

Terms and Conditions

Flags Across Mississippi™ Website and Digital Products and Services

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Version 1 of 1

This document affects Your legal rights. Please read it carefully.

1. Acceptance and Consent

You (hereinafter referred to as “You” and “Your”) agree and consent to be bound by these Terms and Conditions and included Privacy Policy whenever You view, access, interact with, act upon, or use the products, services or information provided by or derived from www.flagsacrossmississippi.com or social media platforms or electronic and digital products, software and services (hereinafter collectively referred to as “Website and Digital Services”) owned and operated by Raymond Shores and Associates, Inc. and its divisions and subsidiaries.

- a. If You do not want to be bound by these Terms and Conditions and included Privacy Policy (hereinafter collectively referred to as “Terms”), Your only option is to terminate Your contact and participation with Us and not view, interact, etc. with Our Website and Digital Services.

2. Ownership and Administration

- a. Raymond Shores and Associates, Inc. (hereinafter referred to as “We”, “Us” and “Our”), a for-profit Mississippi corporation, owns and operates the Website and Digital Services.
- b. The Mississippi Gift Flag Program represented on the Website and Digital Services is owned by Dixie Alliance, Inc. a Mississippi non-profit corporation, which is solely responsible for the Terms and Conditions of the Mississippi Gift Flag Program.

2. Licenses and Access

- a. Subject to Your compliance with these Terms, Your submission of the information We require, and Your payment of any applicable charges and fees, We grant You a limited, non-exclusive, non-transferable, license to access and make personal use of Our Website and Digital Services in the manner prescribed by Us according to these Terms.
- b. You may not sub-license any license provided by Us to You.
- c. You may not resale or commercially use Our Website and Digital Services.
- d. You are not entitled to derivative use of Our Website and Digital Services.
- e. You may not download, copy, or use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools.
- f. You may not reproduce, duplicate, copy, sell, re-sell, or otherwise exploit Our Website and Digital Services for any commercial purpose without Our express written consent.
- g. You may not frame or utilize framing techniques to enclose any portion of Our Website and Digital Services without Our express written consent.
- h. You may not use any meta tags or any other "hidden text" utilizing Our name or trademarks without Our express written consent.
- i. You may not misuse Our Website and Digital Services.
- j. You may use Our Website only as permitted by law.
- k. We may terminate Your license if You do not use Our Website and Digital Services in the manner prescribed by Us and comply with these Terms and any other agreements You may or may not have with Us.
- l. All rights not expressly granted to You in these Terms are reserved to Us.

3. General Disclaimer and Hold Harmless

- a. Our Website and Digital Services are provided to You and all Users "as is", without any warranties of any kind, express or implied.
- b. We shall not be liable in any way and You agree to Hold Harmless Us for any and all direct or indirect, special, incidental or consequential damages that may occur or arise from Your use

of, or inability to use, Our Website and Digital Services, including but not limited to access to Our Website and Digital Services, interruptions in service, errors, loss of data, harm to Your physical or mental health resulting from Your own or any one else's viewing or use of alleged, imagined or real offensive and derogatory content of any type contained in Our Website and Digital Services.

- c. Opinions and historical content and language are often present in Our Website and Digital Services. You agree that You voluntarily assume all risks associated with viewing the content and language found on Our Website and Digital Services.
- d. Although We have made every effort to ensure that the contents of Our Website and Digital Services is correct and complete, this may not be the case at all times. Information in Our Website and Digital Services may contain inaccuracies and errors.
- e. We do not update Our Website and Digital Services in real time and We are not responsible for the accuracy or completeness of information contained therein.
- f. The content on Our Website and Digital Services may be changed or updated without notice to You or any entity whatsoever.

