TERMS OF USE

Last updated: July 5, 2019

Please read these Terms of Use (“Terms”) carefully. By using Royaltie, signing up for an account or purchasing a monthly subscription (“Subscription”), you’re agreeing to these Terms, which will result in a legal agreement between you and Royaltie (“Agreement”). We’ll start with the basics, including a few definitions that should help you understand these Terms. Royaltie.com (“Royaltie,” “we,” or “us”) is an online marketing platform (the “App”) that allows you to build and host websites, design and publish online ads, create email marketing campaigns, and manage contacts that you make through our marketing platform. The App is offered through our websites, including https://www.royaltie.com, https://www.royaltie.uplinenetworks.com, and https://www.upline.app, and any other website or mobile application owned, operated or controlled by us (we’ll collectively refer to these as the “Website,” and together with the App, the “Service”). The App is offered exclusively through a paid monthly subscription that is billed on a monthly recurring basis. Royaltie is a New Hampshire limited liability company whose legal name is Lodge Industries LLC d/b/a Royaltie.com. Royaltie has employees, independent contractors, and representatives (“our Team”). As a customer of the Service or a representative of an entity that’s a customer of the Service, you’re a “Member” according to this Agreement (or “you”). Royaltie and Member may hereafter be collectively referred as the “Parties”.

These Terms of Use define the terms and conditions under which you’re allowed to make a purchase and use the Service in accordance with the Agreement, and how we’ll treat your account while you’re a Member. If you don’t agree to these Terms, you must immediately discontinue your use of the Service.

Your failure to cancel your Subscription or Account, or cease to use the Service affected by the amendment will constitute your tacit acceptance of the amended terms. If you don’t agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your Account or to cease to use the Service. Royaltie shall not have any obligation to refund any fees that may have accrued to your Account before cancellation of your Account or cessation of use of any Subscription, nor shall Royaltie have any obligation to prorate any fees in such circumstances.

The information given on the Website may be modified by Royaltie without prior notification.

The simple act of placing an order on the Website implies acceptance, without reserve, of the present Terms.

Scope of this agreement

The Service is governed solely by this Agreement and other documents which may be executed by the Parties in this regard.
1. Eligibility

In order to use the Service, you must:

- Be at least eighteen (18) years old and able to enter into contracts;
- Complete the account registration process;
- Agree to these Terms;
- Provide true, complete, and up-to-date contact and billing information;
- not be based in Cuba, Iran, North Korea, Syria, or any other country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist-supporting” country; and
- not be listed on any U.S. government list of prohibited or restricted persons.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won’t use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable promise. You have access to and may become familiar with the Terms directly on the Website. These Terms may be altered at any point in time, at the discretion of Royaltie. Enforceable terms and conditions consist of those published on the Website, binding as of their date of registration. At all times, you are solely responsible for remaining knowledgeable about, and in compliance with, these Terms.

Royaltie may refuse service, close accounts of any Members, and change eligibility requirements at any time.

2. Term

When you sign up for an account and agree to these Terms, the Agreement between you and Royaltie is formed, and the term of the Agreement (the “Term”) will begin. The Term will continue for as long as you have a Royaltie account or until you or we terminate the Agreement in accordance with these Terms, whichever happens first. If you sign up for an account on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

3. Changes

We may change any of the Terms by posting revised Terms on our Website. Unless you terminate your account, the new Terms will be effective immediately and apply to any continued or new use of the Service. We may change the Service, Add-ons, or any features of the Service at any time, and we may discontinue the Service, Add-ons, or any features of the Service at any time.

If you don’t agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your Account or to cease to use Royaltie’s solutions. Royaltie shall not have any obligation to refund any fees that may have accrued to your Account before cancellation of your Account or cessation of use of any Subscription, nor shall Royaltie have any obligation to prorate any fees in such circumstances. The information given on the said Website may be modified by Royaltie without prior notification. The simple act of placing an order on the Website implies acceptance, without reserve, of the present Terms.

