

TERMS OF USE

www.Bergencountymoms.com

Updated 1.22.21

1. **Your Use Is Subject to Agreeing to These Terms and Conditions.** You must Agree to these Terms your access to and use of this Web site, www.bergencountymoms.com or any services offered or provided by or through this Web site ("Services"), is subject to the terms and conditions stated in this legal notice and agreement ("Terms and Conditions"). This Web site www.Bergencountymoms.com is owned and operated by Bergen County Moms, LLC. By visiting our Site or otherwise signing up for and/or using our Service, you agree that you have read, understand and agree to be legally bound by these Terms. If you do not agree to these Terms, do not access or use the www.bergencountymoms.com. Terms and Conditions are subject to change from time to time, without notice, by updating or revising these Terms and Conditions. You are responsible for reviewing the www.bergencountymoms.com site for any modifications to these Terms that may affect your rights or obligations. Any access or use after changes to these terms and conditions will constitute acceptance of the revised Terms. In addition, specific pages on this Web site may set out additional terms and conditions, all of which are incorporated by reference into these Terms. In the case of inconsistencies between these Terms and information included in off-line materials (for example, promotional materials and mailers), these Terms will always control. You should periodically check this page to make sure you are up to date.

2. **Persons Under 21 Not Allowed.** You must be 21 years of age or older to use this Web site or become a member of Bergen County Moms. The information you provide to Bergen County Moms must be true and complete, including your age, and e-mail address.

3. **Personal Use Only.** Bergen County Moms, as well as the Services provided through www.Bergencountymoms.com are for your own personal use, and not for commercial use. The copyright in the materials and other content on the www.Bergencountymoms.com Web site is owned by or licensed to Bergen County Moms. You are authorized to use this material only for personal, non-commercial purposes. You may download, print and store copies of this material for your own personal, non-commercial use. The images of people or places displayed on the site are either the property of, or used with permission by Bergen County Moms. The uses of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or provided elsewhere on this Web site. Any unauthorized use of these images may violate copyright laws, trademark laws, rights of privacy or publicity, and communications regulations and statutes. Nothing contained on this Web site or Service should be construed as granting, by implication or otherwise, any license or right to use any trademark or service mark displayed on the Web site without the written permission of Bergen County Moms or any third party that may own the trademarks or service marks displayed on the site. Bergencountymoms.com will aggressively enforce its intellectual property rights to the fullest extent of the law.

4. **Inappropriate Content.** While Bergen County Moms encourages its members to participate on Bergencountymoms.com, Facebook/Bergencountymoms, Instagram/Bergencountymoms, with their comments and photographs, (collectively "Content"), users of Bergen County Moms (including members) shall not use Bergen County Moms or its Services to process or produce inappropriate Content ("Inappropriate Content"). Inappropriate Content includes, without limitation:

- a. content which is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
- b. copyrighted material used without the express permission of the owner;
- c. material which violates or infringes on the rights of others, including without limitation, the intellectual property rights of any person or entity, including without limitation, as to any copyright or trademark;
- d. material which contains viruses, worms, corrupt files, Trojan horses and other forms of corruptive code, or any other content which may compromise the Service;
- e. content which advocates illegal activity;
- f. content that harms anyone, including minors; or
- g. content that provides a link to or refers to any Web site containing any of the above.

Bergen County Moms may, at its sole discretion, delete, remove, discard, block, take down, eliminate, or otherwise prohibit the use of any Content which it determines, in its sole discretion, to be such Inappropriate Content. Bergen County Moms has the sole discretion to determine whether Content is Inappropriate Content. Bergen County Moms is not obligated to review any or all Content submitted or transmitted to it. Bergen County Moms may, at its sole discretion, delete, remove, edit materials for any reason, at any time, without notice. By viewing www.Bergencountymoms.com, you may be exposed to material or Content that you consider to be offensive. You take sole responsibility for such exposure.

5. **No Commercial Use.** You will not (i) reproduce, duplicate, copy, sell, resell or exploit any part of the Service, or (ii) use or access the Service for any commercial purpose.

6. **Privacy Policy.** We respect and value your privacy and have taken specific steps to protect it. Please see our Privacy Policy located on this Web site.

7. **Third Party Software.** Bergen County Moms may make third-party software available to its members through the Service. If you use such third-party software, you agree to be bound by the terms and conditions imposed by the third-party software provider, and that said agreement is between you and said software provider.

8. **Idea Submissions.** Any ideas or suggestions that you transmit to Bergen County Moms concerning the content or services contained in this website will be on a non-confidential basis. Bergencountymoms.com will be free to reproduce, publicly display, publicly perform, modify, sublicense, and distribute such content, and incorporate it in other works, in whole or in part, in any manner and any media now known or hereafter developed.

