

# Bumperactive.com Terms Of Use

## PLAIN ENGLISH SUMMARY

Our goal with these Terms of Use is to create comprehensible, commonsense ground rules to allow us to provide the best bumper stickers we can, while at the same time respecting your rights, your privacy, and the rights and privacy of our other customers. The basic rules are: 1). You continue to own any content you provide for the purpose of creating and selling bumper stickers through site, and give us a non-exclusive license to use your content on bumper stickers for the life of the site. 2). That means if your bumper sticker content is libelous, violates anyone else's copyright, or otherwise breaks the law, you're on the hook for it, not us. 3). Also, you promise not to be a jerk to anyone else on the site. 4). In return, we promise not to be a jerk to you, including by releasing any of your personal information without your permission, unless we're facing a court order to do so. Our full Privacy Policy is always available at <http://www.bumperactive.com/privacy.jsp>.

Bumperactive.com is the official sticker provider of the Reasonable Agreement campaign against excessive, abusive, and intrusive Terms of Use and End User License Agreements (see <http://www.bumperactive.com/reasonableagreement.jsp>). We recognize a degree of irony in requiring site members to accept our own terms as a condition of membership. At the same time, bumper stickers can be pretty socially-pyrotechnic little devices, and we believe this is a step we need to take to be able to continue printing bumper stickers for as long as possible. We aim to be as fair and respectful as possible in our Terms of Use, and welcome your comments and suggestions for further improvements. (email [customerservice@bumperactive.com](mailto:customerservice@bumperactive.com).)

We encourage you to read our Terms of Use carefully. We sincerely hope doing so is not the best part of your day.

## A. ACCEPTANCE OF TERMS

Welcome to Bumperactive.com. These Terms of Use disclose the general terms for use of this web site. We have developed these Terms of Use to govern your use of this web site (the "Site"). This Site is developed and managed by Bumperactive.com, LLC ("Bumperactive.com") and we, along with our affiliates, partners and advertisers, provide content and services to you subject to the following conditions. Please read them carefully. You can review the Terms of Use at any time at: <http://www.bumperactive.com/terms.jsp>.

## B. UPDATING THE TERMS OF USE

We may update these Terms of Use from time to time. Concurrently with any change, we will email notice of the change to known users at least 15 days (or such shorter or longer time as mandated by law or any judicial or government body) in advance of any change. Within 15 days after any changes are made, if you determine the changes are unacceptable you may cancel your membership and revoke any licenses granted to Bumperactive.com to print your content on bumper stickers by emailing [customerservice@bumperactive.com](mailto:customerservice@bumperactive.com).

## **C. YOUR USE OF THE SITE**

**1. Membership and Registration.** Certain areas of the Site may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. The decision to provide this information is purely optional, however if you elect not to provide such information, you may not be able to access certain content or features or participate in various areas of the Site. You agree that we may use the information you provide to us according to the Privacy Policy on the Site. You can review our Privacy Policy at <http://www.bumperactive.com/privacy.jsp>.

If you become a member of the Site, you agree to accept responsibility for all activities that occur under your account or password, and agree you will not sell, transfer or assign your membership or any associated rights therein.

**2. Other Specifics About Interactive Areas.** The Site's message forums, comments forums, bulletin boards, chat rooms and other such interactive areas, if any, were created to provide users with a forum to express their opinions and share their ideas and information. To protect your safety, please use your best judgment when using these forums. We particularly discourage divulging personal phone numbers and addresses or other information that can be used to identify or locate you. We reserve the right to delete, move or edit any communications at any time, for any reason in our sole discretion, but have no obligation to review or remove any such content.

When using the Site, you agree not to post material that:

- (a) contains abusive, libelous, hateful, or defamatory language;
- (b) violates a copyright, patent, trade secret or trademark, or any other intellectual property right of another;
- (c) violates the privacy rights of any third party; or
- (d) violates any municipal, state or federal law, rule, regulation or ordinance;
- (e) harms minors in any way;
- (f) impersonates any person or entity, or falsely states or misrepresents your affiliation with a person or entity;
- (g) you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (h) constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (i) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

**3. Communications with Third Parties Through the Site.** Your dealings or communications through the Site with any party other than us are solely between you and that third party. Please review carefully that third party's policies and practices and make

sure you are comfortable with those policies and practices before you engage in any transaction. Any complaints, concerns or questions you may have relating to materials provided by third parties should be forwarded directly to the third party.

#### **D. INTELLECTUAL PROPERTY**

**Copyright.** Except as otherwise provided in 1(a) below, all of the information, content, services and software displayed on, transmitted through, or used in connection with this Site, including for example directories, guides, news articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video, html, source and object code, software, data, and the like (collectively, the "Bumperactive.com Content"), as well as its selection and arrangement, is owned by us, licensors and suppliers. Under the terms of Creative Commons Deed "Attribution-NonCommercial 2.5," we license others to copy, distribute, display, and perform all Bumperactive.com Content. In return, Licensees may not use the work for for-profit or commercial purposes without The Site's express written permission. Further details of the Attribution-NonCommercial 2.5 Deed may be viewed at <http://creativecommons.org/licenses/by-nc/2.5/> .