4. Account and Password

You’re responsible for keeping your account name and password confidential. You’re also responsible for any account that you have access to and any activity occurring in such account (other than activity that Royaltie is directly responsible for that isn’t performed in accordance with your instructions), whether or not you authorized that activity. You’ll immediately notify us of any
unauthorized access or use of your accounts. We’re not responsible for any losses due to stolen or hacked passwords. We don’t have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password. We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate.

You may not sell or charge others for the right to use your Account, nor may you sell, charge others for the right to use, or transfer any Subscriptions other than if and as expressly permitted by these Terms and Conditions. You are solely responsible for all activity on your Account and for the security of your computer system. You may not reveal, share or otherwise allow others to use your password or Account. You agree that you are personally responsible for the use of your password and Account and for all of the communication and activity that results from use of your login name and password. You may not sell or charge others for the right to use your Account, or otherwise transfer your Account, nor may you sell, charge others for the right to use, or transfer any Subscriptions other than if and as expressly permitted by these Terms of Use.

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends.

You also understand and acknowledge that Accounts are user rights binding you to such an Account, and that Royaltie does not recognize any transfer of Accounts (including transfers by operation of law) from one Member to any third party. Each customer shall be the sole holder of their own Account.

5. Cancellation

To cancel your account, you must send an email to support@royaltie.com to contact our Team and receive further instructions. In order to process your cancellation request securely and ensure that you are informed of any details relating to your account changes, you will be required to complete a phone or video call with our support team. Failure to do so during our business hours (9am EST to 5pm EST) will result in no action on our part. An email stating that you wish to cancel your subscription does not constitute fulfillment of this requirement, and the cancellation will not be processed until the phone or video call with our support team has been completed.

You are liable for any subscription charges that were processed prior to completing your cancellation, and they are non-refundable. Your cancellation of a subscription will not entitle you to any refund for any charges or fees. Royaltie reserves the right to collect fees, surcharges or costs incurred prior to the cancellation of your Account. In addition, you are responsible for any charges incurred to third-party vendors or content providers before your cancellation.

Royaltie may cancel your Account at any time, in the event that (a) Royaltie closes down the Service, or (b) you breach any terms of this Agreement (including any Subscription Terms or Rules of Use). In the event that your Account is terminated or cancelled by Royaltie for a violation of these Terms of Use or improper or illegal activity, no refund, including of any Subscription fees or of any unused funds in your Account, will be granted.

We may suspend the Service to you at any time, with or without cause. If we terminate your account without cause, and your account is a paid account, we’ll refund a prorated portion of your monthly prepayment. We won’t refund or reimburse you in any other situation, including if your account is suspended or terminated for cause, like a breach or any violation of the Agreement. If your account is inactive for 24 or more months, we may terminate the account. Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all
the data associated with it, including your ads, email marketing campaigns, websites and landing pages. Usernames are unique and can only be used once. If your account has been terminated, the username will no longer be available for use on any future accounts and cannot be reclaimed.

6. Refunds

We will give you a refund for the remainder of a prepaid month if we terminate your account without cause. You won’t be entitled to a refund or credit from us under any other circumstances. We may, at our sole discretion, offer a refund, discount or credit.

7. Chargebacks

If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your Royaltie account (“Chargeback”), this will be considered as a breach of your payment obligations hereunder, and your use of the Service may be automatically disabled or terminated.

In the event a Chargeback is performed, your Account may be blocked without the option to re-purchase or re-use it, and any data contained in such Account, including any domains, applications and Third Party Services may be subject to cancellation and Capacity Loss (as defined in Section 5 below).

