

## 1. Acceptance of Terms

Cómo Blog (CB) welcomes you to its online store and membership service (the “Service”). In order to access Como Blog, Best Pics Monthly, Fotos Mensuales, or Blog Pro Planner Services and Content, you must agree to these Terms and Conditions of Service (“TOS”). For future reference, you can find the TOS at [comoblog.com/terms](http://comoblog.com/terms). When using any CB owned or operated Services, including emailed photo packs, you are subject to any posted policies, guidelines, or rules applicable to such Services, including this TOS. All such policies, guidelines, and rules are hereby incorporated by reference into the TOS. You further agree, except as otherwise expressly provided in this TOS, there are no third party beneficiaries to this agreement.

*You must be at least 13 years of age to access and view the Service. If you are 13 years or younger, please do not use this Service for any purpose.*

PLEASE READ THESE ENTIRE TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, DO NOT USE THIS SERVICE, SINCE YOUR USE OF IT CONSTITUTES ACCEPTANCE OF ALL OF THE CURRENT TERMS AND CONDITIONS FOR ITS USE.

## 2. Description of Service

Best Pics Monthly and Fotos Mensuales make available a collection of photographs and other content (“Content”) to its registered members.

Blog Pro Planner provides blogging tools and e-courses to it’s registered members.

Registered members will receive periodic emails containing Content. Registered members will also have access to Content. Any new features, Services, and enhancements to CB are subject to the TOS. All Content is subject to the individual license posted on its site at [site.com/license](http://site.com/license) (the “License”). Do not use the Content if you do not agree to abide by the License. THE SERVICE IS PROVIDED “AS IS” AND CB ASSUMES NO RESPONSIBILITY FOR TIMELINESS, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, WRITING, IMAGE, OR PERSONALIZATION SETTINGS.

All users must abide by the TOS. If a user fails to follow any of the guidelines and/or rules of behavior, CB can discontinue their ability to use the site.

You are totally responsible for any activity that takes place under your name and password. If you become aware of any unauthorized use of your username or password it is your responsibility to notify CB immediately. It is up to you to maintain the confidentiality of your password and username.

You understand that you may receive business-related communications from CB such as announcements and administrative notices and you agree that these communications are not “unsolicited commercial email advertisements” and thus you agree to receive them and you will not be able to opt out of receiving such communications. You may, however, opt out of Content-delivery emails.

As a user of the Service you also understand and agree that the Service may include advertisements. You agree that such advertisements are not “unsolicited commercial email advertisements” and thus you agree to receive them. You understand and agree that your correspondence or business dealings with, or participations in promotions of, advertisers found on or through the Service, including payment and delivery of goods or Services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and the advertiser. You agree that CB shall not be responsible or liable for any loss or damage incurred as the result of such dealings or as the result of the presence of such advertisers on the Service.

You understand that you are responsible for obtaining access to the Service and that access may involve third party fees. You are totally responsible for obtaining such access and paying those fees.

Unless explicitly stated otherwise, any new features that augment or enhance the Service, including the release of new CB properties and special features, will be subject to the TOS.

### **3. Rules of Behavior**

You are solely responsible for your own communications and use of the Content. You agree to use the Service and Content in a way that is legal and proper. You agree that you will not use the Content in any manner that infringes the rights of CB or any third party.

You must not impersonate another person or entity, which includes not using anyone else’s username or password. You must not retrieve, store or collect personal information about other users for any unauthorized purpose.

You must not use the CB Service for any illegal or unauthorized purpose. You must abide by all Federal, State, and local laws. If you are outside The United States you must comply with all local laws with respect to your online conduct.

You cannot modify or delete any Content and communications on the CB site.

You cannot create member accounts under any false or fraudulent pretenses (including by automated means). You must not transmit any viruses, worms, defects, or any items or code of a destructive nature. You must not transmit or allow access or distribution of any spiders, robots, or other information gathering computer programs or routines or their equivalents on or in the Service. You must not interfere or disrupt the Service or servers or networks connected with the Service or disobey any requirements, procedures, policies, or regulations of networks connected to the Service.

While CB appreciates the enthusiasm of its supporters in spreading CB Content, you may not resell or redistribute the Content on its own or as part of a compilation, whether claimed as your own or properly attributed. CB content is NOT Public Label Rights (PLR) Content. You may, however, share a link to the CB site if you wish to promote CB Content.

You cannot use the CB name or trademark, which you acknowledge here to be valid, subsisting, and enforceable without impediment, and you will not expressly or by implication create the false or misleading impression that CB is associated with, or endorses, or is in any way connected with you, your business, or your Content.

