

Terms of Use

11.15.2018

Welcome to a **Celebrity Sweat site** (the "Site"). Thank you for visiting and have a great time!

It is important to us that you, and our other visitors, have the best possible time while using the Site and that when you use this Site you are fully aware of your respective legal rights and obligations. For that reason, we have created these Terms of Use as the legally binding terms to govern your use of this Site. **Please read these Terms of Use carefully before using the Site, because they affect your legal rights and obligations.**

Your Acceptance of Terms If you do not agree with any of these Terms of Use please do not use this Site. By using this Site you will be deemed to have irrevocably agreed to these terms.

Some areas of this Site may be subject to additional terms and conditions, which you should read carefully before making any use of those areas. Such additional terms will not change or replace these Terms of Use regarding use of this Site, unless otherwise expressly stated.

Please note that these Terms of Use may be revised and reissued without notice at any time by updating this posting. You should visit this page regularly to review the current Terms of Use. Your continued use of the Site will be deemed as irrevocable acceptance of any revisions.

How To Contact Us This Site is controlled by **Celebrity Sweat, 4709 Golf Rd. #807**, Skokie, Illinois, 60076 (collectively, "Celebrity Sweat"). Please forward comments, complaints, questions or other legal matters about privacy of the Site to info@csweat.com.

Your Registration To access this Site or some of the resources it has to offer, you may be asked to provide registration details. It is a condition of use of this Site that all the details you provide be correct, current, and complete. If we at **Celebrity Sweat** believe the details are not correct, current, or complete, we have the right to refuse you access to the Site, or any of its resources, and to terminate or suspend your account.

Unless we have received a properly completed and acceptable parental consent form governing your use of this Site, we will assume (and by using this Site you warrant that) you have legal capacity to enter into the agreement set out in these Terms of Use (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

Online Privacy Notice Your privacy is important to us. To better protect your privacy, we provide a notice explaining our online information practices and the choices you can make about the way your information is collected and used at this site. To review this notice, which forms part of these Terms of Use, please go here: [Privacy Policy URL](#)

Trademarks and Copyrights This Site and materials incorporated by **Celebrity Sweat** on this Site ("Material") are protected by copyrights, patents, trade secrets or other proprietary rights ("Copyrights"). Some of the characters, logos or other images incorporated by **Celebrity Sweat** on this Site are also protected as registered or unregistered trademarks, trade names and/or service marks owned by **Celebrity Sweat or others** ("Trademarks"). **Celebrity Sweat respects the** intellectual property rights of others and asks users of this Site to do the same.

Your Use of Material Your right to make use of this Site and any Material or other content appearing on it is subject to your compliance with these Terms of Use. Modification or use of the Material or any other content on this Site for any purpose not permitted by these Terms of Use may be a violation of the Copyrights and/or Trademarks and is prohibited.

You may access and display Material and all other content displayed on this Site for non-commercial, personal, entertainment use on a single computer only. The Material and all other

content on this Site may not otherwise be copied, reproduced, republished, uploaded, posted, transmitted, distributed or used in any way unless specifically authorized by **Celebrity Sweat**. Any authorization to copy Material granted by **Celebrity Sweat in any** part of this Site for any reason is restricted to making a single copy for non-commercial, personal, entertainment use on a single computer only, and is subject to your keeping intact all copyright and other proprietary notices. Using any Material on any other web site or networked computer environment is prohibited. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on this Site into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

Disclaimer of Warranties YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SITE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SITE, **CELEBRITY SWEAT AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF ORGANIZATION NAME ("THE CELEBRITY SWEAT")** **DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.** THE CELEBRITY **SWEAT DOES NOT WARRANT** THAT THE FUNCTIONS CONTAINED IN THIS SITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CELEBRITY **SWEAT DOES NOT WARRANT** OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT IN THE SITE OR ANY WEB SITES LINKED TO THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE **CELEBRITY SWEAT MAKES NO WARRANTIES** THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT IN THE SITE OR ANY WEB SITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE **CELEBRITY SWEAT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICE OR OTHER CONTENT OF THE SITE OR ANY OTHER WEB SITE.** IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability THE **CELEBRITY SWEAT** **DISCLAIMS ALL LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE SITE OR ANY OTHER WEB SITE, OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SITE OR ANY OTHER WEB SITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF ANY MEMBER OF THE CELEBRITY SWEAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.** WITHOUT LIMITATION, YOU (AND NOT ANY MEMBER OF THE **CELEBRITY SWEAT**) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Forums THE MATERIALS, INFORMATION AND OPINIONS INCLUDED AND/OR EXPRESSED IN OR ON BULLETIN BOARDS, CHAT ROOMS, COMMUNITY PAGES OR OTHER FORUMS ON THIS SITE ("FORUMS") ARE NOT NECESSARILY THOSE OF THE **CELEBRITY SWEAT OR**