Your use of the Service will not resume until you re-subscribe, and pay any applicable Fees in full, including any fees and expenses incurred by Royaltie and/or any Third Party Services for each Chargeback received (including Fees for Service provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

If you have any questions or concerns regarding a payment made to Royaltie, we encourage you to first contact our Customer Support team before filing a Chargeback or reversal of payment, in order to prevent the Service from being cancelled and your Account being blocked, and to avoid the filing of an unwarranted or erroneous Chargeback, which may result in your being liable for its applicable Fees, in addition to re-payment of all the Fees applicable to the Service purchased (and charged-back) by you.

We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the Member responsible for such Chargeback did in fact authorize the transaction and make use of the services rendered thereafter.

8. Loss of Data, Content and Capacity

If your User Account or any subscription related to your User Account are cancelled (whether at your request or at Royaltie’s discretion), it may cause or result in the loss of certain content, features, or capacity of your User Account, including any User Content, End User data or other usage data retained therein, and including any domain name reservation or registration that was included in such Services (“Capacity Loss”). Royaltie shall not be liable in any way for such Capacity Loss, or for saving a backup of your User Account, User Content or End User data. Please also note that additional Fees may apply to re-activation of a User Account and/or any Royaltie Services following their cancellation, as determined by Royaltie in its sole discretion.

9. Orders and Use of the Services

When you sign up for an account, you may either 1) start a three (3) day free trial with restricted access to the App, or 2) make a purchase and receive immediate access to the App.

If, within 72 hours of the free trial starting, you would like to cancel your account, you must inform us in writing at support@royaltie.com that you wish to end your free trial and not begin a paid
subscription. If you do not act, this will constitute tacit authorization for Royaltie to bill you using the billing information on file.

The Service is offered through a paid monthly subscription. When you sign up for an Account or Subscription on our website, you are authorizing us to immediately bill you using the credit card information that you provided, and to bill you the monthly Subscription fee each month for the duration of the Term. New subscriptions purchased on the 1st day of the month through the 25th day of the month will renew and be billed on the same day of each month thereafter. New subscriptions purchased from the 26th day of the month through the 31st day of the month will renew and be billed on the 25th day of each month thereafter. For example, the first renewal and billing date of a subscription purchased on January 4th will be February 4th of the same year. The first renewal and billing date of a subscription purchased on January 29th will be February 25th of the same year. Subscription fees will not be prorated under these circumstances.

Orders shall be placed exclusively via the Internet on our Website. Automatic order confirmation errors may occur. Please check the automatic e-mail order confirmation for errors and inform us immediately of any discrepancies. You guarantee that all data provided during registration is true, accurate, up-to-date and complete.

Royaltie reserves the right to cancel or refuse any order from a Customer that has litigated or disputed a previous order’s payment.

You consent to receive sales invoices electronically. For each monthly subscription renewal, your electronic invoice will be accessible on the Website. For further information about electronic invoices, please contact our team at support@royaltie.com.

10. Use of Online Advertising

Royaltie’s online advertising uses third-party online advertising networks, whose policies are subject to change from time to time. We do not guarantee that your product(s) and/or service(s) will be approved to advertise through any or all of the third-party networks. Royaltie reserves the right to reject your advertisements and/or terminate this agreement if they do not comply with one or more of our third-party networks’ policies. You will not be entitled to a refund.

11. Use of E-mail Marketing Campaigns

Royaltie’s e-mail marketing campaigns use software provided by SendGrid, inc (“SendGrid”). By using our Service, you warrant that you comply with SendGrid’s policy:

This Email Policy (“Policy”) applies to all email and other communications (“Email”) generated or sent through the services (“Services”) provided by SendGrid whether through the site located at www.sendgrid.com or through any other site operated by SendGrid or a SendGrid reseller, distributor, or business partner by an individual who has registered to use the Services (“You”). BY GENERATING OR SENDING EMAIL THROUGH THE SERVICES, YOU AGREE TO COMPLY WITH THIS POLICY. SENDGRID OR ROYALTIE MAY SUSPEND OR TERMINATE YOUR ACCESS TO AND USE OF THE SERVICES IF YOU DO NOT COMPLY WITH THIS POLICY.