**WHILE CB EXPLICITLY PROHIBITS THE ABOVE CONDUCT YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT AND THAT YOU USE THE SERVICE ENTIRELY AT YOUR OWN RISK, AND THAT CB SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.**

**YOU UNDERSTAND AND AGREE THAT IF YOU VIOLATE ANY OF THE RULES OF BEHAVIOR, CB CAN TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY WITHOUT PRIOR NOTICE WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR A HEARING.**

#### **4. Links**

The Service may provide links to other websites or resources. CB has no control over these sites and Content and therefore you acknowledge that CB is not responsible for the availability of such links, resources, and Content, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that CB is not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by or in relation to the use of content, goods, or services offered through these links or any failures or disruption to your computer system that results from your use of any such links, or for any intellectual property or other third party claims relating to your posting or using such links.

#### **5. Indemnity**

You agree to indemnify and hold CB, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any and all loss, liability, claim, or demand, including actual attorney's fees and costs, arising out of or relating to your breach of this TOS, your use of the Service in violation of the TOS, or your violation of any rights of another.

#### **6. No Resale of Service**

You agree not to, without the express prior written consent of CB, including as included in the License, (a) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service or Content, (b) access the Service for any unauthorized purpose.

#### **7. Modification and Termination of the Service**

CB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that CB will not be liable to you or any third party for any modification, suspension, or discontinuance of the Service.

#### **8. CB Privacy Policy**

Personal and certain other information is subject to our Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated here by reference, is located on each CB site at [site.com/privacy](http://site.com/privacy). You agree that your use of this Service is subject to the Privacy Policy.

#### **9. Registration**

Registration is required to receive and access CB Services and Content. Users may register either for membership content, described below. All users, regardless of registration type, are subject to the following specific terms:

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving Services under the laws of the United States or other applicable jurisdiction.

You also agree to provide true, accurate, current, and complete information as required on the Service's registration form. If you provide any information that is untrue, incomplete, not current, or inaccurate, CB has the right to suspend or terminate your account and refuse your current or future use of the Service (or any portion thereof.)

You agree that CB may contact you by email using the contact information you provide upon registration. Any communication sent to the email address you provide (including service of process where permitted by law) will be deemed received by you upon being sent. It is your

responsibility to ensure that email from CB is not filtered as SPAM, and that your registered email address remains current.

You agree that CB may, under certain circumstances and without prior notice immediately terminate your CB account, any associated username, or access to the Service. Cause for such termination shall include, but not be limited to: i) breaches or violations of the TOS, License, or other policies, guidelines, or rules, ii) extended periods of inactivity, iii) your engagement in fraudulent or illegal activity, iv) unexpected technical or security issues, v) failure to make a payment, and vi) requests by law enforcement or other government agencies. You also agree that any termination is in CB's sole discretion and that CB will not be liable to you or any third party for any termination of your account, password, username, or access to the Service.

You agree that your account is non-transferable and any rights to your account, password, username, terminate upon your death.

You are responsible for any activities that take place under your username and password. If you become aware of any unauthorized use of your password or account, or any other breach of security, please contact CB immediately. It is up to you to maintain the confidentiality of your password and account. CB is not responsible or liable for any loss or damage arising from your failure to comply with the provisions of these terms.

#### **10. Membership Content**

Membership registration allows you to access certain membership CB Services and Content. As a membership user, you agree to timely pay all charges agreed to in the registration process. In the event that you fail to make any payment when due CB reserves the right to limit, suspend, or terminate your account and discontinue your access to all Content and Services. You understand that, in any event, CB may add, delete, and modify the Content available to membership users at any time, with or without notice.

#### **11. CB Proprietary Rights**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is the property of CB and its licensors and is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in advertisements or information presented to you through the Service or advertisers is protected by copyright, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly authorized by CB or advertisers, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service or Software, in whole or in part. You also acknowledge CB's exclusive rights in the CB trademark and service mark.

#### **12. Disclaimer of Warranties**

The use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis. CB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CB MAKES NO WARRANTY THAT (1) THE SERVICE WILL MEET YOUR REQUIREMENTS, (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY SECURE, OR ERROR-FREE, (3) THE RESULTS OF USING THE SERVICE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH YOUR USE OF THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (5) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

No advice or information, whether oral or written, obtained by you from CB or through or from the Service shall create a warranty not expressly stated in the TOS.

### **13. Limitation of Liability**

You expressly understand and agree that CB will not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if CB has been advised of the possibility of such damages), resulting from the use or the inability to use the Service, unauthorized access to or alteration of your transmissions or data, statements, or conduct of any third party including advertisers on the Service, the cost of procurement of substitute goods and Services resulting from any goods, data, information or Services purchased or obtained or messages received or transactions entered into through or from the Service or any other matter relating to the Service, and in no event will CB be liable for any amount of money.

### **14. Disputes**

If there is any dispute about or involving the website(s) and/or the Service(s), that cannot be resolved by the Parties, it shall be submitted to a mediator mutually chosen by the Parties. If a mediator cannot be agreed upon within 30 days of the date of the dispute, Licensor will choose a mediator who operates under the standards of The Association of Certified Biblical Counselors. The mediator’s decision is mandatory on both Parties, and either Party may obtain a court order to enforce said decision.