9. **Third Party Web Site.** Links to other Internet Web sites operated by third parties, including partners of Bergen County Moms, do not constitute sponsorship, endorsement or approval by Bergen County Moms of the content, policies or practices of such linked sites. Bergen County Moms is not responsible for the availability, content, security, policies or practices of linked sites, including without limitation the accuracy of content on linked sites and the privacy policies and practices of linked sites. Bergen County Moms makes no warranties or conditions regarding such third-party Web sites and will not be liable for any loss or damage caused by your use or reliance on such Web sites. Your use of Third-party Web sites is at your own risk.

10. **Termination.** Bergen County Moms may, in its sole discretion, terminate or restrict (i) your right to use this Web site, the Service, or (ii) your membership (or any part thereof) or and delete, remove and/or discard any Content at any time, without notice, for any reason, including, without limitation, for (i) conduct that violates these Terms or other policies or guidelines set forth by Bergen County Moms elsewhere on this Web Site, (ii) conduct Bergen County Moms believes is harmful to other Bergen County Moms users, the business of Bergen County Moms, or Affiliates, or (iii) failure to comply with requirements for being an member. Bergen County Moms will not be liable to you or any third-party for any termination of your access to the Web site.

11. **DMCA Copyright Claim Notice.** If you believe that your work or the work of another has been copied in a way that constitutes copyright infringement, Bergen County Moms has a process in place to respond to your concerns. Please see the Bergen County Moms Digital Millennium Copyright Act Agent Notice:

Digital Millennium Copyright Act Copyright Agent Notice

This notice is provided in accordance with the Digital Millennium Copyright Act. If you believe your copyright has been infringed in connection with this Web site or the services provided on or through this Web site, then provide Bergen County Moms' Copyright Agent with the following information in a written notice:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- 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;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Claims of copyright infringement by www.Bergencountymoms.com should be addressed to:

Copyright Agent

Bergen County Moms, LLC
143 East Ridgewood Avenue
#542
Ridgewood, NJ 07450

Or email claims of infringement to:
hello@Bergencountymoms.com

12. **LIMITATION OF LIABILITY.** TO THE TO THE FULLEST EXTENT PERMITTED UNDER LAW, BERGEN COUNTY MOMS AND BERGEN COUNTY MOMS AFFILIATES WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LIABILITIES LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF WITH RESPECT TO YOUR USE OF THE WEB SITE OR SERVICE, EVEN IF BERGEN COUNTY MOMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (i) USE OR INABILITY TO USE THE BERGENCOUNTYMOMS.COM WEB SITE AND SERVICES, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD PARTIES, (iv) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SERVICE, OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. ANY CAUSE OF ACTION AGAINST BERGEN COUNTY MOMS ARISING OUT OF OR IN CONNECTION WITH THE WEB SITE OR SERVICE MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF SAID CAUSE OF ACTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13. **INDEMNIFICATION.** YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BERGEN COUNTY MOMS, INCLUDING ITS MANAGERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, SUPPLIERS, INFORMATION PROVIDERS, AND AGENTS (COLLECTIVELY "BERGEN COUNTY MOMS AFFILIATES") FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM (1) ANY VIOLATION OF THESE TERMS AND CONDITIONS OR YOUR CONDUCT, INCLUDING WITHOUT LIMITATION YOUR NEGLIGENT OR WRONGFUL CONDUCT, OR (2) ANY ONE WHO HAS USED YOUR MEMBERSHIP WITH EXPRESS OR IMPLIED AUTHORITY TO USE YOUR MEMBERSHIP, OR (3), ANY CLAIM BY A THIRD PARTY FOR VIOLATION OR INFRINGEMENT OF HIS, HER OR ITS RIGHTS ARISING OUT OF OR IN CONNECTION WITH ANY CONTENT YOU PROVIDED TO BERGEN COUNTY MOMS,

INCLUDING WITHOUT LIMITATION, COPYRIGHT, TRADEMARK, TRADE SECRET, PATENT, RIGHT OF PUBLICITY, RIGHT OF PRIVACY, DEFAMATION, OR DISPARAGEMENT.

14. **Choice of Law; Forum.** You agree to submit to the jurisdiction of state courts located within the State of New Jersey, Bergen County and the federal courts located within the State of New Jersey, Essex County, and agree that any cause of action against Bergen County Moms must be brought in these courts and venues. You also agree that This Agreement shall be governed by and construed under the laws of the State of New Jersey without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, then United States of America law, rules, and regulations shall prevail and govern.

15. **Modification of Terms.** Bergen County Moms reserves the right to amend these Terms at any time, for any reason, and without notice, including the right to terminate the Service or any part of the Service. Any amendments or modifications made by Bergen County Moms will be prospective only.

16. **Entire Agreement.** These Terms constitute the entire agreement between you and Bergen County Moms governing your use of the Service. In the case of inconsistencies between these Terms and any information included in off-line materials (for example, promotional materials and mailers), these Terms will always control. You may also be subject to additional terms and conditions that may apply when you use Bergen County Moms Affiliate services, third-party content, or third-party software.

17. **No Waiver.** The failure of Bergen County Moms to exercise or enforce any Term will not constitute a waiver of such Term. If any Term is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

18. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

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