

## Terms of Service Agreement

This website is owned and operated by Write the Vision Media LLC, a Georgia limited liability company.

This Terms of Service Agreement ("Agreement") is a legal Agreement between you (The "User" and Write the Vision Media LLC (Write the Vision," "We" or "Us" ) governing your use of the website.

Please read this Agreement carefully before using the site. By accessing or using the site, you acknowledge and agree to be bound by the terms and conditions of this Agreement. If you do not agree with these terms and conditions, you must refrain from using the site.

### 1. Site Access and Use

(a) Eligibility: By using the site, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into this Agreement. If you are accessing the site on behalf of an organization, you represent and warrant that you have the authority to bind the organization to this Agreement.

(b) License: Subject to your compliance with this Agreement, the Company grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the site for your personal or internal business purposes.

(c) Prohibited Activities: You agree not to engage in any of the following activities:

- Violating any applicable laws, regulations, or third-party rights;
- Impersonating any person or entity or falsely representing your affiliation with any person or entity;
- Uploading, posting, or transmitting any content that is unlawful, defamatory, obscene, offensive, or infringing upon intellectual property rights;
- Post any material containing viruses, Trojan horses, worms, or any other disruptive or harmful component;
- Interfering with or disrupting the integrity or performance of the site or its associated systems;
- Using the site for any illegal or unauthorized purpose;
- Collecting or storing personal information of other users without their consent;
- Engaging in any activity that may harm, exploit, or cause damage to the site or its users.

## **2. User Eligibility**

- The Company does not knowingly collect any Personal Identifiable Information from children under the age of 13. If we learn at any time that we have been providing services to or have collected the information of a child under the age of 13 then we will immediately destroy this personal information unless we are legally obligated to retain such data. Please email us at [PRIVACY EMAIL] if you believe that we have unintentionally provided services to or collected the information about a child under the age of 13.
- If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.
- Children between the ages of 13 and 18 years of age must receive permission from a parent or legal guardian to access this website.
- Appropriate Communication

## **3. Intellectual Property Rights**

(a) Ownership: The Company retains all right, title, and interest in and to the site, including all intellectual property rights associated with it. This Agreement does not grant you any ownership or rights to the site except for the limited license granted under section 1(b).

(b) User Content: By submitting or posting any content on the site, you grant the Company a non-exclusive, worldwide, royalty-free, and transferable license to use, reproduce, modify, adapt, publish, translate, distribute, display, and perform such content for the purposes of providing and promoting the site.

(c) Copyright Infringement: the Company respects the intellectual property rights of others and expects users to do the same. If you believe that your copyrighted work has been infringed, please notify the Company in writing and provide the necessary information to verify your claim.

## **4. Privacy**

Your use of the site is subject to the Company's Privacy. By using the site, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Policy.

## **5. DISCLAIMER**

THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY

WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND/OR RELATED DOCUMENTATION, THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, TIMELY, ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICES ARE OR WILL REMAIN UPDATED, COMPLETE OR CORRECT, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SYSTEMS THAT MAKE THE SERVICES AVAILABLE (INCLUDING WITHOUT LIMITATION THE INTERNET, OTHER TRANSMISSION NETWORKS, AND YOUR LOCAL NETWORK AND EQUIPMENT) WILL BE UNINTERRUPTED OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS PROVIDED IN SECTION 9.2, THE SERVICES AND ANY PRODUCTS AND THIRD-PARTY MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SOLELY FOR YOUR USE IN ACCORDANCE WITH THIS AGREEMENT. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH WRITE THE VISION MEDIA LLC AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "WRITE THE VISION MEDIA LLC PARTIES").

## **7. Limitation of Liability**

To the fullest extent permitted by law, Write the Vision Media LLC shall not be liable for any direct, indirect, incidental, consequential, or exemplary damages arising out of or in connection with your use of the site. This includes damages for loss of profits, goodwill, use, data, or other intangible losses, even if Write the Vision Media LLC has been advised of the possibility of such damages.

## **8. Indemnification**

You agree to defend, indemnify, and hold harmless Write the Vision Media LLC and its affiliates, officers, directors, employees, and agents from and against any claims, actions, demands, damages, losses, liabilities, and expenses arising out of or in connection with your use of the site, your violation of this Agreement, or your violation of any applicable laws or regulations.

## **9. Modifications to the Agreement**

Write the Vision Media LLC reserves the right to modify or update this Agreement at any time without prior notice. It is your responsibility to review this Agreement periodically. By continuing to use the site after any modifications, you agree to be bound by the updated terms and conditions.

## **10. Termination**

Write the Vision Media LLC may, in its sole discretion, suspend or terminate your access to the site, without prior notice, for any reason. Upon termination, your license to use the site shall be immediately revoked, and you must cease all use of the site.

## **11. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal actions arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Gwinnett County.

## **12. Entire Agreement**

This Agreement constitutes the entire Agreement between the user and Write the Vision Media LLC regarding your use of the site and supersedes any prior or contemporaneous understandings or Agreements, whether written or oral.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By using the site, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.

If you have any questions or concerns about this Agreement, you may email [writethevisionmedia@gmail.com](mailto:writethevisionmedia@gmail.com)

This Agreement was last updated on July 12, 2025.