

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and CELMEDIA L.L.C-FZ ("Company", "we", "us", or "our"), concerning your access to and use of the <https://marcelff.com> (https://marcelff.com/?utm_source=organiclj66fd6b4d271899d1c070cca8&utm_campaign=&utm_medium=&utm_content=&utm_term=&subid=organicjl

website as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
5. Use any information obtained from the Site in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Site in a manner inconsistent with any applicable laws or regulations.
8. Use the Site to advertise or offer to sell goods and services.
9. Engage in unauthorized framing of or linking to the Site.
10. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
11. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
12. Delete the copyright or other proprietary rights notice from any Content.
13. Attempt to impersonate another user or person or use the username of another user.
14. Sell or otherwise transfer your profile.
15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
16. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.

17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
19. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
21. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
22. Use a buying agent or purchasing agent to make purchases on the Site.
23. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
24. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

USER GENERATED CONTRIBUTIONS

The Site may provide opportunities for you to interact, participate, and contribute content, such as in blogs, message boards, forums, and other features. These contributions, including text, videos, images, audio, graphics, and personal information (collectively, "Contributions"), may be visible to other users and third-party websites. As such, any Contributions you share may be considered non-confidential and non-proprietary. By making Contributions, you represent and warrant that:

1. You have the legal rights, licenses, and permissions to use and authorize the Site and its users to use your Contributions as contemplated by the Site and these Terms of Use.
2. You have obtained all necessary consents and permissions from any identifiable individuals in your Contributions to use their likeness or personal information.
3. Your Contributions are truthful, accurate, and not misleading.
4. Your Contributions do not contain unauthorized advertising, spam, or any other form of solicitation.
5. Your Contributions are not obscene, lewd, harassing, or otherwise objectionable as determined by us.
6. Your Contributions do not ridicule, mock, intimidate, or abuse others.
7. Your Contributions are not used to harass or threaten others and do not promote violence.
8. Your Contributions do not violate any laws or regulations.
9. Your Contributions do not infringe on anyone's privacy or publicity rights.
10. Your Contributions do not exploit or solicit personal information from individuals under 18 years of age.
11. Your Contributions do not involve content related to harm to minors.
12. Your Contributions do not include offensive comments related to race, national origin, gender, sexual preference, or disabilities.

13. Your Contributions do not violate any part of these Terms of Use or any applicable laws. Any violation of these conditions may result in termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

By posting Contributions on the Site, you grant us an unrestricted, perpetual, irrevocable, non-exclusive, transferable, royalty-free, worldwide license to use, reproduce, modify, publish, and distribute your Contributions for any purpose, including commercial use. This license includes the use of your name, company name, trademarks, and personal images you provide. You waive all moral rights in your Contributions and warrant that these rights have not been asserted.

You retain ownership of your Contributions and any associated intellectual property rights. However, we are not liable for any representations made in your Contributions. You are solely responsible for your Contributions and agree to hold us harmless from any claims arising from them.

We reserve the right to edit, categorize, or remove any Contributions at any time and for any reason without notice. We are not obligated to monitor Contributions.

SUBMISSIONS

Any questions, comments, or suggestions ("Submissions") you provide regarding the Site are non-confidential and become our exclusive property. We own all rights to use and distribute these Submissions for any purpose without acknowledgment or compensation to you. You waive any moral rights to these Submissions and warrant that they are original or that you have the right to submit them.

THIRD-PARTY WEBSITES AND CONTENT

The Site may contain links to third-party websites and content ("Third-Party Content"). We do not monitor or endorse Third-Party Content and are not responsible for its accuracy, reliability, or appropriateness. If you access Third-Party Content, you do so at your own risk, and these Terms of Use no longer apply. We are not liable for any losses or damages arising from your interaction with Third-Party Websites or Content.

SITE MANAGEMENT

We reserve the right, but are not obligated, to monitor the Site for violations of these Terms of Use, take legal action, restrict access, or remove content that we deem excessive or burdensome to our systems. We manage the Site to protect our rights and ensure its proper functioning.

PRIVACY POLICY

Your use of the Site is governed by our Privacy Policy, which is incorporated into these Terms of Use. The Site is hosted in the United States, and by using the Site, you consent to the transfer and processing of your data in the United States.

COPYRIGHT INFRINGEMENTS

If you believe that material on the Site infringes your copyright, notify us using the provided contact information. Be aware that you may be liable for damages if you make material misrepresentations in a Notification.

TERM AND TERMINATION

These Terms of Use remain in effect while you use the Site. We reserve the right to deny access to the Site for any reason, including breaches of these Terms of Use, without notice or liability. If your account is terminated, you are prohibited from creating a new account under any name, even if acting on behalf of a third party.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change or discontinue the Site without notice. We are not liable for any modifications, suspensions, or discontinuations of the Site. We cannot guarantee the Site will always be available, and we are not liable for any downtime or interruptions.

GOVERNING LAW

These Terms of Use are governed by U.A.E law. Any disputes related to these Terms will be resolved in U.A.E courts.

DISPUTE RESOLUTION

Before pursuing arbitration, parties must first attempt informal negotiations for 30 days. If unresolved, disputes will be resolved through binding arbitration under AAA rules, except for certain disputes related to intellectual property and other exceptions.

CORRECTIONS

We reserve the right to correct any errors, inaccuracies, or omissions on the Site at any time without prior notice.

DISCLAIMER

The Site is provided "as-is" and "as available." We disclaim all warranties and are not liable for any damages arising from your use of the Site.

INDEMNIFICATION

You agree to indemnify us against any claims arising from your use of the Site or violation of these Terms of Use.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. While we have implemented reasonable measures to protect the security of the data you provide, you agree that your use of the Site is at your own risk. We are not liable for any loss or corruption of such data, and you hereby waive any right of action against us arising from any such loss or corruption of data.

CONTACT US

For any questions or concerns regarding these Terms of Use, please contact us at:

Support Email: support@marcelfernandes.net (mailto:support@marcelfernandes.net)