

# **The Edward Ringwald Websites Network**

## **Website terms and conditions**

### ***Revised as of April 2018***

#### **Introduction**

We welcome you to the websites of the Edward Ringwald Websites Network, and we're glad you came by to visit! As with most websites there are a set of terms and conditions in order to level the playing field for everyone.

These terms and conditions govern your use of the Websites; by using the Websites, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the Websites.

The Websites as defined mean the following websites owned and operated by Edward Ringwald as part of the Edward Ringwald Websites Network:

EdwardRingwald.com  
Interstate275Florida.com  
DrawBridgeAhead.com  
Blog.EdwardRingwald.com  
Blog.Interstate275Florida.com  
RRBlog.EdwardRingwald.com  
EdwardRingwaldWebsites.com

#### **License to use the Websites**

Unless otherwise stated, Edward Ringwald and/or its licensors own the intellectual property rights in the Websites and material on the Websites. Subject to the license below, all these intellectual property rights are reserved worldwide under the copyright laws of the United States of America as codified in Title 17 of the United States Code.

You may view, download for caching purposes only, and print pages, pictures or Portable Document Format (PDF) Documents from the Websites for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from the Websites (including republication in any media format including, but not limited to, another website);
- sell, rent or sub-license material from the Websites;
- reproduce, duplicate, copy or otherwise exploit material on the Websites for a commercial purpose; or
- redistribute material from the Websites.

#### **Acceptable use**

You must not use the Websites in any way that causes, or may cause, damage to the Websites or impairment of the availability or accessibility of the Websites; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the Websites to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Websites without Edward Ringwald's express written consent.

You must not use the Websites to transmit or send unsolicited commercial communications.

You must not use the Websites for any purposes related to marketing without Edward Ringwald's express written consent. The name and likeness of Edward Ringwald is protected by United States federal and Florida laws pertaining to the rights of publicity and privacy. ***Any unauthorized use of the name and/or likeness of Edward Ringwald for commercial, marketing and/or fraudulent purposes, including any form of telemarketing to solicit goods and/or services, is prohibited. Further, any unauthorized use of the name and/or likeness of Edward Ringwald where any form of sponsorship or endorsement is implied is also prohibited. Such unauthorized use will subject the user so responsible to civil legal action.***

### **User content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose. This includes, but is not limited to, comments submitted as part of a reply to an entry that Edward Ringwald has on its blogs.

You grant to Edward Ringwald a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Edward Ringwald the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Edward Ringwald or a third party (in each case under any applicable law).

You must not submit any user content to the Websites that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Edward Ringwald reserves the right to edit or remove any material submitted to the Websites, or stored on Edward Ringwald's servers, or hosted or published upon this website. This includes material submitted as a reply to a blog entry posted on the Websites. However, such editing or removal of material so submitted, stored or hosted shall be in response to a complaint of infringing material pursuant to the United States Digital Millennium Copyright Act.

Notwithstanding Edward Ringwald's blog moderation rights under these terms and conditions in relation to user content, Edward Ringwald does not undertake to monitor the submission of such content to, or the publication of such content on, the Websites.

All comments submitted in response to a blog entry that Edward Ringwald has on its blogs are subject to review by moderation as well as the Community Guidelines as posted from time to time.

### **No warranties**

The Websites are provided "as is" without any representations or warranties, express or implied. Edward Ringwald makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Edward Ringwald does not warrant that:

- the Websites will be constantly available, or available at all; or
- the information on the Websites are complete, true, accurate or non-misleading.

Nothing on the Websites constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or financial matter you should consult an appropriate professional.

### **Limitations of liability**

Edward Ringwald will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Edward Ringwald has been expressly advised of the potential loss.

#### **Reasonableness**

By using the Websites, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use the Websites.

#### **Other parties**

You accept that Edward Ringwald has an interest in limiting his personal liability. You agree that you will not bring any claim personally against Edward Ringwald in respect of any losses you suffer in connection with the Websites.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Edward Ringwald's successors and assigns as well as Edward Ringwald.

#### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

#### **Indemnity**

You hereby indemnify Edward Ringwald and undertake to keep Edward Ringwald indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Edward Ringwald to a third party in settlement of a claim or dispute on the advice of Edward Ringwald's legal counsel) incurred or suffered by Edward Ringwald arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

#### **Breaches of these terms and conditions**

Without prejudice to Edward Ringwald's other rights under these terms and conditions, if you breach these terms and conditions in any way, Edward Ringwald may take such action as Edward Ringwald deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### **Variation**

Edward Ringwald may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of the Websites from the date of the publication of the revised terms and conditions on the Websites. Please check this PDF document, which is found on the portal of the Edward Ringwald Websites Network ([EdwardRingwaldWebsites.com](http://EdwardRingwaldWebsites.com)) regularly to ensure you are familiar with the current version.

#### **Assignment**

Edward Ringwald may transfer, sub-contract or otherwise deal with Edward Ringwald's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions constitute the entire agreement between you and Edward Ringwald in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the United States of America and of the State of Florida, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the United States and of Florida.

Any legal proceeding brought under these terms and conditions will be brought in the following courts:

For legal proceedings brought in the United States federal courts, venue shall be brought in the United States District Court for the Middle District of Florida, Tampa Division.

For legal proceedings brought in the Florida courts, venue shall be brought in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

### **The Edward Ringwald Websites Network details and contact information**

The Websites of the Edward Ringwald Websites Network are owned and operated by Edward Ringwald. The Websites are hosted on servers located in the United States of America.

You can contact Edward Ringwald in any one of the following methods:

#### *BY U.S. POSTAL SERVICE MAIL*

Edward Ringwald  
PO Box 21846  
Tampa, FL 33622-1846  
USA

#### *BY ELECTRONIC MAIL*

Please use our contact us page, located at EdwardRingwald.com, at this URL:

<http://www.edwardringwald.com/feedback.htm>

Edward Ringwald is the owner of the following domain names:

EdwardRingwald.com  
EdwardRingwald.org  
EdwardRingwald.net  
Interstate275Florida.com  
Interstate75Florida.com  
Interstate4Florida.com  
Interstate295Florida.com  
Interstate595Florida.com  
DrawBridgeAhead.com  
EdwardRingwaldWebsites.com  
EdwardRingwaldVideo.com

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