

## **SIX SISTERS STUFF TERMS OF USE AND PRIVACY POLICY**

Six Sisters Stuff, LLC (“Six Sisters Stuff”, “we”, or “our”) operates an online blog. We look forward to your participation on our website, and we want to provide you with the terms that govern your use of and participation in our website. By using any of Six Sisters Stuff’s services, posting comments or otherwise viewing any of its webpages, you are indicating that you agree to these terms of use (“Terms”). *Please read these Terms in their entirety and do not use Six Sisters Stuff’s services or website if you disagree with these Terms.*

### **WHAT WE DO**

Six Sisters Stuff creates an online community where lifestyle information can be shared and found. You can actively participate in the community by searching, rating, and commenting on our posts.

### **OUR OBLIGATIONS TO YOU**

We are committed to providing you with quality service, enjoyable experiences, and fun ideas. However, we cannot guarantee that the products, services, or ideas on our website will meet your personal taste or expectations. While we promote high standards and original, quality ideas, it is ultimately up to each visitor or advertiser to share products, services, or ideas that meet your satisfaction. Our role is to provide the software, the forum, and the other means necessary to make sure that you and others have a positive experience in our community.

### **YOUR OBLIGATIONS TO SIX SISTERS STUFF**

#### **1. Your Conduct**

- a. You agree to keep your posts respectable and authentic and agree to not post objectionable content.

#### **2. Your Representations and Warranties**

You represent and warrant to Six Sisters Stuff that:

- a. You understand that all content on Six Sisters Stuff is the property of Six Sisters Stuff, its other users, or a third-party. You agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit any content on Six Sisters Stuff (except for your own content) without our permission;
- b. All of the information you submit to us is truthful and accurate;
- c. You are responsible for the continued accuracy of your information by keeping your information updated;
- d. You are age 18 or older, and you are not prohibited by any laws or agreements with others from using this website;

- e. These Terms are supported by reasonable and valuable consideration, the receipt and adequacy of which you acknowledge. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, access to our community, and recognition and compensation that may arise as a result of using our services.

### **3. Indemnification**

- a. You agree to indemnify and hold Six Sisters Stuff, its parents, subsidiaries and affiliates, agents, officers, directors, or other employees harmless from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable attorneys' fees, made by anyone in connection with your use of our services for any alleged infringement of intellectual property, copyright or other right of any person or entity relating to your actions or content, your violation of these Terms, or any other acts or omissions relating to our services.

### **PRIVACY**

We care about your privacy and security. We monitor activity on the website to better provide services to you and others. We do not sell your information to others, and your information will only be used for Six Sisters Stuff's purposes. While we work to protect the security of your content, we cannot guarantee that third parties will not be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

We use third-party advertising companies to serve ads when you visit our Web site. These companies may use aggregated information (not including your name, address, email address or telephone number) about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, please see: [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp)

### **LINKS AND ADVERTISEMENTS**

As a courtesy to you, Six Sisters Stuff may offer you links to other websites or may display advertisements, some of which may be affiliated with Six Sisters Stuff while others are not. We are not responsible for the contents of any websites created and maintained by others. Visiting any such third-party website pages is at your own risk. Six Sisters Stuff has no control of these third-party websites, nor does it guaranty anything in connection with these websites. Your use of these websites is voluntary, and your reliance on such information should be made only after independent review. References to commercial products or services within any other websites do not constitute or imply an endorsement by Six Sisters Stuff.

### **MODIFICATIONS**

Six Sisters Stuff has the right to modify these Terms, its compensation schedule, or its services, including its website, at any time and without notice to you. Continued use of our

services indicates that you have accepted and agree to be bound by the modified Terms, compensation schedule or services. Modifications will be effective the day they are posted unless a later effective date is indicated. Six Sisters Stuff also has the right to terminate its services at any time.

#### **DISCLAIMER OF WARRANTIES**

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IN NO EVENT SHALL SIX SISTERS STUFF'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO SIX SISTERS STUFF OR A VENDOR, IF ANY, OR (B) \$100 (WHICHEVER IS LESS).

YOU AND SIX SISTERS STUFF AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND SIX SISTERS STUFF AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH OUR SERVICES OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SERVICES, EXCEPT AS MAY BE PROVIDED FOR IN THESE TERMS OF USE.

#### **LEGAL ITEMS**

Applicable Law. These Terms shall be governed by and construed in accordance with the laws of the State of Utah, despite any conflict of law provisions to the contrary.

Disputes. By using our services, you consent to resolve any disputes associated with these Terms, with Six Sisters Stuff, or with our services in a Utah State Court in Salt Lake County, Utah. If there is a dispute between you and any third-party (such as a party claiming ownership of one of your recipes), these Terms do not obligate us to be involved in any way to help resolve that dispute beyond the provisions outlined in the Copyright section, and nothing contained herein shall be construed as creating a liability on our part for an act or omission of a third-party or other user.

Intellectual Property Rights. Six Sisters Stuff has intellectual property rights in its services and associated content placed on its website. These include, but are not limited to, trademarks and copyrights. You are granted an individual, personal, non-exclusive, non-transferable license to access the content on Six Sisters Stuff's website and to print copies of any content only for your personal use. Except as expressly provided above, all rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on our website, electronic reproduction, adaptation, distribution, performance or display is prohibited. Commercial use of any content is prohibited.

Entire Agreement. These Terms and the documents mentioned herein constitute the entire agreement between you and Six Sisters Stuff, superseding all prior agreements between you and Six Sisters Stuff.

No Waiver. The failure of Six Sisters Stuff to exercise or enforce any right or provision of the Terms shall not constitute a waiver of Six Sisters Stuff's said right or provision.

Headings & Construction. The section titles, captions, and headings contained in these Terms are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of these Terms or the effect of any of its provisions. The language in these Terms shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.

Severability. If any provision or part of a provision of the Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from the Terms of Use and does not affect the validity and enforceability of any remaining provisions.