# Bound to Journal

Terms of Service

# Accepting these Terms:

Please read these Terms of Service ("Terms") carefully before using Bound to Journal (the "Site") operated by Redsage LLC ("Redsage LLC").

By accessing or using any content on the Site you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Site.

# Privacy:

Your use of the Site is subject to Redsage LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications:**

Visiting the Site or sending emails to Redsage LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications providing electronically to you by Redsage LLC, via email and on the Site, satisfy any legal requirement that such communications be in writing.

By providing your phone number, you expressly consent to receive text messages from Redsage LLC. Message and data rates may apply. Your consent is obtained solely for the purpose of sending you information related to Redsage LLC and will not be shared with unauthorized third parties.

# Links to Third Party Sites:

The Site may link to other websites ("Linked Sites"). These Linked Sites are not under the control of Redsage LLC. Redsage LLC is not responsible for the contents of any Linked Sites. Redsage LLC provides these links as a convenience to you. The links do not constitute endorsement by Redsage LLC of the site or any association with its operators.

#### **Intellectual Property:**

You are granted a non-exclusive, non-transferrable, revocable license to access and use the Site in strict accordance with these Terms. All content included on this Site is the property of Redsage LLC and is protected by copyright and other laws that protect Redsage LLC's intellectual property and proprietary rights. You agree to not modify, publish, transmit, reverse engineer, or create derivative works found on the Site. You agree that you do have nor will have any ownership rights in any protected content, and that Redsage LLC does not grant you any licenses, express or implied, to the intellectual property of Redsage LLC except as expressly authorized by these Terms.

**Commented** [1]: Insert a hyperlink

### Indemnification:

You agree to indemnify, defend, and hold harmless Redsage LLC, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses relating to or arising out of you use of the Site or services. **Dispute Resolution:** 

Both You and Redsage LLC agree that any dispute or claim arising from or relating to these Terms shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

#### Liability Disclaimer:

The information and content on this Site may include inaccuracies or typographical errors. Redsage LLC may make periodical changes at any time. Redsage LLC makes no representations about the suitability, reliability, timeliness, or accuracy or the information on the Site. To the maximum extent permitted by applicable law, in no event shall Redsage LLC be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any other damages, without limitation.

## International Users:

Redsage LLC is owned and operated in the United States. If you access the Site or services provided by Redsage LLC outside of the United States of America, you are responsible for compliance with your local laws.

# **Access Restriction:**

Redsage LLC reserves the right, in its sole discretion, to terminate your access to the Site at anytime without notice.

### Governing Law:

These terms are governed by the laws of South Dakota without regard to its conflict of law rules, and the laws of the United States of America.

### **Entire Agreement:**

This agreement constitutes the entire agreement between you and Redsage LLC with respect to the Site and supersedes all prior or contemporaneous communications between you and Redsage LLC.

## Severability:

If any part of this agreement is determined to be invalid or unenforceable, the rest of this agreement shall still be enforceable and the portion deemed invalid will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

# Change to Terms:

Redsage LLC reserves the right, in its sole discretion, to change these Terms. The most current version of the Terms will supersede all previous versions. Redsage LLC encourages you to periodically review the Terms to stay informed on updates.

## Contact Us:

Redsage LLC encourages you to contact us at <u>allen@boundtojournal.com</u> or <u>lisa@boundtojournal.com</u> with any questions or comments regarding these Terms.

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