

Maggie Sottero Designs, LLC Terms of Use

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Please read the Terms of Use carefully before you start to use the Maggie Sottero Designs Website and Services. By accessing and using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.maggiesottero.com/faq/privacy-policy>, incorporated herein by reference. If you do not wish to agree to these Terms of Use or the Privacy Policy, you must not access or use the Maggie Sottero Designs Website or Services.

These Terms of Use (this "Agreement") set forth the legally binding terms for your use of Maggie Sottero Designs Services. By using the Maggie Sottero Designs Website, whether as a "Visitor" (meaning you simply browse the Maggie Sottero Designs Website) or as a "User" (meaning you have registered with and/or submitted content to the Maggie Sottero Designs Website either as an individual or as a company), you agree to be bound by this Agreement and the Maggie Sottero Designs Privacy Policy located at <https://www.maggiesottero.com/faq/privacy-policy>. This Agreement includes your rights, obligations and restrictions regarding your use of the Maggie Sottero Designs Website and Services, so please read it carefully.

Maggie Sottero Designs may modify and update this Agreement from time to time in our sole discretion and each modification and/or update will be effective immediately when it is posted on the Maggie Sottero Designs Website. You agree to be bound to any changes to this Agreement through your continued use of the Maggie Sottero Designs Services. You will not be notified of any modifications to this Agreement, so it is important that you review this Agreement regularly to ensure you are aware of any changes, as they are binding on you.

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1. **Eligibility.** Use of the Maggie Sottero Designs Services is void where prohibited. You represent and warrant that you are legally able to accept these Terms of Use, and affirm that you are of legal age to form a binding contract, or have obtained parental or guardian consent to do so. If you do not agree to these Terms of Use, you may not use the Website or Services. By registering, you (i) represent and warrant that you have the right, authority, and capacity to enter into and to fully abide by all of the terms and conditions of this Agreement, and (ii) agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of Maggie Sottero Designs Services and all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.
2. **Term.** This Agreement shall remain in full force and effect while you use the Maggie Sottero Designs Services or are a Visitor or User. Maggie Sottero Designs may terminate your use of the Maggie Sottero Designs Website or the Maggie Sottero Designs Services, in its sole discretion, for any reason or no reason whatsoever, at any time, without warning or notice to you.
3. **Non-commercial Use by Members.** The Maggie Sottero Designs Services are for the personal use of Visitors and Users only and may not be used by you in connection with any commercial endeavors except those that are specifically endorsed or approved by Maggie Sottero Designs. Illegal and/or unauthorized use of the Maggie Sottero Designs Services, including but not limited to collecting usernames and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Maggie Sottero Designs Website is prohibited. Appropriate legal action will be taken for any illegal or unauthorized use of the Maggie Sottero Designs Services.
4. **User Content.**
 - Maggie Sottero Designs does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "User Content") that you upload to, submit to, or embed on the Maggie Sottero Designs Website.. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content posted by you to or through the Maggie Sottero Designs Website.
 - After posting, uploading or embedding User Content to the Maggie Sottero Designs Website, you continue to retain such rights in such User Content as you held prior to posting such User Content on the Maggie Sottero Designs Website and you continue to have the right to use your User Content in any way you choose. However, by displaying or publishing ("posting") any User Content on or through the Maggie Sottero Designs Website, you hereby grant to Maggie Sottero Designs a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, display, reproduce, adapt, modify (e.g., re-format), re-arrange, and distribute your User Content through any manner, mode of delivery, or media now known or developed in the future. Where possible, photographs used on the Maggie Sottero Designs Website and in any Maggie Sottero Designs publication will include attribution to the photographer and/or copyright holder. As part of the non-exclusive license you grant to Maggie Sottero Designs, you agree to

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- This license will terminate at the time you remove your User Content from the Maggie Sottero Designs Website except as to any User Content that Maggie Sottero Designs has sublicensed prior to your removal of your User Content from the Maggie Sottero Designs Website, which license shall continue in perpetuity. To remove User Content, please send a request to contactus@maggiesottero.com and include a brief description of the item(s) to be removed along with a URL of the item(s) current location on the Maggie Sottero Designs Website. We will remove the item(s) as quickly as possible and in line with our record retention policies.

5. **Content Uploaded, Submitted, Embedded.**

- Please choose carefully the User Content that you upload to, submit to, or embed on the Maggie Sottero Designs Website and that you provide to other Users as you are solely responsible for your User Content and for any liability that may result from the User Content you post.
- Maggie Sottero Designs does not endorse or guarantee the accuracy, efficacy, or veracity of the User Content posted by you or other Users. You acknowledge that we have no way to monitor all User Content that is uploaded to or embedded on the Maggie Sottero Designs Website. If you become aware of any inappropriate User Content on the Maggie Sottero Designs Website or any misuse of Maggie Sottero Designs Services by any person, please contact Maggie Sottero Designs at contactus@maggiesottero.com.
- **Maggie Sottero Designs reserves the right, in its sole discretion, to reject, refuse to post or remove any User Content you provide, or to restrict, suspend, or terminate your access to all or any part of Maggie Sottero Designs Services at any time, for any reason or for no reason, with or without prior notice, and without liability to you or any third party.**

6. **Prohibited Content and Activity.** Maggie Sottero Designs reserves the right, **in its sole and absolute discretion**, to determine whether User Content or Activity engaged in in connection with your use of the Maggie Sottero Designs Service is appropriate for the Maggie Sottero Designs Website, and to remove any User or User Content, without notice or liability to you, which it determines to be inappropriate. Maggie Sottero Designs' right to remove and User or inappropriate User Content shall not be its sole right with respect to inappropriate User Content or User Activity, and Maggie Sottero Designs expressly reserves the right to investigate, report and take appropriate legal action against anyone who, in Maggie Sottero Designs' sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities.

7. **Copyright Policy.** You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to Maggie Sottero Designs or

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8. **User Disputes.** You are solely responsible for your interactions with other Maggie Sottero Designs Users. Maggie Sottero Designs reserves the right, but has no obligation, to monitor disputes between you and other Users and to immediately terminate the privileges of any User for any reason or for no reason. **Privacy.** Use of the Maggie Sottero Designs Services is also governed by our Privacy Policy, located at <https://www.maggiesottero.com/faq/privacy-policy> and incorporated into this Agreement by this reference
9. **VIOLATIONS.** Please report any violations of these Terms of Use to us by emailing us at contactus@maggiesottero.com