

TERMS AND CONDITIONS OF USE OF IRENEOGARDEN.COM

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Ireneogarden.com is an online community and forum for sharing original stories, poems, commentary and images about appreciation of our lives in the 21st century (“**Creative Work**”).

This Agreement is between you and the owner/operator of ireneogarden.com (“**we**” or “**us**”) and applies to your use of the ireneogarden.com website (the “**Website**”). The terms of the Website’s [Privacy Policy](#) are incorporated by reference into this Agreement and provide additional terms and conditions applicable to your use of the Website.

By accessing or using the Website, you indicate that you have read, agree with and accept all the terms and conditions of this Agreement, including the above referenced policies. If you do not accept the terms of this Agreement, do not use the Service. To use the Service, you must be 18 years of age or older, or have the permission of your parent or legal guardian and your parent or legal guardian has read, agreed with and accepted all the terms and conditions of this Agreement.

We may amend this Agreement at any time by posting a revised version on this website. This Agreement was last modified on April 26, 2020.

SUBMISSION GUIDELINES

By submitting Creative Work to us, you agree to be legally bound by the following:

1. You agree that you will only submit Creative Work that is 100% original and created exclusively by you, and you own or control all rights to your submission;
2. You agree that you will only submit Creative Work that has not been previously published and that if you have already submitted the Creative Work elsewhere to be considered for publication, you will let us know.
3. With respect to Creative Work which includes images depicting identifiable individuals or places, you represent and warrant that you have obtained and possess valid, legal, enforceable releases from or in connection with such individuals and places as required by applicable law and you agree to provide us copies of such releases immediately upon our request for the same.
4. **Your submissions do not become our property, but you agree that at the time of submission you grant us, our successors and assigns, a royalty-free, non-exclusive, irrevocable, worldwide, perpetual license to publish, copy, modify, transmit, display, translate, publicly perform (through creation of an audio work or live performance) and use the work for any purpose, commercial or otherwise, including the creation of derivative works. You will not be entitled to any payment if we publish or**

otherwise use your work, whether online (including but not limited to on the Website, and in Facebook postings and Twitter tweets), in an e-book or in print, or in public performances, even if we earn revenue through such use.

5. We may provide you an author's/artist's credit, but are not required to.
6. You agree that we may edit or otherwise alter your work as we see fit for technical or editorial purposes, without consulting you or obtaining further permission.
7. You agree that we will not be responsible for any impermissible or illegal third party copying or use of your work.
8. We do not guarantee that we will publish or use your submission and any publication or use by us will be in our sole discretion.

You represent that you are 18 years of age or older. If you are under 18, we may still consider using your Creative Work, but we will require your parent or guardian to consent to our Submission Agreement on your behalf.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS IRENE O'GARDEN, HER SUCCESSORS AND ASSIGNS, AND EACH OF THEIR OFFICERS, EMPLOYEES, DIRECTORS AND AGENTS, IF ANY, AGAINST ALL CLAIMS, LIABILITY, DAMAGES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES ARISING OUT OF OR RELATED TO YOUR BREACH OF THE TERMS OF THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE WEBSITE, AND ANY THIRD PARTY CLAIMS RELATING TO OWNERSHIP OR USE OF ANY CREATIVE WORK SUBMITTED TO IRENEOGARDEN.COM BY YOU OR ON YOUR BEHALF.

NO WARRANTIES; LIMITED LIABILITY

THE WEBSITE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY. WE SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST DATA, LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE OR SUBMISSION OF CREATIVE WORK.

YOUR ACKNOWLEDGE AND AGREE THAT YOUR SOLE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH USE OF THE WEBSITE OR SUBMISSION OF CREATIVE WORK IS TO TERMINATE THIS AGREEMENT AND DISCONTINUE YOUR USE OF THE WEBSITE.

Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may

not apply to you.

WEBSITE CONTENT/TRADEMARKS

The Website and all images, text, code, “look and feel” and other content (the “Website Content”) are owned or controlled by Irene O’Garden and, in some cases, Website contributors. You may not use, copy, publish, transmit, reproduce, create derivative works from, or distribute any part of the Website Content or underlying code.

TERMINATION

We may terminate your User Account, or suspend your access to your User Account, at any time, with or without cause and with or without notice.

ASSIGNMENT AND WAIVER

We may assign this Agreement to a third party at any time without notice to you. However, if we assign the Agreement, the terms will remain substantially and materially the same unless you are notified. Neither our failure to exercise any of our rights under this Agreement, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under this Agreement on one occasion, such waiver shall not operate as a waiver as to any other occasion.

ENFORCEABILITY AND GOVERNING LAW

In the event any of the terms or provisions of this Agreement shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. Your access to and use of the Website, and the enforceability and interpretation of this Agreement are governed by the laws of the State of New York without regard to conflict of laws principles.

If you have any questions about this Agreement, please email us at irene@ireneogarden.com.