Your use of the Services must comply with all applicable laws. This includes laws applicable to You and also laws applicable to SendGrid and the recipient of each Email. Examples of applicable laws include laws relating to spam or unsolicited commercial email (“UCE”), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is Your responsibility to know and understand the laws applicable to Your use of the Services and the Emails you generate and send through the Services.
Your use of the Services must comply with the Terms of Service applicable to the Services (“TOS”). This Policy is a part of and incorporated into the TOS applicable to the Services. Click here for our SendGrid TOS. It is Your responsibility to read and understand the TOS applicable to Your use of the Services and the Emails you generate and send through the Services.

Your use of the Services must comply with the Services Privacy Policy (“Services Privacy Policy”). The Services Privacy Policy is available here. It is Your responsibility to read and understand the Services Privacy Policy applicable to your Your use of the Services and the Emails You generate and send through the Services.

Sensitive Data will not be provided to SendGrid at any time. You will not provide SendGrid with any Sensitive Data, as defined in the TOS, including information regarding an individual’s medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs or other sensitive data. It is Your responsibility to read and understand Your obligations in relation to Sensitive Data.

Your use of the Services must follow all applicable guidelines established by Royaltie. The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the Services:

- Using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails);
- Using purchased or rented Email lists;
- Using third party email addresses, domain names, or mail servers without proper permission;
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com);
- Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE);
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from Your mailing list;
- Failing to comply with any request from a recipient to be removed from Your mailing list within 10 days of receipt of the request;
- Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email;
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email;
- Failing to include in each Email Your valid physical mailing address or a link to that information; and
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.

If You know of or suspect any violations of this Policy, please notify SendGrid at abuse@sendgrid.com. SendGrid will determine compliance with this Policy in its sole discretion.
12. Payment

At the time of purchase, you will have the possibility to pay with all displayed payment methods. Any other methods will not be endorsed.

Royaltie uses SSL (Secure Socket Layer) encryption technology for your transactions. Your banking information is not stored by Royaltie. Stored banking information is stored by the Payment Service Provider to bill monthly subscription renewals. Therefore, Royaltie does not have access to private banking details and credit history at any point. To prevent abuses and fraud, Royaltie only stores your address and the transaction time and date. This data remains strictly confidential.

Any attempted fraud or deception, regardless of scope, will immediately lead to further action, as part of which all related transaction data might be forwarded to the authorities.

When you provide payment information to Royaltie or to one of its payment service providers, you establish that you are the authorized user of the card, PIN, key or account associated with that payment, and you authorize Royaltie to charge your credit card or to process your payment with the chosen third-party payment service provider for any purchases or fees chargeable to your account. Royaltie may require you to provide your address or other information in order to meet the Royaltie’s obligations under applicable tax law.

For subscriptions purchased, based on an agreed usage period, where recurring payments are made in exchange for continued use ("Recurring Payment Subscriptions"), by continuing to use the Recurring Payment Subscription, you agree and reaffirm that Royaltie is authorized to charge your credit card, or to process your payment with any other applicable third-party payment processor (such as PayPal), for any applicable recurring payment amounts. If you have purchased any Recurring Payment Subscriptions, you agree to notify Royaltie promptly of any changes to your credit card account number, its expiration date and/or your billing address, or your PayPal or other payment account number, and you agree to notify Royaltie promptly if your credit card or PayPal or other payment account expires or is canceled for any reason.

If your use of the Service and purchases are subject to any type of use or sales tax, then Royaltie may also charge you for those taxes, in addition to the Subscription or other fees published in the Terms.

You agree that you will not use IP proxying or other methods to disguise the place of your residence, whether to circumvent geographical restrictions on account eligibility, to purchase at pricing not applicable to your geography, or for any other purpose. If you do this, we may terminate your access to your Account.