4. Consent to Do No Harm

- a. As a User of Our Website and Digital Services, You shall not intentionally make any action, nor knowingly allow intentional action by a third party through electronic devices under Your control to gain unauthorized access to Our servers, programming code, or confidential information, or damage, hack, re-engineer, or cause an interruption in service, error, loss of data, or in any way cause harm whether permanent or temporary to any of Our Website and Digital Services or to any other supporting electronic equipment whether or not such equipment is owned, rented, leased, or otherwise contracted to Us.
- b. Your violation of this Consent to Do No Harm shall make You liable to criminal and civil prosecution under the laws of the State of Mississippi and the United States of America. Further if You are found guilty in a court of law of violating this Consent to Do No Harm section of this Agreement You shall reimburse Us for the harm and damages that result from Your actions and the actions of electronic devices under Your control and You shall pay all of Our legal expenses for prosecuting You and for recovery of damages and monetary fines and all compensation awarded to Us.
- c. You may use Our Website and Digital Services only as permitted by these Terms and any express written agreements that You may have with Us.
- d. You may not incorporate any portion of Our Website and Digital Services into other digital software, applications or programs or compile any portion of it in combination in any other digital format, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license Our Website and Digital Services in whole or in part.
- e. The copyright and other laws of the State of Mississippi, the United States of America and international protect all of Our Website and Digital Services.

5. Privacy Policy

The Privacy Policy found on Our Website and Digital Services is included in, a part of and subject to these Terms.

6. Links to Other Websites, Social Media and Digital Products and Services

- a. Links to various external third party websites, social media and digital products and services are provided for Your convenience. The links do not constitute or imply endorsements by Us.
- b. We disclaim responsibility for the content, accuracy and risks of all content referenced in Our Website and Digital Services by links to external third party websites, social media and digital products and services.

7. Electronic Communications

- a. When You use Our Website and Digital Services, or send e-mails, text messages, and other communications to Us, You could be communicating with us digitally. You consent to receive

communications from Us digitally, such as e-mails, texts, mobile push notices, or notices and messages on this site or through other digital and electronic means. You can retain copies of these communications for Your records.

- b. These Terms and any changes made shall be posted digitally on any one or more of Our Website and Digital Services or through other digital and electronic means and such posting shall be deemed sufficient for all intents and purposes.
- c. All agreements, notices, disclosures, terms and conditions, and other communications that we provide to You digitally and electronically satisfy any legal requirement that such communications be made in written or printed form.

8. Copyrights and Trademarks

- a. Content on Our Website and Digital Services may not be copied or quoted by You except in brief excerpts consistent with the copyright laws of the United States of America.
- b. Our trademarked names, images, icons and logos may not be used in any manner that is likely to cause confusion or in any manner that disparages or discredits Us.
- c. If You believe a copyright-protected work of Yours or someone else's is posted as content in Our Website and Digital Services without the copyright owner's authorization or that Your or someone else's copyrights have been infringed or violated, please submit a Notification of Claimed Infringement to Raymond Shores Associates Legal, P.O. Box 56, Benton, MS 39040.
- d. To be effective, Your Notification of Claimed Infringement must be in writing, must be sent to the above-listed address, and must include substantially the following information:
 - 1. A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
 - 2. Identification of the copyrighted work or works claimed to have been infringed;
 - 3. Identification of the material that You claim is infringing on the copyright in question, or and information reasonably sufficient to permit Us to locate the material;
 - 4. Information reasonably sufficient to permit Us to contact You, such as an address, telephone number, and, if available, an email address at which You may be contacted;
 - 5. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
 - 6. A statement that the information in the notice is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.
- e. Please note that any person who knowingly misrepresents that material or activity is infringing or violating a copyright can be liable for damages, including costs and attorneys' fees pursuant to Section 512(f) of the Digital Millennium Copyright Act.

9. Your Account

- a. If You create an account at or through Our Website and Digital Services, You may be required to be logged in to the account and have created a valid method of payment.
- b. You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your account.
- c. You accept responsibility for all activities that occur under Your account or password.
- d. We reserve the right to refuse Your access to Our Website and Digital Services and to terminate Your accounts and Your privileges as a User, and to remove or edit content You have submitted or posted, and to cancel orders You have made whenever We deem such action is in Our best interest at Our sole discretion.

10. Forums, Reviews, Comments, Communications and Other Content You Send or Provide

- a. We provide Our Website and Digital Services as a non-obligatory benefit to You and other Users.
- b. You may post reviews, comments, photos, videos, and other content; send e-mails, e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information in Our Website and Digital Services, so long as the content You supply is not prohibited under any section of these Terms.

