

# TERMS AND CONDITIONS

Yes, there's lots of legal stuff on this page, but we're required to share it with you. And that's a good thing, because at Patrik Macala we believe you should be an informed consumer and user of the Internet.

The terms and conditions below (the "terms") are what govern your use of the Patrik Macala website on the Internet and World Wide Web. These terms are a legal contract between you and Patrik Macala ("we" or "us".) They govern your access to, and your use of our website, which (as you know) is located at Patrik Macala (the "site"). These terms also govern your use of any services and products we provide on the site. If you do not agree with any of these terms, please do not access or otherwise use this site and/or our services and products.

Your use of this site, services and/or products on this site means that you agree to abide by each of the terms below. Patrik Macala may make changes to the services and products offered on this site, at any time and without notice, and Patrik Macala can change these terms at any time without notice by posting updated terms of use here on the site.

If you continue to use the site after such changes have been posted, it means that you agree to the new terms, even if you have not reviewed the changes. Therefore you really should check the terms of use posted here periodically for updates and changes.

## **Privacy Policy**

Your use of the site is governed by the Patrik Macala [Privacy Policy](#), which is available on this site on our [Privacy Policy](#) page.

## **General Use**

Patrik Macala provides content, services and products throughout this site. All information, documents, products and services, including content, trademarks, logos, graphics and images (which are grouped together under the term "Materials") are the copyrighted work of Patrik Macala or Patrik Macala's licensors and/or contributors.

Patrik Macala grants you a limited, personal, non-exclusive and non-transferable license to use the Materials solely for your personal use or internal business use. You agree that you will only use this site and the Materials for lawful uses.

You agree that you have no right to modify, edit, copy, reproduce, create derivative works of, alter, enhance or in any way exploit any of the Materials provided by Patrik Macala in any manner. Your limited license terminates automatically, without notice to you, if you breach any of these terms.

Upon termination of your limited license, you agree to immediately destroy any downloaded or printed Materials. Except as stated herein, you acknowledge that you have no right, title or interest in or to the site or any Materials on any legal basis.

You are prohibited from taking any action to circumvent or attempt to circumvent the security and access control provisions of the site. Such prohibited conduct includes, but is not limited to, any efforts to: (a) log into an account with a password not assigned to you; (b) access personally identifiable information not intended for you; (c) test the security measures on the site and/or attempt to identify system vulnerabilities; (d) impersonate any other user of the site and/or the products and services, forge any of the header information in any posting, or tamper with the TCP/IP packet header; (e) modify, reverse engineer, disassemble, decompile or otherwise attempt or allow others to attempt to discover the underlying software code for the site and/or the products and services; or (f) overwhelm or disable the site or the products and services or interfere with the access and use of the site and/or the services by any other user.

If Patrik Macala becomes aware of any of the aforementioned activities on your part, we may investigate and take action. When appropriate, we may work with law enforcement to investigate and prosecute offenders.

Your continued use of the Site and/or the products and services is expressly conditioned on your compliance with the prohibitions, obligations and restrictions just stated. Without limiting the foregoing, you acknowledge that Patrik Macala prohibits and you agree not to:

- Take any action that imposes an unreasonable or disproportionately large burden on the site's infrastructure;
- Intentionally expose the site and/or any products or services provided on Patrik Macala to a computer virus or any other program or code that is intended to disrupt or disable the operations of the site and/or our products or services;
- Frame or link to the site or any of the content or information available from the site, unless Patrik Macala expressly consents to such linking and/or framing;
- Use any spider, robot or other program, code or device to copy, retrieve or index any portion of the Patrik Macala site;
- Harvest or otherwise collect information about other users for any purpose other than expressly permitted herein;
- Post any false or inaccurate Submissions (defined below) or information on any part of the site;
- Use the products and/or services and/or the site to violate any applicable law or regulation, including, without limitation, the infringement of any copyright, trademark, trade secret or other intellectual property rights, or violate the privacy or rights of any other person;
- Post any Submission or information that is discriminatory, hateful, obscene, vulgar, abusive, defamatory, sexually-orientated, threatening, or otherwise objectionable;
- Include any hyperlinks or any misleading, irrelevant and/or hidden code or keywords in any Submissions posted by you;
- Harass, stalk, or otherwise subject any other user of the site and/or products and services to inappropriate or unwanted contact;
- Make any additions, changes, alterations and/or deletions to any Submissions posted by any user without the express written authorization of such other user;
- Patrik Macala reserves the right to terminate our relationship with you under these terms and prohibit your access to the site and/or products or services or to edit, remove or close any Submission or thread for any reason.

The foregoing list of prohibitions is illustrative and is not intended to be complete or exclusive.

You acknowledge and agree that there is the chance that you may be exposed to content that may be offensive or objectionable to you. You hereby acknowledge and agree that all submissions submitted by you or any other user express the views of the author, and Patrik Macala will not be held responsible for or liable for the content in such submissions.

Your access to the site and Services is undertaken at your own risk and Patrik Macala is not responsible for any offensive or otherwise objectionable materials that may be posted by any third party.

In addition, the foregoing prohibitions do not impose on Patrik Macala any obligation to monitor or remove any Submissions or other information or communication submitted by you or any other user.