**(a) Bumper sticker Content.** All Content you provide for purposes of creating your own bumper sticker ("Your Content") is owned exclusively by you. If you use Your Content for purposes of designing or creating a bumper sticker on this Site, you hereby (i) grant and agree to grant Bumperactive.com a worldwide, non-exclusive, perpetual right and license to use, sell, lease, rent or otherwise distribute such bumper stickers and Your Content associated therewith; and (ii) acknowledge that Bumperactive.com has the right to use, sell, lease, rent or otherwise distribute such bumper sticker and Your Content associated therewith for any purpose, and all of Your Content shall be free from any confidentiality restrictions that might otherwise be imposed upon Bumperactive.com.

**USING YOUR CONTENT TO CREATE A BUMPER STICKERS ON BUMPERACTIVE.COM DOES NOT RESTRICT YOUR RIGHT TO USE THE CONTENT TO CREATE, DISTRIBUTE AND/OR SELL BUMPER STICKERS THROUGH ANY OTHER COMPETING SERVICE, PROVIDED THAT YOU CONTINUE TO GRANT US THE RIGHT TO SELL IT ACCORDING TO THESE TERMS.**

**2. Copyright Complaints.** Bumperactive.com has registered as an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the "Act") and avails itself of the protections under the Act. Bumperactive.com reserves the right to remove any content on the Site which allegedly infringes another person's copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Bumperactive.com's Copyright Agent the following information:

- (a)** an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b)** a description of the copyrighted work or other intellectual property that you claim has been infringed;

(c) the exact location or a description of where the material that you claim is infringing is located on the site;

(d) your address, telephone number and e-mail address;

(e) 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;

(f) a notarized statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. Notices to Bumperactive.com regarding any alleged copyright infringement on the Site should be emailed to [customerservice@bumperactive.com](mailto:customerservice@bumperactive.com), subject heading "Attention Copyright Agent." For postal address information for the Copyright Agent, email [customerservice@bumperactive.com](mailto:customerservice@bumperactive.com).

## **E. PURCHASE OF BUMPER STICKERS/CATALOG/REVENUE SHARE FOR ADDITIONAL PURCHASES OF YOUR STICKER BY THIRD PARTIES**

**1. Design and Purchase of Bumper sticker.** You may use this site to design your own bumper sticker provided you comply with all terms and conditions of these Terms of Use. You are specifically agree not to create a bumper sticker that:

(a) contains libelous or defamatory language or images;

(b) violates a copyright, patent, trade secret or trademark, or any other intellectual property right of another;

(c) violates the privacy rights of any third party; or

(d) violates any municipal, state or federal law, rule, regulation or ordinance, or attempts to encourage such violation;

(e) harms minors in any way;

As the bumper sticker designer, you assume all legal responsibility for your bumper sticker's compliance with these terms, and indemnify and hold harmless Bumperactive.com against any and all legal responsibility. Due to the volume and nature of our business, Bumperactive.com is unable to evaluate bumper stickers for compliance with the Terms at the time of shipping and placement in our catalog. Bumperactive.com may remove a bumper sticker from our catalog without notice at our discretion. Should a bumper sticker be found to violate the Terms of Use, Bumperactive.com remove the sticker from the catalog. Bumperactive.com will not provide a refund in the event that a bumper sticker purchased by you is found to violate the Terms of Use.

**2. Revenue Share from additional purchases of your bumper sticker.** In the event other users of this site purchase your designed bumper sticker from Bumperactive.com's catalog of bumper stickers, and so long as you are in full compliance with these Terms of Use, 22.5% of the total purchase price will, at your election be sent to one of the following: (1) the Paypal account associated with your e-mail address; or (2) one of the multiple Bumperactive.com Causes or charitable organizations listed on the Bumperactive.com Causes page (<http://www.bumperactive.com/causes.jsp>). In the event you select option (1) above, then you will be responsible for all taxes, surcharges, withholding, reporting, or other related expenses associated with payment of such amount for your benefit.

## **F. BUMPERACTIVE.COM PRIVACY POLICY**

Registration Data and certain other information about you is subject to Bumperactive.com's Privacy Policy. We make our best effort to maintain the security of your confidential information and will never sell or provide it to a third party without your consent, unless we're under a court order to do so. For more information see Bumperactive.com's full Privacy Policy at <http://www.bumperactive.com/privacy.jsp>.

## **G. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data or online data exported from the United States or the country in which you reside.

## **H. YOUR REPRESENTATIONS AND WARRANTIES**

You represent that:

- (a) no materials, including but not limited to, Your Content, of any kind submitted by you and/or through your membership account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, patent, privacy or other personal or proprietary rights; or (ii) contain libelous, defamatory or otherwise unlawful material; and
- (b) if you are providing information to the Site, you are at least thirteen (13) years old.

You hereby agree to indemnify, defend and hold harmless Bumperactive.com, its affiliate companies, officers, directors, employees, shareholders, owners, members, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms or as reasonably required in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **I. MISCELLANEOUS**

**1.** The Site is controlled, operated and administered by Bumperactive.com from its offices within the United States. We make no representation that materials or Content available through the Site are appropriate or available for use outside the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export the Content in violation of U.S. export laws and regulations. If you access the Site from a location outside the United States, you are responsible for compliance with all local laws.

**2.** These Terms of Use will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to the Site must be filed in a federal

or state court located in Austin, Texas, within two (2) months of the time in which the events giving rise to such claim began, or you agree to waive such claim.

**3.** If for any reason any provision of this Agreement is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of the Agreement shall continue in full force and effect. Any failure of ours to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.

#### **J. CONTACT US**

If you have any questions or comments regarding these Terms of Use and/or the Site, please contact [customerservice@bumperactive.com](mailto:customerservice@bumperactive.com).