13. Results

Royaltie does not warrant, nor guarantee, that you will acquire new customers or generate new sales by using our Service. We are providing a set of online marketing tools that, through proper and consistent use, can help you build your online presence and audience to reach more potential customers. You agree that failure to acquire new customers or generate new sales through our Service does not constitute grounds for a refund of your Subscription payments.

14. Ownership Rights

Royaltie makes no representations or warranties, either expressed or implied, regarding any third party site. In particular, Royaltie makes no representation or warranty that any service or subscription offered via third-party vendors will not change or be suspended or terminated.
15. Warranty Disclaimer

SUBJECT TO APPLICABLE LAW, ROYALTIE DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PRODUCTS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. FURTHER, ROYALTIE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE PRODUCTS WILL MEET CUSTOMER’S OR ANY THIRD PARTY’S EXPECTATIONS.

16. License and user rights

Under these Terms the limited and non-exclusive right to use one (1) copy of Service delivered to you by Royaltie on a computer or laptop is granted to you. Under the terms of this contract, you are not permitted to copy, modify, or decompile any software in the Service, to extract its source code, create any item derived from it or remove any indication of the name or manufacturer of the software from it. You are exclusively permitted to use the Service for their own personal use and may not pass it on, sell, transfer or lend it to a third party.

Royaltie may require the automatic download and installation of software onto your computer. Royaltie hereby grants, and you accept, a limited, terminable, non-exclusive license and right to use the software for your personal, non-commercial use (except where commercial use is expressly allowed herein or in the applicable Terms of Use) in accordance with these Terms of Use. The software is licensed, not sold. Your license confers no title or ownership in the software.

You may not use the Internet source code or any of Royaltie’s software for any purpose other than permitted by these Terms. Except as otherwise permitted under these Terms, or under applicable law notwithstanding these restrictions, you may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from Royaltie’s software without the prior consent, in writing, of Royaltie.

You are entitled to use Royaltie’s software for your own personal use, but you are not entitled to: (i) sell, grant a security interest to other parties in any way, nor to rent, lease or license your Account rights to others without the prior written consent of Royaltie, except to the extent expressly permitted elsewhere in these Terms of Use; (ii) exploit Royaltie Software for any commercial purpose, except as expressly permitted elsewhere in these Terms of Use.

Royaltie grants you a limited, non-exclusive, non-transferable, non-sub licensable license to access and make personal use of Royaltie services.

17. Notices

In any case where a notice or another form of communication with Royaltie is to be given or made pursuant to any provision of this Agreement, such notice or communication shall be issued to Lodge Industries LLC, 7425 Woodbury Rd. Mays Landing, NJ. 08330.

18. Waiver

Either Party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of any such rights.

19. Entire Agreement
This Agreement is the entire agreement between the Parties as to the matters set forth herein and supersedes any such prior agreement or communication. Any subsequent waiver or modification of this Agreement, or any part of it, shall only be effective if reduced to writing and signed and dated by both Parties.

20. Intellectual Property

The entire content of the Website (texts, illustrations and computer code) is the property of Royaltie or their co-contractors.

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Service are trademarks or trade dress of Royaltie. Royaltie’s trademarks and trade dress may not be used in connection with any product or service that is not provided by Royaltie, in any manner that is likely to cause confusion among customers or in any manner that disparages or discrédits Royaltie. All other trademarks not owned by Royaltie that appear in the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Royaltie.

All intellectual property rights in and to the Products and Services, including all patent rights, copyrights, trademarks, trade secrets or other proprietary rights therein shall be and remain the sole property of Royaltie.

21. Links to Third Party Websites

Royaltie’s software may contain links to other websites. Royaltie does not have any control over these other websites and is not responsible for their content or security. If a Member clicks on a link to such website, he/she does so at his/her own risk and is subject to the privacy policy, and terms and conditions of that website.

22. Confidentiality

Personal data you provide shall not be given to any third party other than Royaltie, and Royaltie’s service providers (such as payment and delivery services).

