

TERMS OF USE

Last Updated: October 10, 2020

These Terms of Use are entered into by and between Spirit of American - Rising LLC, A Massachusetts Limited Liability Company also known as TIDNY.US, “company”, and its Users and visitors to the Sites, and together with the Privacy Policy, govern those persons’ access to the Sites, as well as any content or functionality of the Services, whether as a visitor or a User.

By accessing or using the Service, you agree to comply with and be bound by the terms and conditions set forth in this user agreement (the "Terms" or “Agreement”), whether or not you become a registered user of the Service. Failure to use the Service in accordance with these Terms and Privacy Policy may subject you to civil and criminal penalties.

BY USING OUR WEB BROWSER, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SOFTWARE.

Service

Company provides an educational platform (“Website”) that includes videos, webinars, blog posts and community forums where members can post. The purpose of the materials provided are solely educational.

Paid Features

Company may offer various services and or products. We also may in the future offer paid memberships. We reserve the right to change the cost of any of our Services. All payments are processed through Stripe or Paypal. We do not retain any credit/debit card information. For information about these third party payment processors, please see their privacy policies.

Your Personal Data Rights

How we use your data and your data privacy rights are covered under our Privacy Policy TIDNY.US and are hereby integrated into these Terms and Conditions. If you have questions concerning your data rights and our obligations under the law please consult our Privacy Policy. Our Privacy Policy covers a variety information about your data rights including but not limited to our obligations and rights as a processor, obligations and rights of the controller, subject matter of data processing, duration of data processing, nature and purpose of data processing, type of personal data collected, categories of data subjects collected, and special categories of personal data collected.

Restricted access & Registration

Company reserves the right to restrict access to other areas of this website, or indeed this entire website, at Company’s discretion. If Company provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. Company LLC may disable your user ID and password in Company’s sole discretion without notice or explanation.

USERS

User Code of Conduct

In using the Website, you must behave in a civil and respectful manner at all times. By using the interactive features and areas of the Sites, you further agree not to create, post, share or store any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Content that may violate any applicable Federal, State, Local, or International law or regulation;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- User Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- User Content that impersonates, or misrepresents your affiliation with, any person or entity;
- User Content that contains any unsolicited promotions, political campaigning, advertising or solicitations;
- User Content that contains any private or personal information of a third party without such third party's consent;
- User Content that references alcohol irresponsibly, such as references to overconsumption or use by minors;
- User Content that contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- User Content that, in our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying the Sites or Services, or that may expose Company or others to any harm or liability of any type.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on the Sites at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Sites at your sole cost and expense. We do not and cannot authenticate reviews. We do not edit or correct content.

Content Rights and Licenses

The Sites, and all Content other than User Content available on the Sites or used to create and operate the Sites, is and remains the property of Spirit of American - Rising LLC, and is protected under the Copyright Act of 1976, as amended, and other intellectual property laws of the United States and any foreign jurisdiction where the Sites are accessed, and all rights to the Sites, such Content, and such software are expressly reserved.

All trademarks and service marks, whether registered or unregistered, as well as product names and company names or logos, displayed or mentioned on the Sites are the property of their respective owners.

You must not use such marks without the prior written permission of the owner of the marks. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by Company.

Limited License for Services

User Content is and remains that User's property, and Company's only right to that User Content is the limited licenses to it granted in these Terms of Use.

Company grants you a limited, non-exclusive license to access and use the Services for your own personal and commercial purposes. This license is personal to you and may not be assigned or sublicensed to anyone else. Except as expressly permitted by Company in writing, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Services. Nor will you take any measures to interfere with or damage the Services. All rights not expressly granted by Company are reserved.

Limited License to Spirit of American - Rising LLC

While Company does not claim any ownership interest in your User Content, we do need the right to use your User Content to the extent necessary to operate the Sites and provide the Services, now and in the future.

By posting or distributing Content to or through the Sites, each User grants to Company, and its affiliates and subsidiaries, a non-exclusive, royalty-free, transferable, worldwide license and right to display, publicly perform, reproduce, distribute, publish, modify, adapt, create derivative works of, and otherwise use such User Content that you upload, transmit, or post on the Sites or through the Services, in the manner in and for the purposes for which the Sites from time to time uses such User Content.

If your User Content is intended for the use by other Users, you also grant us and our affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to sublicense such User Content to such Users for their use in connection with their use of the Sites, as described below.

