

Terms of Use

Effective Date of Terms of Use: January 8, 2018

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This is a legal agreement between you ("you" or "user") and us and states the material terms and conditions that govern your use of the Sites. This agreement, together with all updates, supplements, additional terms, and all of LNM's rules and policies collectively constitute and shall be referred to as the "Agreement" between you and LNM. BY ACCESSING THE SITES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE AND CONDITIONS OF USE STATED HEREIN, PLEASE IMMEDIATELY LEAVE THIS SITE.

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You shall not use LNM's name or any language, pictures or symbols which could, in LNM's judgment, imply LNM's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

Fees

For all charges for any products and services sold on the Sites, LNM or its vendors or agents will bill your credit card or an alternative payment method. When you provide credit card information to us or our vendors, you represent to us that you are the authorized user of the credit card that is used to pay for the products and services. In the event legal action is necessary to collect on balances due, you agree to reimburse LNM and its vendors or agents for all expenses incurred to recover sums due, including attorney's fees and other legal expenses. You are responsible for purchase of, and payment of charges for, all Internet access services and telecommunications services needed for use of the Sites.

Privacy Policy

Data collection and use, including data collection and use of personal information is governed by LNM's Privacy Policy which is incorporated into and is a part of this Agreement.

User Submissions

Where we have specifically invited or requested user submitted content of any kind, we encourage members of the public to submit such content (e.g., user generated content, postings to forums, comments on content, participation in communities) to LNM that they have created for consideration in connection with the Sites and any related programs ("User Submissions"). User Submissions remain the intellectual property of the individual user. By posting your content on the Sites, you expressly grant LNM a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. We may refuse or remove User Submissions for any reason and without notice. All User Submissions are deemed non-confidential and LNM shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

By submitting any User Submissions, you consent to the following rules:

- User Submissions must not infringe on the copyright, trademark, patent or other intellectual property right of any third party. If your User Submission is not your original work, you must obtain all necessary permissions from any persons who contributed to or otherwise may control rights in all or part of the User Submission to submit the User Submission in accordance with these Terms.
- User Submissions must not violate a third party's right to privacy or publicity. You must obtain all necessary permissions from any individuals identified in or implicated by your User Submission, including those shown in photographic content, and, in the case of minors, also from their parents or legal guardians, as appropriate.
- User Submissions should relate to the content on the Sites and should be intended to add to the discussion and community on the Sites.
- User Submissions must be respectful of others. Epithets or other language or material intended to intimidate or to incite violence are strictly prohibited. Your User Submission may not include any negative comments that are connected to race, national origin, gender, sexual orientation or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit.
- User Submissions may not contain any commercial material. You may not solicit funds, promote commercial entities or otherwise engage in commercial activity through your User Submission. Soliciting other users to join or become members of any commercial online service or other organization is expressly prohibited.
- Do not impersonate any other person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
- Remember that other areas of the Sites are public. Do not post personal information (*e.g.*, full name, password, phone number, address, email address or other personally identifiable information or contact information) in these areas.

All User Submissions must comply with these rules and any additional guidelines posted on the Sites, as applicable. User Submissions do not represent the views of LNM or any individual associated with LNM, and we do not control this content. In no event shall you represent or suggest, directly or indirectly, LNM's endorsement of User Submissions. LNM does not vouch for the accuracy or credibility of any User Submissions, and does not take any responsibility or assume any liability for any actions you may take as a result of reading User Submissions on the Sites. Through your use of the Sites, you may be exposed to Content and User Submissions that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international issues and foreign nationals. By using the Sites, you assume all associated risks.

Removal of User Submissions

We will not monitor, edit, or disclose the contents of a user's email unless required in the course of normal maintenance of the Sites and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on LNM or the Sites; (2) protect and defend the rights or property of LNM, the Sites, or the users of LNM; or (3) act in an emergency to protect the personal safety of our guests, the Sites, or the public. Users shall remain solely responsible for the content of their messages and LNM shall have no obligation to pre-screen any such content. However, we shall

have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Sites. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms of Use access to the Sites.

In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from the Sites. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

Account Registration and Security

If you decide to register as a member of a Site, you may receive or establish one or more user names, passwords and accounts. In consideration of use of your registration, you will: (a) provide true, accurate, current and complete information about yourself as prompted by the applicable registration form (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or LNM has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, LNM has the right to suspend or terminate your account and refuse any and all current or future use of the Sites (or any portion thereof). You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the registration and Sites. We have the right to provide user billing, account, content or user records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business) to third parties.

Representations and Warranties

You shall be solely responsible for your own User Submissions, your use of your registration and the consequences of posting or publishing or participating in the Sites. In connection with User Submissions and your use of the Sites, you affirm, represent and warrant the following: (i) you are over the legal age to contract (or your parent or guardian has consented to your User Submission and your use of the Sites) and have the right and authority to enter into this Agreement, and are fully able and competent to satisfy the terms, conditions and obligations herein; (ii) you have obtained all consents, and possess all copyright, patent, trademark, trade secret and any other proprietary rights, or the necessary licenses thereto, to grant the licenses herein; (iii) if necessary you have the written consent of each and every identifiable natural person in the User Submission to use such persons name or likeness in the manner contemplated by the Sites and these Terms of Use, and each such person has released you from any liability

that may arise in relation to such use; (iv) you have read, understood, agree with, and will abide by the terms of this Agreement; (v) the User Submission and LNM's use thereof as contemplated by these terms and the Sites will not infringe any rights of any third party, including but not limited to any intellectual property rights, privacy rights and rights of publicity; (vi) the User Submissions do and will not contain: (a) material falsehoods or misrepresentations that could harm LNM or any third party; (b) content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing or encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; (c) advertisements or solicitations of business; or (d) impersonations of third parties, other than those which are readily apparent and not otherwise in violation of these Terms of Use.

Termination

LNM may suspend or terminate any user's access to all or any part of the Sites including any account thereon, without notice, for any reason in LNM's sole discretion, including without limitation LNM's belief that such access would violate any applicable law or would be harmful to the interests of LNM or another user. Upon termination, you will lose access to all the Sites and all Content thereon. The obligations that you have to LNM under these Terms of Use will continue even after we suspend or terminate your access to the Sites.

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In the event that you have a dispute with one or more other users of the Sites, you release LNM (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

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If you registered as a member of a Site, you are entirely responsible for any and all activities that occur under your account and agree to indemnify, defend, and hold harmless the above-mentioned parties for any liability or expense arising from such use or misuse. You agree to

immediately notify us of any unauthorized use of your account or any other breach of security known to you.

Force Majeure

Neither LNM nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their respective reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

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This Agreement is the entire agreement between the user and LNM and supersedes any prior understandings or agreements (written or oral).

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3. A description of where the material that you claim is infringing is located on the Sites;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
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phone: 919-815-9769. By email: info@lakenmoor.com.

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