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You warrant and represent that you own or otherwise control all the rights to the content and that public posting and use of your content by us will not infringe or violate the rights of any third party.

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As a user, purchaser, licensee and viewer of our Site, you agree that you will not copy, steal, adapt, misrepresent our Site ownership as yours, reverse engineer, create derivative works, share, republish, modify, sell, resell, falsify, or take any inappropriate, illegal or damaging act with respect to our content or Site. You understand that engaging in any of these acts may subject you to copyright and trademark infringement, criminal and civil prosecution and revocation of license and permission to use of our content and Site.

Request for Consent to Use Our Content

If you would like to use our content in any manner that is prohibited pursuant to these Terms, or any of our other policies and agreements, you must seek written consent BEFORE HAND understanding that your request is subject to denial. You may request by contacting us at info@shevellemcpherson.com

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Company respects the intellectual property rights of others. If you believe that material located on or linked to our Site violates your copyright, you are encouraged to notify us at marinastamos.com in accordance with Company's Digital Millennium Copyright Act ("DMCA") Policy. Company will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Company will terminate a visitor's access to and use of the Site if, under appropriate circumstances the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Company or others. In the case of such termination, Company will have no obligation to provide a refund of any amounts previously paid to Company.

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Visiting the Site or sending emails to the Site constitutes electronic communications. You

hereby consent to receive electronic communications and agree that all agreements, notices, disclosures and other sources of communication provided to you electronically, via email and on the Site, satisfy any legal communication that such communications be in writing.

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Our Site may link you to other third-party web sites that are not owned or controlled by us. We have no control over the content and privacy practices of those sites and therefore assumes no responsibility regarding those websites. Users are responsible for reading the terms and conditions and privacy policy of any third-party website and agree that we shall not be responsible or liable for any damages, directly or indirectly, as a result of use or reliance on third party content, goods, services or any information available through any such website. Please review our [Privacy Policy](#).

No Unlawful or Prohibited Use

You agree not to use our Site for any unlawful or prohibited purpose. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use of the Site. You agree not to use our Site for fraudulent purposes or criminal activity, including but not limited to impersonation, harassment, annoyance or deception.

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We shall not be liable to any party for any direct, indirect, special, incidental, equitable or consequential damages for any reliance on or Site or its content or anyone affiliated with us in any way. You hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries accidents, misapplication of information, or any other loss, physical or mental condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages.

Indemnification

You agree to indemnify, defend and hold harmless Marina Stamos, our officers, directors, employees, agents and third parties, for any losses, liabilities, cost, expenses, attorney fees and any other cost arising out of your use of or inability to use the Site or services, your violation of any terms of this agreement or your violation of a third party right or other laws or regulations.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms is only in the State or Federal Courts in the State of New Jersey. You hereby consent to personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Severability

If any provision of these Terms is held by a court of law to be illegal, invalid, or unenforceable, (a) the Parties shall amend that provision to achieve substantially the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or invalidated.

Dispute Resolution

Any disputes involving these Terms shall be submitted to binding arbitration in Pennsylvania in accordance with the prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. In Company's sole discretion, intellectual property disputes may be handled through the appropriate state or federal court in the Commonwealth of Pennsylvania, and you consent to exclusive jurisdiction and venue in such courts.

Notice of Change

We reserve the right to modify or replace these Terms at any time. You have the responsibility to keep updated as to all such changes by periodically checking our Site. Your continued use of this Site after changes to the Terms constitute your acceptance to the modified or replaced Terms and your consent to abide by the Terms as modified or replaced whether you have read them or not.

Termination

We may terminate your use and access to our Site immediately, without notice or liability, for any reason within our sole discretion, including but not limited to breach of these Terms, our Privacy Policy, our Disclaimer or any other agreement with us related to our products, services and content.

Contact Us

If you have any questions or concerns regarding these Terms and Conditions, email us at info@shevellemcpherson.com and put "Terms" in the subject line.