Notwithstanding the foregoing, Licensor may apply to the state and federal courts of Cherokee County, North Carolina for an injunction against any breach of this License or infringement of the original author’s or Licensor’s intellectual property rights, or any model’s rights of privacy and publicity. Licensee agrees that any dispute-resolution proceeding will be conducted on an individual basis and not in a class, consolidated, or representative action.

## **15. General Information**

This Agreement constitutes the entire agreement between you and CB and governs your use of the Content and Service. You may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use or purchase certain elements of the Content and/or Service, Affiliate or advertiser Services, third-party Content or third-party software.

The failure of CB to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Nothing contained in the TOS shall be construed to constitute either party as a partner, employee, or agent of the other party, nor shall either party hold itself out as such. Each party has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability, or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within six (6) months after such claim or cause of action arose or be forever barred. Notwithstanding integration of the Licenses to this TOS, this limitation does not apply to any action under or related to the License.

In the event of a termination of this TOS, or discontinuation or cancellation of your account for any reason, all Content, whether under your control or not, will remain subject to the License in perpetuity.

## **16. License**

**1. License Grant.** Subject to the terms and conditions of this License, including the limitations in Section 3, Licensor grants you a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise rights in the Photograph as follows:

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b) You may incorporate the Photograph into one or more collections;

c) You may create an adaptation of the Photograph;

d) You may Distribute and Display the Photograph, including as incorporated into any collection, and any adaptation of the Photograph.

e) You may use the Photograph in digital and physical products.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved.

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b) No Endorsement. You may not implicitly or explicitly assert or imply any connection with, sponsorship from, or endorsement by any model appearing in a Photograph, the original author of the Photograph, or Licensor, of you or your work, without the separate, express, prior written permission of such person. If you create a collection including, or adaptation of, the Photograph, you must, to the extent practicable, remove from the collection or adaptation any credit or attribution to the model, original author, or Licensor, upon request by Licensor.



c) This License Follows the Photograph. You may Distribute or Display the Photograph, and any reproduction of the Photograph, only under the terms of this License.

d) Defamatory and Illicit Use. You may not Display or Distribute the Photograph in connection with pornography, hate speech, or other illicit content, or in a manner likely to defame the model, original author, or Licensor. The determination of whether any use of the Photograph violates the restrictions of this Section may be made by Licensor in its sole and absolute discretion.

e) Violation of Copyright or Trademark. You may not Display or Distribute the Photograph in any manner that would violate any applicable copyright or trademark law.

4. Indemnification. You agree to indemnify and hold harmless Licensor and its members, affiliates, officers, directors, managers, and employees, from and against any claims, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with your use, including use by any agent of yours, of the Photographs, any violation of copyright or trademark law, or infringement on any trade-secret or property right of a third party.

5. Termination. This License and the rights granted hereunder will terminate automatically upon any breach by you of the terms of this License. All sections other than Sections 1 and 2 will survive the termination of this License. Licensor may withdraw or modify the License at any time, but any such withdrawal or modification will not affect your license.

6. General Provisions.

a) If any provision of this License is invalid or unenforceable under applicable law, it will not affect the validity of the remaining terms of this License, and without further action by the parties to this agreement, such provision will be reformed to the minimum extent necessary to make it valid and enforceable in line with the parties' original intention.

b) This License constitutes the entire agreement between the parties with respect to the Photograph. There are no understandings, agreements, or representations with respect to the Photograph. Licensor will not be bound by any additional provisions that may appear in any communication from you. This License may not be modified without the mutual written agreement of the Licensor and Licensee.

c) This License is granted under and governed by the laws of the United States of America and the State of North Carolina.

7. Mediation. All disputes under the Agreement that cannot be resolved by the Parties shall be submitted to a mediator mutually chosen by the Parties. If a mediator cannot be agreed upon within 30 days of the date of the dispute, Licensor will choose a mediator who operates under the standards of The Association of Certified Biblical Counselors. The mediator's decision is mandatory on both Parties, and either Party may obtain a court order to enforce said decision.

Notwithstanding the foregoing, Licensor may apply to the state and federal courts of Cherokee County, North Carolina for an injunction against any breach of this License or infringement of the original author's or Licensor's intellectual property rights, or any model's rights of privacy and publicity. Licensee agrees that any dispute-resolution proceeding will be conducted on an individual basis and not in a class, consolidated, or representative action.

8. Definitions. As used herein:

a) "Display" means to make the Photograph available to the public in a fixed location, or accessible through publication in print or online, file sharing, email, or any other method of displaying the Photograph, whether public or private.

b) "Distribute" means to make available to the public the original and copies of the Photograph or adaptations thereof, through sale or other transfer of ownership.

c) "Photograph" means a photograph, rendering, illustration, drawing, video, or similar work owned or licensed by Licensor and offered under the terms of this License.

d) "Reproduce" means to make copies of the Photograph by any means.