

You & I Terms

Terms of Use

Welcome to the You & I website at significanttotherapp.com or an affiliated mobile application ("You & I"). We want you to enjoy your experience, and we are excited about providing you an app that allows safely share life's most intimate moments with your most intimate partner. The following terms and conditions (these "Terms of Use") govern your access to and use of the content, functionality and services offered on or through You & I or any other website, product, service, or application (collectively, the "You & I Services") owned or sponsored by Cory D. Wiles ("we" or "us").

YOUR USE OF You & I OR CLICKING ON "I AGREE" CONSTITUTES A KNOWING ACCEPTANCE AND ACKNOWLEDGEMENT OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE You & I SERVICES.

Scope of Agreement

General

These Terms of Use govern your access to and use of the You & I Services

Privacy Policy

Please review our Privacy Policy, which is hereby incorporated into and made a part of these Terms of Use. The Privacy Policy explains how we collect, use and disclose your individual, personal information. By accessing and using You & I, you consent to our actions with respect to your personal information in compliance with the Privacy Policy.

Binding Agreement

If for any reason you do not agree with or cannot abide by these Terms of Use (or any posted modifications to them), please exit You & I immediately and stop all use of the You & I Services. Otherwise, by accessing You & I or using any You & I Services, you agree to these Terms of Use and Privacy Policy.

Modification of These Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to your access and use of the You & I Services. Your continued use of the You & I Services following the posting of revised Terms of Use means that you accept and agree to the changes. Please check this page from time to time so you are aware of any changes.

Your Account

To use some portions of the You & I Services, you must create a user account. All users will be given separate login identifications. You are solely responsible for your account. Our use of any personal information you provide during the account creation process is governed by our Privacy Policy. You are entirely responsible for maintaining the confidentiality and security of your account, and you are solely responsible for all changes and updates submitted through your account as well as all content posted or other activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to suspend access to or to close your account or any login in violation of these Terms of Use, in our sole discretion. We also reserve the right to disable or block your use or access to the You & I Services if you fail to comply with these Terms of Use.

In creating an account and/or posting any content, you represent and warrant to us that all information provided is true, accurate and correct. You may not impersonate someone else, create or use an account for anyone other than yourself, misrepresent your age, provide an email address other than your own, or create multiple accounts or business listings except as otherwise authorized by us.

Users under 18

The You & I Services are not intended to be used by minors under the age of 18 without parental consent. If you have questions about how your child may use the You & I Services, please contact us. By using the You & I Services, you affirm that you are at least 18 years old and are fully able and competent to enter into and abide by these Terms of Use.

Accessing the You & I Service and Account Security

We reserve the right to withdraw or change the You & I Services, and add or remove any content from You & I, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the You & I Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the You & I Services.

Submission

Certain portions of the You & I Services may allow users with accounts to create and post content, including but not limited to creating a profile page, creating or posting text, photographs, images, or videos, or providing other information ("Submissions"). Any such Submissions shall be your original content and shall not be defamatory, libelous, scandalous, obscene, pornographic or harassing in any way and shall not be posted for any improper motive or purpose. We may display your user ID or your name in connection with your Submissions in accordance with the Privacy Policy. We reserve the right to take down, delete, or remove any improper content or any immoral, scandalous, harassing, infringing, or otherwise inappropriate content.

Your Submissions will be considered non-confidential. By posting Submissions, you grant us and our affiliates, and any successors and assigns a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such Submissions in whole or in part.

You represent and warrant that:

You own or control all rights and title in and to your Submissions and have the right to grant this license to us.

All of your Submissions do and will comply with these Terms of Use.

You will not upload, post, reproduce or otherwise share any third-party content on or through the You & I Services.

You are solely responsible for your Submissions, and you, not us, have full responsibility for all content, including its legality, reliability, accuracy and appropriateness. You will at all times comply with all applicable FCC Guidelines, including those related to testimonials and endorsements in advertising. You shall not accept any payment of money or goods in exchange for promoting a product or service without making a clear disclosure of that fact. This rule will also apply if you are an owner or employee of a company whose products or services you endorse.

Links to Third Party Sites

You & I may contain links to websites operated by parties other than us. Such links are provided for your reference or for advertisement only. We do not control such websites and are not responsible for their content. The inclusion of any third-party links on You & I does not imply any endorsement of the material on such websites or any association with their operators. We encourage you to read the terms of use of any third-party websites you visit.