### **Submissions**

Subject to the terms and conditions of the Patrik Macala Privacy Policy, when you submit data and/or post communications on the site (collectively "Submissions"), you grant to Patrik Macala and Patrik Macala. an irrevocable, perpetual, royalty-free, worldwide right (including moral right) and license to use, reproduce, display, distribute, modify and create derivative works of Submissions, in whole or in part, and to incorporate Submissions into other works in any media and utilizing any technology now known or later developed. You warrant that you have all rights, and no third party has retained any such rights, (including moral rights) in and to Submissions you may post to the site.

### **Password Restricted Areas of the Website**

Certain areas of the site may be password-restricted so only authorized users can access certain web pages and services (“Restricted Areas”).

If you are an authorized member of the Restricted Areas, you take responsibility for maintaining the confidentiality of your password and account. You agree to notify Patrik Macala if your password may have been compromised, or is lost, stolen, or disclosed to an unauthorized third party.

You agree to immediately notify Patrik Macala of any unauthorized use of your account or any other breach of security in relation to the site that may be known to you. You are responsible for activities that occur under your account.

### **Links to Third Party Sites**

The Patrik Macala site may be linked to other sites that are not owned, operated, or managed by Patrik Macala. We provide these links to you only as a convenience, and Patrik Macala is not responsible for the content or links displayed on these third party sites.

### **Third Party Content**

Some information and content may be provided by third parties to Patrik Macala (“Third Party Content”). The Third Party Content is the copyrighted work of the creator/licensor, Patrik Macala, and Patrik Macala.

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### **Unauthorized Activities**

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### **Copyright Notice**

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Patrik Macala disclaims and excludes any and all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights. Unless otherwise explicitly stated, to the maximum extent permitted by applicable law, the site, the products and services, the Materials, Third Party Content, and any information or material contained on the site is provided to you on an "as is," "as available" and "where is" basis with no warranty of any kind.

### **Limitation of Liability**

In no event shall Patrik Macala be liable to you or any third party for any indirect, extraordinary, exemplary, punitive, special, incidental, or consequential damages (including loss of data, revenue, profits, use or other economic advantage) however arising, even if Patrik Macala and Patrik Macala. have been advised of the possibility of such damage.

Patrik Macala's aggregate liability to you or any third party for any damages resulting from your displaying, copying, or downloading any material on the site or reliance on the information and/or material presented on the site shall not exceed fifty dollars (\$50.00).

### **Local Laws and Export Control**

If you use this site outside the United States of America, you are responsible for compliance with all applicable local laws. Patrik Macala controls and operates this site from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations.

### **Consequences of Violation**

If you violate these terms, Patrik Macala may terminate your access to the site or Password-Restricted Areas without notice. Patrik Macala prefers to advise you of your inappropriate behavior and recommend any necessary corrective action. However, certain violations of these terms, as determined by Patrik Macala, will result in immediate termination of your access to the site or Password-Restricted Areas.

Patrik Macala reserves the right to terminate any password-restricted account for any reason. These terms are governed by Maryland Law and controlling U.S. Federal Law, without regard to the choice or conflicts of law provisions. Any disputes relating to these terms or the site will be heard in courts located in Maryland. If any of these terms is found to be inconsistent with applicable law, then such terms shall be interpreted to reflect the intentions of the parties, and no other terms will be modified.

Patrik Macala's failure to enforce any of these terms is not a waiver of such terms. These terms are the entire agreement between you and Patrik Macala and supersede any and all prior or contemporaneous agreements and understandings between you and Patrik Macala and Patrik Macala. These terms may not be modified except pursuant to a written amendment that is executed by an officer of Patrik Macala and Patrik Macala.

## INDEMNIFICATION

1. To the fullest extent permitted by Law, You agree that
  - A. In the event a third party makes any demand or complaint, or commences any action or files any claim whatsoever ("Claim") in connection with (i) Your Promotions or Products; (ii) any breach of Your representations or warranties; (iii) any allegation that You have infringed upon the IP Rights of any third party. You shall defend, indemnify and hold harmless Patrik Macala, its related parties and affiliates, and its officers, directors, employees, representatives, agents, licensors, attorneys, heirs, successors, and assignees (the "Patrik Macala Parties"), from and against any and all damages, liabilities, claims or costs (including the costs of investigation, defense, reasonable attorneys' fees and costs) ("Losses") incurred by any Patrik Macala Party as a result of such Claim, regardless of whether such Losses are direct, incidental, consequential, punitive or statutory.
  - B. Upon receiving notice of a Claim for which Patrik Macala is entitled to indemnification by You, Patrik Macala shall provide You with written notification and the opportunity to assume sole control over the defense or settlement of the Claim and reasonable assistance to settle and/or defend the Claim at Your sole expense; provided, however, that (i) any settlement which would impose a non-monetary obligation on and/or admission or finding of liability or wrongdoing by Patrik Macala will require Patrik Macala's prior written consent; (ii) the failure to provide timely notice, control, or assistance shall not relieve You of Your indemnification obligations; and (iii) Patrik Macala may have its own counsel present at and participating in all proceedings or negotiations relating to a Claim, at Patrik Macala's own expense, unless You fail or refuse to secure legal counsel to defend any Claim in a timely manner, in which case You shall pay all expenses related to Patrik Macala's use of such counsel.
  - C. In the event that Patrik Macala incurs costs, attorneys' fees or other expenses responding to any complaint other than a Claim, in connection with or in relation to your Promotions or Products, including copyright infringement complaints under the DMCA, Patrik Macala reserves the right, in its sole discretion, to recover such costs and expenses. You understand and agree that the remedies set forth above are not exhaustive and that Patrik Macala retains all rights to indemnification described herein.