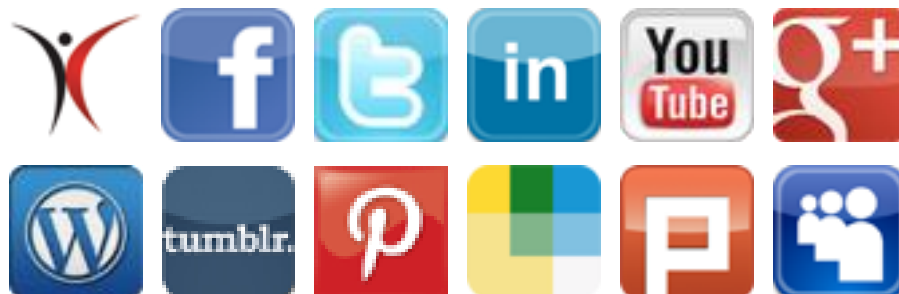




**Got Impact? Get Impact! How? With Impact Social Media!**

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**Impact Social Media**

**Terms of Service**

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**Impact Social Media – Terms of Service URL: <http://impactsocialmedia.net/terms-of-service/>**

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## **Impact Social Media Website Terms of Service**

Each time you use or cause access to this website, you agree to be bound by the Terms and Conditions listed below, as amended from time to time with or without notice. In addition, if you are using a particular service on or through this website, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms and Conditions.

Please see our [Privacy Policy](#), which is incorporated into these Terms and Conditions by reference.

### **Terms and Conditions**

#### **1. Acceptance of Terms and Conditions and Amendments**

Each time you use or cause access to this website, you agree to be bound by these Terms and Conditions, as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this website, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms and Conditions.

Please see our [Privacy Policy](#), which is incorporated into these Terms and Conditions by reference.

#### **2. Our Service**

Our website and services provided to you on and through our website on an “as is” basis. You agree that the owners of this website exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this website and its services or delete the data you provide, whether temporarily or permanently.

We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy or improper delivery of any data or information.

#### **3. Your Responsibilities and Registration Obligations**

In order to use this service, you must register and agree to provide truthful information when requested. When registering, you explicitly agree to our Terms and Conditions, which may be modified by us from time to time and available here.

#### **4. Privacy Policy**

Registration data and other personally identifiable information that we may collect is subject to the terms of our [Privacy Policy](#).

#### **5. Registration and Password**

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

#### **6. Your Conduct**

You agree that our website may expose you to content that may be objectionable or offensive. We shall not be responsible to you in any way for the content that appears on this website nor for any error or omission. You explicitly agree, in using this website or any service provided, that you shall not:

**(a)** Provide any content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this website or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or international law;

**(b)** Impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any content provided by you;

**(c)** Collect or harvest any data about other users;

**(d)** Provide or use this website and any content in a manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent;

**(e)** Provide any content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent, or trade secrets;

**(f)** Infringe on any copyrights or intellectual property rights;

## **7. Third Party Services**

Goods and services of third parties may be advertised and/or made available on or through this website. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

## **8. Indemnification**

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable legal fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this website or service, your violation of these Terms and Conditions or any other violation of the rights of another person or party.

## **9. Disclaimer of Warranties**

You understand and agree that your use of this website and any services or content provided (The “Service”) is made available and provided at your at your own risk. It is provided to you “as is” and we expressly disclaim all warranties of any kind, implied or expressed, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no warranty that any part of the service will be uninterrupted, error-free, virus-free, timely, secure, accurate and reliable, of any quality, nor that any content is safe in any manner for download. You understand and agree that neither us nor any participant in the Service provides professional advice of any kind and that use of such advice or any other information is solely at your own risk and without our liability of any kind.

Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.

## **10. Limitation of Liability**

You expressly understand and agree that we shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible loss (even if we have been advised of the possibility of such damages), resulting from or arising out of;

(I) The use of or the inability to use the Service;

(II) The cost to obtain substitute goods and/or services resulting from any transaction entered into on or through this Service;

(III) Unauthorized access to or alteration of your data transmissions;

(IV) Statements of conduct of any third party on the Service, or;

(V) Any other matter relating to the Service. In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

## **11. Reservation of Rights**

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our website, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent.

We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our website or service without our prior written consent.

## **12. Notification of Copyright Infringement**

If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, our copyright agent may be contacted by sending an email to [tech@impactsocialmedia.net](mailto:tech@impactsocialmedia.net). The copyright holder must provide us with all of the following information:

- (a)** A signature of a person authorized to act on behalf of the owner of the copyright that is allegedly infringed.
- (b)** Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information to allow us to locate the material.
- (c)** Contact information for the person giving the notification, such as an address and telephone, and, if available, an email address at which such person may be contacted.
- (d)** A statement that the person giving the notification 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.
- (e)** A statement that the information in the notification is accurate and, under penalty of perjury, that the person providing the notification is authorized to act on behalf of the owner of the copyright that is allegedly infringed.

## **13. Applicable Law**

You agree that these Terms and Conditions and any dispute arising out of your use or misuse of this website or our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this website is located, without regard to its conflict of law provisions.

By registering or using this website and service you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this website is located.

#### **14. Miscellaneous Information**

(I) In the event that these Terms and Conditions conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms and Conditions will remain valid and intact;

(II) The failure of either party to assert any right under these Terms and Conditions shall not be considered a waiver of any that party's right and that right will remain in full force and effect;

(III) You agree that without regard to any statute or contrary law that any claim or cause arising out of this website or its services must be filed within one (1) year after such claim or cause arose or the claim shall be forever barred;

(IV) We may assign our rights and obligations under these Terms and Conditions and we shall be relieved of any further obligation.

#### **15. Consent**

By continuing to browse or otherwise accessing the website, you signal acceptance of the terms and disclaimer set out above. If you do not accept any of these terms, leave this website now. By logging into the Impact Social Media website you signal that you accept these Terms and Conditions in full.

#### **16. Inactivity**

Impact Social Media reserves the right to terminate without notice inactive accounts. For the purposes of this operation, inactive means a failure to login to the website within a length of time determined by Impact Social Media.

#### **Contacting Us**

If there are any questions regarding these terms of service you may contact us using the information below.

<http://impactsocialmedia.net/contact/>

4913 SW Gull Point Dr

Lees Summit, Missouri 64082

United States

[sales@impactsocialmedia.net](mailto:sales@impactsocialmedia.net)

816-743-0525