Content Standards

These content standards apply to your Submissions and use of the You & I Services. Your Submissions must, in their entirety, comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, your Submissions must not:

Harm minors in any way;

Contain any material which is defamatory, obscene, indecent, abusive, offensive, fraudulent, harassing, violent, hateful, inflammatory or otherwise objectionable;

Promote, advocate, or consist of sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

Infringe any patent, trademark, trade secret, copyright, intellectual property or other right of any third party;

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability;

Rebroadcast, in whole or part, the voice or likeness of a commercial broadcast, professional announcer or commentator;

Rebroadcast, in whole or in part, any film, commercial broadcast, musical performance or other copyrighted content;

Promote, advocate, or endorse, any illegal activity, or advocate, promote, conduct or assist any unlawful act;

Impersonate any person, or misrepresent your identity or affiliation with any person or organization;

Involve contests, sweepstakes, illegal lotteries or gambling;

Involve programs such as pyramid selling or "Ponzi" schemes;

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case;

Delete or alter any copyright, trademark or notice of any other proprietary rights from any of our or anyone else's content; or

Harm or attempt to harm animals in any way.

Prohibited Users

You agree not to use the You & I Services:

In any way that violates any applicable federal, state, local or international law or regulation;

To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including, without limitation, any "junk mail," "chain letter," "phishing," or "spam" or any other similar solicitation;

In any manner that could disable, overburden, damage, or impair You & I or interfere with any other party's use of the You & I Services, including their ability to engage in real-time activities through the You & I Services;

Through any robot, spider or other automatic device, process or means for any purpose;

To monitor or copy from us;

To attempt to use any other user's account;

To introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

To attempt to gain unauthorized access to, interfere with, damage or disrupt You & I, our servers, or any computer or database connected to You & I;
To attempt to access any part of You & I that you are not authorized to access;
To attempt to interfere with the proper working of the You & I Services; or
For any other unauthorized purpose.
Monitoring and Enforcement

We have the right to:

Remove or refuse to post any Submissions for any or no reason in our sole discretion;
Take any action with respect to any Submission that we deem necessary or appropriate in our sole discretion;
Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property or privacy rights;
Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the You & I Services; and
Terminate or suspend your access to all or part of the You & I Services for any or no reason, including without limitation, any violation of these Terms of Use.
Without limiting the foregoing, we have the right to and will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on You & I or through the You & I Services.

The You & I Services may, from time to time, allow posting of reviews, commentary, feedback, or criticism of your Submissions. We are not liable for the content of any such materials, regardless of whether we are actually aware of them or not. You may report any such materials that you feel are abusive, indecent, or defamatory by using the reporting functions using your account, specifically describing the materials to which you object and their location. We cannot undertake to review all material before it is posted, and cannot ensure prompt removal of objectionable material after it has been posted. Although You & I might take action, including removing such material, You & I does not commit to taking any action with regard to such complaints or materials. You specifically waive any claim by you or any third party against You & I for what you might be exposed to while using the You & I Services. We assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for the activities described in this section.

Intellectual Property Rights

You & I and the You & I Services together with their entire contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) ("You & I Features") are protected by the copyright, trademark, patent, trade secret and other intellectual property rights in the United States and, where applicable, internationally.

Except for Submissions by you and other users, all You & I Features are owned by Cory D. Wiles, or its licensors. Except as expressly permitted by us, you SHALL NOT copy, display, distribute, modify, translate, reformat, incorporate into any advertisement, create derivative works based on, or publish, any of the You & I Features. Any unauthorized use of the You & I Features may subject you to civil or criminal penalties.

All rights not expressly granted by us are reserved to us.

The You & I name and all related names, logos, product and service names, designs and slogans are our trademarks. You must not use such marks without our prior written permission.

All other names, logos, product and service names, designs and slogans displayed on You & I are the trademarks of their respective owners.

Notice Of And Procedure For Claims Of Copyright Infringement

We respect the intellectual property and proprietary rights of others. In accordance with the Digital Millennium Copyright Act, we have designated a Copyright Agent to receive notice of claims of alleged copyright infringement. If you believe that your copyrighted material has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on You & I, please send our designated agent (identified below) a notice containing the following:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work that is alleged to have been infringed;

A description of the copyrighted work that you claim is infringing and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the website where the copyrighted work is lawfully published, the name, edition and page(s) of a book, etc.);

A description of where the material that you claim is infringing is located on You & I, including the URL, so that we can locate the material;

Your address, telephone number and email address;

A statement that you have a good faith belief that the use of the material identified in the notice is not authorized by the copyright owner, its agent, or applicable law; and

A statement by you, under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner.

You acknowledge that if you fail to comply with all of the above-listed requirements, your DMCA notice may not be accepted.

Attention: Email: support@significanttotherapp.com

NOTE: THE NOTICE REQUIRED BY THIS SECTION IS EXCLUSIVELY FOR NOTIFYING US THAT COPYRIGHTED WORK(S) MAY HAVE BEEN INFRINGED. DO NOT SEND ANY NOTICES OR INQUIRIES UNRELATED TO ALLEGED COPYRIGHT INFRINGEMENT TO THE DESIGNATED AGENT. SUCH NOTICES OR INQUIRIES SHOULD INSTEAD BE SENT TO THE EMAIL ADDRESS OR MAILING ADDRESS LISTED BELOW IN THE SECTION TITLED "COMMENTS AND CONCERNS."

