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This Agreement includes Edison Nation's policy for acceptable use of the Services and content posted on www.EdisonNation.com (including its various sub-pages) and any other website owned and operated by Edison Nation (together, the â€œEdison Nation Websiteâ€), your rights, obligations and restrictions regarding your use of the Services, and Edison Nation's privacy policy. We may modify this Agreement from time to time; if we do, we will post the new version of this Agreement on the Edison Nation Website. You are advised to check for new versions of this Agreement from time to time by clicking the appropriate link on the Edison Nation Website, and unless you notify us in writing otherwise within three (3) days of such new Agreement being posted to the Edison Nation Website, you agree to be bound to any and all new versions of this Agreement effective as of the date any such modification is posted.

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We reserve the right to reject, refuse or remove anything posted, uploaded, created, sent or received (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice, and without liability. Edison Nation expressly reserves the right to remove your profile and/or restrict, suspend, or terminate your access to any part of Services if Edison Nation determines, in its sole discretion, that you pose a threat to Edison Nation and/or its users.

In order to use the Services, the information you submit must be truthful and accurate. You also must be 18 years of age or older in order to use the Services. You may not use the account, username, or password of another user at any time. Only individuals may register for and use the Services; companies, corporations and partnerships may not use the Services in connection with any commercial endeavors. You may not collect the email addresses or use names of the users of the Services for the purpose of sending unsolicited email. You acknowledge that the use of the Edison Nation Website may constitute or result in a bar to patentability of inventions.

You may choose to post certain text, files, images, photos, video, sounds, musical works, works of authorship, or other materials to the Services. By doing so, you grant to Edison Nation a license to use, modify, publicly perform, publicly display, reproduce, and distribute such content on and through the Services. With regard to any content posted on the Services, you represent and warrant that: (i) you own the content or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. We reserve the right to delete any content that violates this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person.

Content that (1) is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (2) harasses or advocates harassment of another person; (3) exploits people in a sexual or violent manner; (4) contains nudity, violence, or offensive subject matter or contains a link to an adult website; (5) solicits personal information from anyone under 18; (6) provides any telephone numbers, street addresses, last names, URLs or email addresses without the permission of their owner; (7) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (8) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; (9) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"; (10) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); (11) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (12) solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (13) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or (14) includes a photograph of another person that you have posted without that person's consent, may not be posted on or through the Services.

Activities such as (1) criminal or tortuous activities, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets; (2) advertising to, or solicitation of, any user to buy or sell any products or services through the Services; (3) any automated use of the system, such as using scripts to add friends or send comments or messages; (4) interfering with, disrupting, or creating an undue burden on the Services or the networks or services connected to the Services; (5) attempting to impersonate another user or person; (6) using the account, username, or password of another user at any time or permitting any third party to access your account; (7) selling or otherwise transferring your profile; (8) using any information obtained from the Services in order to harass, abuse, or harm another person; or (9) using the Services in a manner inconsistent with any and all applicable laws and regulations, are not permitted.

Edison Nation is not responsible for any incorrect or inaccurate content posted on the Edison Nation Website or in connection with the Services. Profiles created and posted on the Edison Nation Website may contain links to other websites, and we are not responsible for the content, accuracy or opinions expressed on such websites. Under no circumstances shall Edison Nation be responsible for any loss or damage, including personal injury or death, resulting from use of the Services, attendance at any Edison Nation event, from any content posted on or through the Services, or from the conduct of any users of the Services, whether online or offline. The Services are provided "AS-IS" and as available and Edison Nation expressly disclaims any warranty of fitness for a particular purpose or non-infringement.

Edison Nation cannot guarantee and does not promise any specific results from use of the Services.

IN NO EVENT SHALL EDISON NATION BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF EDISON NATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EDISON NATION'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO EDISON NATION FOR THE SERVICES DURING THE TERM OF MEMBERSHIP.

You agree to indemnify and hold Edison Nation, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any content that you post on the Edison Nation Website or through the Services causes Edison Nation to be liable to another.

This Agreement shall be deemed to have been executed in Charlotte, North Carolina, and governed by and construed in accordance with the internal substantive and procedural laws of the State of North Carolina without regard to conflict of laws principles. Unless expressly stated otherwise, all disputes arising out of or relating in any way to this Agreement shall be resolved by binding arbitration in Charlotte, North Carolina using the applicable rules of the American Arbitration Association, and judgment on the award rendered may be entered in any State or Federal Court in the County of Mecklenburg, State of North Carolina. You consent to the personal jurisdiction and venue of such courts, expressly waive any objection to such jurisdiction and venue, and further consent that any process, notice of motion or other application to such courts or a judge thereof may be served outside the State of North Carolina by registered or certified mail or by personal service, provided that a reasonable time for appearance is allowed.

This Agreement is accepted upon your use of the Edison Nation Website or any of the Services. This Agreement constitutes the entire agreement between you and Edison Nation regarding the use of the Services. The failure of Edison Nation to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.