CONTENT PROVIDERS. **CELEBRITY SWEAT DOES NOT UNDERTAKE TO MONITOR OR REVIEW FORUMS, AND THE CONTENT OF FORUMS IS NOT THE RESPONSIBILITY OF ORGANIZATION NAME. ORGANIZATION NAME MAY REMOVE OR MODIFY ANY CONTENT WITHOUT NOTICE OR LIABILITY AT ANY TIME IN ORGANIZATION NAME'S SOLE DISCRETION. ANY USE OF THE FORUMS WILL BE AT YOUR OWN RISK AND WILL BE SUBJECT TO THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET OUT ABOVE.**

Submissions, Postings and E-mails **Celebrity Sweat is** interested in hearing from you regarding your questions or comments about our Site. However, the Celebrity **Sweat does not accept** or consider unsolicited submissions of any kind (e.g. scripts, treatments, concepts, or any other materials) in any format, by any means of transmission (including email). Any such submissions are either returned to the sender without being reviewed or deleted or discarded without being reviewed. Therefore, please do not send any unsolicited submissions of any member of the **Celebrity Sweat.**

From time to time, areas on this Site may expressly request submissions of concepts, stories, or other potential content from you ("Invited Submissions"). Where this is the case, please carefully read any specific rules or other terms and conditions which appear elsewhere on this Site to govern those submissions ("Additional Terms"), as they will affect your legal rights. If no Additional Terms govern those submissions, then these Terms of Use will apply in full to any Invited Submissions you make.

In any event, any material you send to us will not be treated as confidential.

Please act responsibly when using this Site. You may only use this Site and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through this Site. You may not collect or store personal information regarding other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the Site is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted (other than by **Celebrity Sweat**) or privately transmitted on or through this Site are the sole responsibility of the sender, not **Celebrity Sweat, and** that you are responsible for all material you upload, post or otherwise transmit to or through this Site.

We at **Celebrity Sweat require** that you do not post e-mails or submit to or publish through Forums or otherwise make available on this Site any content, or act in a way, which in our opinion:

- (a) libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- (b) disparages, criticizes, belittles, parodies or otherwise portrays in a negative light any actor appearing in the content;
- (c) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (d) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- (e) violates any law or may be considered to violate any law;
- (f) you do not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);
- (g) advocates or promotes illegal activity;
- (h) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- (i) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as specifically authorized on this Site;

- (j) solicits funds, advertisers or sponsors;
- (k) includes programs which contain viruses, worms and/or 'Trojan horses' or any other computer code, files or programs designed to interrupt, overload, collapse, destroy or limit the functionality of any computer software or hardware or telecommunications;
- (l) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Site;
- (m) copies any other pages or images on this Site except with appropriate authority;
- (n) includes MP3 format files;
- (o) amounts to a 'pyramid' or similar scheme;
- (p) amounts to 'data warehousing' (i.e., using any web space made available to you as storage for large files or large amount of data which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via us;
- (q) disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site; or
- (r) contains links to other sites that contain the kind of content, which falls within the descriptions set out at (a) to (q) above.

In addition, you are prohibited from removing any sponsorship banners or other material inserted by **Celebrity Sweat** anywhere on this Site (e.g., on any web space made available for your use).

System Abuse Without limitation, you agree not to send, create or reply to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming"(i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely effect the operation or enjoyment of this Site by any other person.

You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on this Site.

Security Any usernames and passwords used for this Site are for individual use only. You shall be responsible for the security of your username and password (if any). **Celebrity Sweat** shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username and password that **Celebrity Sweat** considers insecure, **Celebrity Sweat** will be entitled to require this to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools or network probing tools) are strictly prohibited. If you become involved in any violation of system security, **Celebrity Sweat** reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

Investigations **Celebrity Sweat** reserves the right to investigate suspected violations of these Terms of Use, including without limitation any violation arising from any submission, posting or e-mails you make or send to any Forum. **Celebrity Sweat** may seek to gather information from the user who is suspected of violating these Terms of Use, and from any other user. **Celebrity Sweat** may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If **Celebrity Sweat** believes, in its sole discretion, that a violation of these Terms of Use has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. **Celebrity Sweat** will fully cooperate with any law enforcement authorities or court order requesting or directing **Celebrity Sweat**. **Celebrity Sweat** to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are

believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS ALL MEMBERS OF THE CELEBRITY SWEAT FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF THE CELEBRITY SWEAT DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER A MEMBER OF THE CELEBRITY SWEAT OR LAW ENFORCEMENT AUTHORITIES.