Limited License to Copy Content

Company grants to Users a limited, revocable, non-exclusive, non-sublicensable license to access the Sites and to view, copy, and print the portions of the Content available to

Users on the Sites. Such license is subject to these Terms of Use, and specifically conditioned upon the following:

- Users may only view, copy, and print such portions of the Content for their own personal use;
- Users may not modify or otherwise make derivative works of the Sites or Content, or reproduce, distribute, or display the Sites or any Content (except for page caching) except as expressly permitted in these Terms of Use;
- Users may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content;
- Users may not use the Sites or Content other than for their intended purposes.

Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms of Use may be construed as conferring any license to intellectual property rights, whether by estoppels, implication, or otherwise.

Company may revoke this license at any time for any reason or no reason, and shall not be liable to any User for any purported interference with business or contractual relations, in tort or otherwise.

Intellectual Property

Users may not engage in any activity on or through the Sites, including transmitting or using User Content that infringes or otherwise makes unauthorized use of another party's copyright, trademark, or other intellectual property or proprietary rights.

We will respond to legitimate requests made pursuant to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") and trademark law, and we retain the right to remove Content from the Sites that Spirit of American - Rising LLC believes in good faith infringes on any third party's intellectual property rights upon notice from the owner of such intellectual property, or their agent.

DISPUTE PROCESS

THESE CLAUSES CONTAIN MANY OF YOUR RIGHTS IN CASE OF A DISPUTE, PLEASE REVIEW THESE RIGHTS CAREFULLY.

Assumption of Risk

You are solely responsible for ensuring that your use of the Sites complies with applicable law and does not violate the rights of any third party, including, without limitation, intellectual property rights.

You assume all liability for any claims, suits or grievances filed against you, including, but not limited to, all damages related to your use of the Sites.

Disclaimer of Warranties

You understand and agree that your use of the Websites is at your sole risk. The Websites and the Services are provided on an "as is" and "as available" basis without warranties or

conditions of any kind, either express or implied (to the maximum extent permitted by applicable law).

To the maximum extent permitted by applicable law, the Company expressly disclaims all warranties and conditions including, without limitation, warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, non-infringement, and those arising from Program of dealing or usage of trade.

The Company makes no warranty as to the accuracy, completeness or reliability of any materials, information or data available through, or the performance of, the Websites and/or the Services.

You acknowledge and agree that any material downloaded or otherwise obtained through the use of the Apps, the Websites and/or the Services is at your own risk and that you will be solely responsible for any damage to your computer, mobile phone or other device or any loss of data resulting from downloading or obtaining such material.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the Company expressly disclaims all warranties and conditions to the maximum extent permitted by applicable law.

We make no warranty whatsoever with respect to the services, including any (a) warranty of merchantability; or (b) warranty of fitness for a particular purpose; or (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, Course of dealing, Course of performance, usage of trade or otherwise.

Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall the Spirit of American - Rising LLC parties be liable for any indirect, special, incidental, or consequential damages of any kind (including, but not limited to, loss of revenue, income or profits, loss of use or data, loss or diminution in value of assets or securities, or damages for business interruption) arising out of or in any way related to the access to or use of the sites or content (including, but not limited to, user content, third party content and links to third party sites), or the order, receipt or use of any product, or otherwise related to these terms (including, but not limited to, any damages caused by or resulting from reliance on any information obtained from any party, or from events beyond the parties' reasonable control, such as site interruptions, deletions of files or emails, errors or omissions, defects, bugs, viruses, trojan horses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to the parties' records, programs or systems), regardless of the form of action, whether based in contract, tort (including, but not limited to, simple negligence, whether active, passive or imputed) or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable).

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Spirit of American - Rising LLC, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers,

vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses and costs of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to

- a) Any use or misuse of the Sites or Content by you or any third party you authorize to access or use such Sites or Content,
- b) Any User Content you create, post, share or store on or through the Sites or our pages or feeds on third party social media platforms,
- c) Any Feedback you provide,
- d) Your violation of these terms, and your violation of the rights of another.

You agree to promptly notify Spirit of American - Rising LLC of any third party Claims, cooperate with the Spirit of American - Rising LLC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees and expenses, court costs, costs of settlement and costs of pursuing indemnification and insurance).

You further agree that the Spirit of American - Rising LLC Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Spirit of American - Rising LLC.

Entire Agreement

These Terms of Use incorporate by reference any notices contained on the Sites, including within the Privacy Policy, and constitute the entire agreement with respect to access to and use of the Sites, Services, and Content.

Severability

If any provision of these Terms of Use is deemed unlawful, void, or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability.

No Waiver

No waiver of any provision hereof shall be valid unless in writing signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy.

Governing Law and Venue – Massachusetts

Any Dispute between the parties that is not subject to arbitration, shall be resolved in the state or federal courts of the State of Massachusetts and the United States, respectively, sitting in the State of Massachusetts.

How to Contact Us!

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