If you receive notice from us that a third-party has alleged infringement and you believe that your content is not infringing, or that you have authorization or the legal right to post and use the material in your Submission, you may send a counter-notice containing the following information to our designated agent:

Your physical or electronic signature;

A description of the content that has been removed or to which access has been disabled and the location where the content appeared before it was removed or disabled;

A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

Your name, address, telephone number, and email address and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If we receive a counter-notice, we may send a copy to the original complaining party informing the complainant that we may replace or enable the removed content in 10 business days.

Unless the copyright owner files an action seeking a court order against you, we may restore or replace the removed content at our sole discretion.

Linking to the You & I Service and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement without our express written consent.

The You & I Service may provide certain social media features that enable you to:

Link to additional content from your own or certain third-party websites.

Send emails or other communications.

Cause Submissions to be displayed or appear to be displayed on your own or certain third party websites.

You may use only these features as they are provided by us, and solely with respect to the content they display and in accordance with any additional conditions we provide you.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We may disable all or any social media features and any links at any time without notice in our discretion.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the You & I Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

YOUR USE OF You & I, THE You & I SERVICES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THEM IS AT YOUR OWN RISK. You & I, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE You & I SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

Limitation on Liability

IN NO EVENT WILL WE, OR OUR AFFILIATES, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, You & I OR THE You & I SERVICES. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT SHALL WE EVER BE LIABLE TO YOU FOR ANY DAMAGES EXCEEDING \$100.00.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED IN YOUR JURISDICTION.

YOU AGREE AND ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THE BARGAIN BETWEEN US AND THAT WE WOULD NOT PROVIDE

THE You & I SERVICES ABSENT SUCH LIMITATION. YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR SUBMISSIONS OR THE OFFENSIVE, DEFAMATORY, ILLEGAL CONDUCT OR CONDUCT BY A THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless us, our affiliates, and its and our respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, Privacy Policy, or your use of You & I or the You & I Services, including, without limitation, (i) your Submissions, (ii) your use of the content, services and products other than as expressly authorized in these Terms of Use, (iii) your violation of any third-party right, including without limitation, intellectual property and privacy rights, or (iv) any claim that your Submission caused damage or harm to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the You & I Services.

Contest Eligibility & Participation

Any contests offered by us are governed by these Terms of Use, as well as, any additional rules posted by us in connection with that specific contest. All participants must comply with and expressly agree to these Terms of Use and all contest rules, which are hereby incorporated by reference. By entering any contest, you consent to the use by You & I and its designees of the entrant's name, photograph, likeness, biography, voice, live stream, idea, and/or content of your Submission for any purpose in any and all media now or hereafter known, throughout the universe in perpetuity and without additional compensation, notification or permission, except where prohibited by law. If your Submission is selected as a "winner" of a contest, you may be required to sign additional releases and/or agreements designated by us and/or you will be required to obtain a written release and/or agreement from each identifiable person, if any, appearing in your Submission granting us and our designees permission to use that person's name/image/likeness/photo/video/live stream.

Governing Law and Jurisdiction

"You & I" is based in the State of Tennessee, USA. We make no guarantee that the You & I Services or any You & I content is accessible or appropriate outside of the United States. Access to the You & I Service may not be legal by certain persons or in certain countries. If you access the You & I Service from outside the United States, you do so on your own initiative and are responsible for compliance with all applicable laws.

All matters relating to the You & I Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction). For disputes arising directly or indirectly from these Terms of Use, each party consents to exclusive jurisdiction and venue in the state or federal courts sitting in Davidson County, Tennessee, U.S.A., and each waives all defenses of lack of personal jurisdiction and forum non conveniens. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall have no applicability to this contract. In any action brought to enforce the terms of this Agreement, we shall be entitled to recover our reasonable costs and attorneys' fees as a prevailing party.

Everything Else

Any waiver of any provision of these Terms of Use, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. No waiver shall be enforceable against us unless such waiver is in writing signed by us. You may not transfer or assign your rights and obligations under this Agreement without our prior, written consent. We may freely assign this Agreement without restriction. If any of the provisions of these Terms of Use are found to be invalid under applicable law, then, the remainder of them shall be in full force and effect to the fullest extent possible. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between us as a result of this Agreement or your use of You & I or the You & I Services. You agree not to hold yourself out as our representative, agent, or employee.

These Terms of Use, together with the Privacy Policy, set forth the entire understanding of the parties, and supersede and preempt all prior oral or written understandings and agreements with respect to the subject matter hereof. None of these terms are intended to benefit, or to be enforceable by, any third-party beneficiaries. No remedy conferred by these Terms of Use is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every other remedy available.

Reservation of Rights

You & I reserves to itself any and all rights not expressly granted herein.

Comments and Concerns

All other feedback, comments, requests for technical support and other communications relating to the You & I Service should be directed to: support@significanttotherapp.com.