

# **TERMS OF USE**

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Violate any applicable laws or regulations;

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Display adult nudity or inappropriate child nudity.

Upload photographs of people who have not given permission for their photographs to be uploaded to a share site.

Use the Share Sites for the sale of goods or services.

Post objectionable material, such as material containing hate or malicious content or offers for adult services, or material inciting or advocating terrorism or violence.

If you fail to comply with the above rules, such failure will constitute a violation of these Terms, and in addition to any other rights or remedies we may have, we may immediately terminate your access to and use of our Sites and Apps.

Some features of our Sites and Apps may enable you to send and receive transmissions. You acknowledge that we have no responsibility or liability for any transmissions, and/or any content included in such transmissions,

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The following guidelines have been established by the U.S. Postal Service governing images which are restricted from appearing on customized postage:

Content or images, whether appearing individually or in combination with other content or images, that may cause the Customized Postage program to become a public forum, including but not limited to:

Content or images actively advocating or disparaging the religious, political, or legal agenda of any person or entity, including but not limited to content or images designed to influence a specific piece of legislation. Partisan or political content or images, including but not limited to content or images supporting or opposing election.

Content or images related to human reproduction or sexuality, including but not limited to content or images related to services or counseling with regard to pregnancy, abortion, or other sexual matter.

Unlawful content or images including but not limited to:

Deceptive, defamatory, slanderous, libelous or obscene content or images.

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Content or images depicting graphic violence.

Content or images depicting illegal activities, illegal substances, and paraphernalia designed for use in connection with illegal substances or activities, or convicted criminals.

Content or images depicting profanity, nudity, or sexually explicit functions or materials.

Content or images related to the sales of alcoholic beverages, tobacco or tobacco related products.

Content or images related to the sale of products designed for use in connection with sexual activity, or product, services or entertainment directed to sexual stimulation.

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You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, and creating a password. You agree that you will provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. You are responsible for safeguarding the confidentiality of your username and password that you use to access your member account on our Sites and Apps. You agree not to disclose your username or password to any third party. YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. You will

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In order to create a member account with any of our Sites and Apps, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites and Apps.

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Video Plans allow for the recording, storage and downloading of video files ("Video Content"). The fees for Video Plans will vary depending on storage capacity and other features.

If you exceed the limits of your plan, you may be prevented from adding more video content to your final video, and you will be prompted to upgrade your plan. You may upgrade your plan at any time by accessing the "Settings" area of the Site ([www.mydigitalguestbook.com](http://www.mydigitalguestbook.com)). If you do not delete sufficient video content, we reserve the right to suspend or terminate your plan.

By enrolling in the Video Plan, you expressly allow us to charge a fee to the payment method ("Payment Method") you selected during purchase (or to a different Payment Method if you change your billing information) at

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In the event of cancellation, expiration, downgrade or termination of your membership and Video Plan, you may be unable to access your Video Content and you may no longer be allowed to upload additional Video Content. You may also lose access to certain features or functionality only available to current subscribers.

**IN THE EVENT OF CANCELLATION, EXPIRATION, DOWNGRADE, OR TERMINATION OF YOUR VIDEO PLAN OR MEMBERSHIP, WE MAY ALSO DELETE SOME OR ALL OF YOUR VIDEO CONTENT.**

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account(s), personally identifiable information that you post to your SNS account(s) will be available on the Site and through our Apps. Please note that if an SNS account becomes unavailable or SNS terminates our access to your SNS account(s), any Content from that SNS may no longer be available on the Site and through our Apps. You have the ability to disable the connection between the Site and Apps and your SNS account(s), at any time, by accessing the "Settings" section of the Site and Apps.

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You agree that we may (but are not obligated to) filter any User Submitted Materials (including, without limitation, deleting or replacing expletives or other harmful or offensive language), refuse to use any User Submitted

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You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after My Digital Guestbook receives notice at the Notice Address that you have commenced arbitration My Digital Guestbook will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless My Digital Guestbook and you agree otherwise, any arbitration hearings will take place in the county of your residence.

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