By placing an order via the Website, you commit to providing accurate and true information. Your personal data is indispensable for the dispatch of the Service and invoice. If personal data is not provided the order shall be cancelled. Your personal data shall be used to deliver the Service, to inform you of new offers from Royaltie, and to contact you should a problem arise concerning the order. Royaltie shall not be held responsible for the use of any data provided to us.

Regarding further information on the privacy and processing of your personal data, please refer to our Privacy Policy, available on the Website. These Terms are prevalent to the Privacy Policy, should any conflict ensue. Please refer yourself to these Terms of Use as a reference for your purchases and rights through your interaction with Royaltie.

23. Responsibilities

You agree that these Terms do not intend to confer and do not confer any rights or remedies upon any person other than the parties to these Terms.

When you use Royaltie’s software, you may also be using the services of one or more third parties, such as a payment service provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties. We advise you to refer to these third parties’ policies.
You acknowledge that you connect to the Website and use its services at your own risk. Royaltie holds no responsibility for any direct or indirect damages a user or a third party may suffer for any reason whatsoever by connecting to the Website, not having access or being able to log in to the Website, or that the Website is or is not working. Royaltie guarantees it shall take all sensible measures to ensure the availability of its services. However, since the transactions are made via the Internet, Royaltie cannot guarantee the quality of the networks outside of its offices. Technical interruptions are possible. Royaltie shall attempt to inform its Customers of the reasons for an interruption, to the best of its ability, but holds no responsibility in the event of a delay. Royaltie holds no responsibility in the event of any loss of your data provided. Customers must always keep a personal copy of files. Royaltie holds no responsibility for not honoring its contractual obligations, in the event of chance occurrence, unavoidable accident or an Act of God as defined by the laws and precedents of the applicable jurisdictions.

Nor in any event will Royaltie be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, or any other damages arising out of or in any way connected with the store, the software, and any information available in connection therewith, or inability to use the software, subscriptions or any information, even in the event of Royaltie’s or its affiliates’ fault, tort (including negligence), strict liability, breach of contract, or breach of Royaltie’s warranty and even if Royaltie has been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate recompense.

You agree to defend, indemnify and hold harmless Royaltie, its licensors, and its and their affiliates from all liabilities, claims and expenses, including attorneys’ fees, that arise from or in connection with breach of these Terms of Use or the use of the Store, by you or any person(s) using your Account, or from the Product selection to the creation of an Account, the purchase, distribution, promotion and use of any add-ons or derivative Products. Royaltie holds the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to Royaltie in that matter. This section regarding responsibilities shall survive termination of these Terms of Use.

If you provide Royaltie with any feedback or suggestions, or any Royaltie software, products or services, Royaltie is free to use the feedback or suggestions however it chooses, without any obligation to account to you.

Royaltie and its affiliates will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed.

Royaltie may inform you through an online notice in the case of systems’ maintenance, and shall not be held responsible for any ensuing delays or consequences.

24. Customers’ public statements

Visitors may post reviews, comments and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of “spam”. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. We hold the right to remove or edit such content. If you believe that any content on or advertised for sale on the Service contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information on the Service, please notify us by contacting our customer support and we will respond.

If you post content or submit material, and unless we indicate otherwise, you grant: (a) Royaltie a
non-exclusive, royalty-free and fully sublicensable and transferable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and (b) Royaltie, its sublicensees and transferees the right to use the name that you submit in connection with such content, if they choose. No moral rights are assigned under this provision.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. To the extent permitted by law, you agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Royaltie including the execution of deeds and documents, at our request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is true and accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify Royaltie for all claims brought by a third party against Royaltie arising out of or in connection with the content and material you supply except to the extent that any liability arises from our failure to properly remove the content when it is notified of the illegal nature of the content arising out of or on the grounds of, or originating from the content that you have communicated to us.

If you believe that any content on, or within a product advertised for sale on, the Website contains a defamatory statement, please notify Royaltie immediately.