- c. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of anything You submit to Us.
- d. You may not submit content that violates the rights of another entity, including, without limitation, contractual rights, and intellectual property rights. (See Copyright Policy below for removal procedures for copyright and other violations.)
- e. If You post content or submit reviews and comments, and unless we indicate otherwise, You grant Us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media.
- f. You grant Us the right but not the obligation to use the name that You submit in connection with Your content, reviews and comments.
- g. You represent and warrant that You own or otherwise control all of the rights to the content that You post; that the content is truthful and fully accurate; that use of the content You supply does not violate this policy and will not cause injury to any person or entity; and that You will indemnify Us for all claims resulting from content, reviews and comments that You send to Us.
- h. We take no responsibility and assume no liability for any content posted by You or any third party.
- i. We have the right but not the obligation to monitor, edit and remove content, reviews, information and comments that You post or send to Our Website and Digital Services.
- j. We encourage Users to notify Us about content that should or could be removed.
- k. In Our sole discretion, We have the right to edit or remove content supplied by You if we feel that such content is inaccurate, inappropriate, harmful, illegal, in violation of Our rights and privileges or those of any other person, group, or organization, including but not limited to the following examples:
 1. Content that is inconsistent with Christian principles and conduct;
 2. Content that is inconsistent with Our mission and purpose;
 3. Content that is harmful to Our reputation or the goodwill associated with Our names, slogans, brands, or trademarks;
 4. Content that is untruthful or unlawful;
 5. Content that threatens or promotes injury to self or other people or property;
 6. Content that threatens or promotes criminal conduct or unlawful activity;
 7. Content that threatens, defames, harasses, bullies, blackmails, libels, slanders, or is unnecessarily offensive or objectionable, or is invasive of privacy;
 8. Content containing nudity or pornographic images or depictions;
 9. Content that is harmful to Our Website and Digital Services;
 10. Content that contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages.

11. Disputes and Settlements

1. These Terms shall be governed by and construed in accordance with the laws of the State of Mississippi. Jurisdiction and venue for all actions arising either in equity or at law with regard to these Terms and Conditions shall be vested exclusively in an appropriate court sitting in Madison County Mississippi and if appealed to a higher court such court shall be within the confines of the State of Mississippi.
2. No failure by either party to fulfill any of its obligations hereunder shall constitute a breach of this Agreement by such party unless and until the non-breaching party has provided the breaching party with written notice specifying such failure(s) and the breaching party has failed to cure such breach within thirty (30) days (unless a different number of days is specified in this Agreement) after receipt of such notice.
3. In the event of litigation brought with respect to these Terms, the prevailing party shall be entitled to recover all awards, costs and expenses of such proceedings and litigation, as the case may be, including reasonable attorney fees.

12. Entire Agreement and Future Changes

1. This Agreement contains the entire agreement between You and Us.

2. We may amend this Agreement at any time without Your consent or advance notification.
3. These Terms and any changes and updates made shall be digitally posted in any Our Website and Digital Services that are affected by such changes and updates, and such posting shall be deemed sufficient for all intents and purposes.
4. All agreements, notices, disclosures, terms and conditions, and other communications that we provide to You digitally shall satisfy any legal requirement that such communications be made in written form.

13. Waiver

No failure or delay by Us in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

14. Severability

In the event that any provision of these Terms, or the application thereof, to any extent be held invalid or unenforceable by a court of competent jurisdiction, it is the expressed intent of the parties hereto that the remaining provisions, or the alternative applications thereof, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or in equity. If any provision of these Terms shall be found unenforceable, You and We expressly authorize the court considering the matter to reform such provision to the extent necessary to make the same enforceable and to carry out the intent expressed in the language of these Terms as nearly as possible.

15. Termination

1. The obligations and liabilities of any party to these Terms shall survive the termination date these Terms for all purposes.
2. These Terms are effective unless and until terminated by either You or Us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Website and Digital Services, or when you cease using our site.
3. If in Our sole judgment you fail, or We suspect that You have failed, to comply with any term or provision of these Terms, We may terminate this agreement at any time without notice and
4. You will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Website and Digital Services or any part thereof.

16. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Mississippi. Jurisdiction and venue for all actions arising either in equity or at law with regard to these Terms and Conditions shall be vested exclusively in an appropriate court sitting in Madison County Mississippi and if appealed to a higher court such court shall be within the confines of the State of Mississippi.