

# Terms and Conditions - QUIET MIND

## 1. Acceptance of Terms

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## 2. Changed Terms

QUIET MIND shall have the right at any time to change or modify the Terms of Service applicable to Your use of this Site, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to posting on this Site, or by electronic or conventional mail, or by any other means by which You obtain notice thereto. Any use of this Site by You after such notice shall be deemed to constitute acceptance by You of such changes, modifications, or deletions.

## 3. Use of Site

(A) You shall use this Site for lawful purposes only. You shall not post or transmit through this Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without QUIET MIND'S express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by You that in QUIET MIND'S discretion restricts or inhibits any other person from using or enjoying this Site will not be permitted. You shall not use this Site to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with this Site.

(B) You shall not upload, post or otherwise make available on this Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with You. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of this Site, You automatically grant, or warrant that the owner of such material has expressly granted QUIET MIND the non-exclusive, royalty-free, worldwide, irrevocable, perpetual license, with the right to use, reproduce, sublicense, distribute, modify, publish, translate, adapt, distribute, transmit, create derivative works of, publicly display and publicly perform such material (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You recognize and acknowledge that You are not entitled to any compensation for any materials you may post on the Site.

(C) Your use of this Site grants QUIET MIND the right to use Your name in connection with any submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto, except in the situations governed by this Site's Privacy

Policy. You agree that you shall have no recourse against QUIET MIND for any alleged or actual infringement or misappropriation of any proprietary right in Your communications to QUIET MIND.

(D) The foregoing provisions of Section 3 are for the benefit of QUIET MIND, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly on its own behalf.

(E) You also understand that QUIET MIND cannot and does not guarantee or warrant the files available for downloading through this Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data.

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#### **6. Pricing**

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(E) QUIET MIND MAKES NO REPRESENTATIONS WHATSOEVER ABOUT ANY OTHER WEB SITE THAT YOU MAY ACCESS THROUGH THIS SITE OR WHICH MAY LINK TO THIS SITE. WHEN YOU ACCESS A NON-QUIET MIND WEB SITE, PLEASE UNDERSTAND THAT IT IS INDEPENDENT FROM QUIET MIND, AND THAT QUIET MIND HAS NO CONTROL OVER THE CONTENT ON THAT WEB SITE. IN ADDITION, A LINK TO A QUIET MIND WEB SITE DOES NOT MEAN THAT QUIET MIND ENDORSES OR ACCEPTS ANY RESPONSIBILITY FOR THE CONTENT, OR THE USE OF SUCH WEB SITE. IN ADDITION, THE APPEARANCE OF CONTENT IN A PUBLIC FORUM DOES NOT MEAN THAT QUIET MIND ENDORSES OR ACCEPTS ANY RESPONSIBILITY FOR THE CONTENT OR THE USE OF SUCH IDEAS AS APPEAR IN THE FORUM. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIAL FOUND ON THE SITE, OR ANY OF THE POLICIES, TERMS OF SERVICE RELATING TO USE OF THIS SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

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LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

## **8. Indemnification**

You agree to indemnify, defend and hold harmless QUIET MIND, its members, officers, directors, parents, subsidiaries, agents, licensors, suppliers and any third party information providers to this Site from and against any and all cause(s) of action, claims, losses, expenses, damages, costs, including reasonable attorneys' fees arising out of Your use of this Site.

## **9. Monitoring**

QUIET MIND shall have the right, but not the obligation, to monitor the content of this Site, including chat rooms, bulletin boards, and forums, to determine compliance with this Terms of Service and any operating rules established by QUIET MIND and to satisfy any law, regulation or authorized government request. QUIET MIND shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on this Site. Without limiting the foregoing, QUIET MIND shall have the right to remove any material that QUIET MIND, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

## **10. Termination**

Either QUIET MIND or You may terminate this Agreement at any time. Without limiting the foregoing, QUIET MIND shall have the right to immediately terminate Your Account in the event of any conduct by You which QUIET MIND, in its sole discretion, considers to be unacceptable, or in the event of any breach by You of this Agreement. The provisions of Sections 3(B), 3(C), 3(D), 4, 5, 7, 8, and this Section 10 shall survive termination of this Agreement.

## **11. Copyrights and Copyright Agent**

QUIET MIND respects the rights of all copyright holders and in this regard, QUIET MIND has adopted and implemented a policy that provides for the termination in appropriate circumstances of users, subscribers, and account holders who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide QUIET MIND'S Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
4. Information reasonably sufficient to permit us to contact the complaining party.
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

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## 12. Miscellaneous

(A) *Entire Agreement.* The Terms of Service constitutes the entire agreement between you and QUIET MIND and governs Your use of this Site, superseding any prior agreements between you and QUIET MIND with respect to the use of this Site. You also may be subject to additional terms and conditions that may apply when You use or purchase certain other QUIET MIND services, affiliate services, third-party content or third-party software.

(B) *Choice of Law and Forum.* The Terms of Service and the relationship between You and QUIET MIND shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions. You and QUIET MIND agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Mobile, Alabama.

(C) *Waiver and Severability of Terms.* The failure of QUIET MIND to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

(D) *Statute of Limitations.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## 13. Privacy Policy

QUIET MIND respects Your privacy and are committed to protecting your privacy online. For complete details on steps we take to demonstrate our commitment, read our Privacy Policy.