25. Applicable Law – Competent Jurisdiction

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ROYALTIE, ITS LICENSORS, AND ITS AND THEIR AFFILIATES’ LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

You agree that these Terms of Use shall be deemed to have been made and executed in the State of New Hampshire, and any dispute arising hereunder shall be resolved in accordance with the law of New Hampshire. Subject to Dispute Resolution by Arbitration below, you agree that any claim asserted in any legal proceeding by you against Royaltie shall be commenced and maintained exclusively in New Hampshire, having subject matter jurisdiction with respect to the dispute between the parties and you hereby consent to the exclusive jurisdiction of such courts. In any dispute arising under these Terms of Use, the prevailing party will be entitled to attorneys’ fees and expenses.

Nothing in these Terms of Use limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or willful misconduct.

If any of these Terms of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

If you breach these Terms of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Sale.

DISPUTE RESOLUTION BY ARBITRATION

Most user concerns can be resolved by use of our support at support@royaltie.com. If we are unable to resolve your concerns and a dispute remains between you and us, this section explains how we agree to resolve it.
YOU AND ROYALTIE AGREE TO RESOLVE ALL DISPUTES AND CLAIMS BETWEEN US IN INDIVIDUAL BINDING ARBITRATION. THAT INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR RELATING TO: (i) ANY ASPECT OF THE RELATIONSHIP BETWEEN US; (ii) THIS AGREEMENT; OR (iii) YOUR USE OF THE STORE, YOUR ACCOUNT OR ROYALTIE SOFTWARE. IT APPLIES REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, STATUTE, FRAUD, UNFAIR COMPETITION, MISREPRESENTATION OR ANY OTHER LEGAL THEORY.

However, this Section does not apply to the following types of claims or disputes, which you or Royaltie may bring in any court with jurisdiction: (i) claims of infringement or other misuse of intellectual property rights, including such claims seeking injunctive relief; and (ii) claims related to or arising from any alleged unauthorized use, piracy or theft.

This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

Arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. YOU UNDERSTAND THAT YOU AND ROYALTIE ARE GIVING UP THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR JURY.

You and Royaltie agree to make reasonable efforts, in good faith, to informally resolve any dispute before initiating arbitration. A party who intends to seek arbitration must first send the other a written notice that describes the nature and basis of the claim or dispute and sets forth the relief sought. If you and Royaltie do not reach an agreement to resolve that claim or dispute within 30 days after the notice is received, you or Royaltie may commence arbitration.

Written notice to Royaltie must be sent via postal mail.

YOU AND ROYALTIE AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT OF THAT PARTY’S INDIVIDUAL CLAIM. You and Royaltie also agree not to seek to combine any action or arbitration with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.

If the agreement in this section not to bring or participate in a class or representative action, private attorney general action or collective arbitration should be found illegal or unenforceable, you and Royaltie agree that it shall not be severable, that this entire section shall be unenforceable and any claim or dispute would be resolved in court and not in collective arbitration.

Notwithstanding this Section, you have the right to litigate any dispute in small claims court, if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the dispute, are satisfied.

These terms shall apply to the maximum extent permitted by applicable law. If the laws of your jurisdiction prohibit the application of some or all of the provisions, of this section alone, such provisions will not apply to you.

Except as otherwise expressly stipulated in these Terms of Use, in the event that any provision of these Terms of Use shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect. These Terms of Use, Royaltie’s Privacy Policy and the Members Programs Terms and Conditions constitute and
contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.

If you believe that your rights are being infringed, please contact us. We respond expeditiously to rights owners and their agents to communicate concerns about any alleged infringement.

Upon receipt of your infringement notice we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, for all of which we hold an unmitigated discretion to execute. Furthermore, by submitting an infringement notice, you grant Royaltie the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding your infringement notice to the parties involved in the provision of the allegedly infringing content. You agree to indemnify Royaltie for all claims brought by a third party against Royaltie arising out of or in connection with the submission of your infringement notice.