

All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to our Website should be directed to info@bobandsheri.com.

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