Service In order to use this Site, you must obtain access to the World Wide Web and pay any service fee associated with that access. You will need to provide all equipment necessary to connect to the Site on the World Wide Web (including a computer, modem and/or other access devices).

Organization Name reserves the right to modify or discontinue, temporarily or permanently, all or any part of this Site and/or any software, facilities and services on this Site, with or without notice, and/or to establish general guidelines and limitations on their use.

Local Regulations Celebrity Sweat makes no representation that Materials or other content in the Site are appropriate or available for use outside the United States, its territories, possessions and protectorates. If you choose to access the Site from other locations you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

Indemnity You agree to indemnify and hold harmless Celebrity Sweat and its officers, directors, employees, agents, distributors and affiliates from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto Celebrity Sweat's servers, and/or from any and all use of your account.

Our Use of Content Celebrity Sweat will consider anything you provide to Organization Name and/or contribute to this Site as available for our use free of any obligations to you, except where solicited Invited Submissions are expressly governed by Additional Terms appearing elsewhere on this Site (see 'Submissions, Postings and E-mails' above), in which event those Additional Terms will determine how we will treat your Invited Submissions.

Subject to the provisions of any Additional Terms, by posting or uploading any content to this Site and/or providing any communication or material to Celebrity Sweat ("User Content"), you automatically and irrevocably: (a) grant and assign to Celebrity Sweat a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to any and all rights in the User Content including without limitation all copyright, together with all consents (if any) necessary to enable its reproduction, distribution, modification, publishing and/or other exploitation by Organization Name and/or by any person authorized by Celebrity Sweat, by any means and in all media now known or hereafter devised, without payment or other reference to you or any other person, and to advertise and promote such exploitation, for the full period of all such rights (together with any extensions and renewals) and insofar as possible in perpetuity; (b) waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted; (c) appoint Celebrity Sweat as your agent with full power to enter into any document and/or do any act Celebrity Sweat may consider appropriate to confirm the grant and assignment, consent and waiver set out above; (d) warrant that you are the owner of the User Content and entitled to enter into these Terms of Use; (e) confirm that no such User Content will be subject to any obligation, of confidence or otherwise, to you or any other person and that Celebrity Sweat shall not be liable for any use or disclosure of such User Content.

Third-Party Sites This Site may link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of Organization Name, and you acknowledge that (whether or not such sites are affiliated in any way with **Celebrity Sweat**) **Celebrity Sweat is not** responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by **Celebrity Sweat or any** association with its operators.

Celebrity Sweat cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from **Celebrity Sweat** since other shop channels are owned and operated by independent retailers. **Celebrity Sweat does not endorse** any of the merchandise, nor has **Celebrity Sweat taken any steps** to confirm the accuracy or reliability of any of the information contained in such third-party sites. **Celebrity Sweat does not make any** representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

Proprietary Online Services Any area of this Site that is accessed through any proprietary online service is subject to the rules, policies and guidelines of such proprietary online service.

Jurisdictional Issues The Materials and all other content in this Site are presented solely for the purpose of providing entertainment and information and promoting programs, films, music, and other products available in the United States, its territories, possessions, and protectorates.

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of California, as they are applied to agreements entered into and to be performed entirely within California.

Any dispute of any kind between you and any member of the **Celebrity Sweat** arising under these Terms of Use shall be resolved by binding arbitration in Los Angeles, California, pursuant to the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator shall be a retired judge or justice of any California state or federal court with substantial experience in the entertainment industry and shall follow California law in adjudicating the dispute.

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.

Claims of Infringement If you believe that any content appearing on this Site infringes your copyright rights, we at **Celebrity Sweat** want to hear from you. Please forward the following information in writing to the Copyright Agent at the address listed below:

- (a) your name, address, telephone number, and e-mail address;
- (b) a description of the copyrighted work that you claim has been infringed;
- (c) the exact URL or a description of each place where alleged infringing material is located;
- (d) a statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
- (e) your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
- (f) a statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent

Debbie Levine, Celebrity Sweat, 4709 Golf Rd #807, Skokie, Illinois 60076, info@csweat.com.

Celebrity Sweat seeks to preserve any and all exemptions from liability that may be available under the copyright law, but does not necessarily stipulate that it is a service provider as defined in USC section 512(c) or elsewhere.