

TERMS AND CONDITIONS

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DANIKA'S MEMORY BOX reserves the right to edit letters sent by the readers or users for length and clarity.

The advice offered is intended for informational purposes only. This advice is not intended to replace or substitute for any professional, personal, financial, medical, legal, or other professional advice. If you have specific concerns or a situation in which you require professional, psychological or medical help, you should consult with an appropriately trained and qualified specialist.

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You as a User of DANIKA'S MEMORY BOX must be 18 years of age or older to use the DANIKA'S MEMORY BOX Website, or visit or use the Website in any manner. By

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(b) use the DANIKA'S MEMORY BOX Services to provide services to third parties as a service or in any way that violates applicable law;

(c) disable any security or other technological features or measures of the DANIKA'S MEMORY BOX Services, or attempt to scan, probe, or test the vulnerability of a network or system, or to breach security or authentication measures;

(d) upload on DANIKA'S MEMORY BOX or provide for processing any material or information that is false, misleading, defamatory, illegal, libelous, abusive, offensive, obscene, or that violates any applicable law or the privacy or intellectual property rights of any third party, or that contains any medical or health information of any individual or any information of any person under the age of 18 without the express, prior, written consent of such persons' legal guardian;

(e) use the DANIKA'S MEMORY BOX Service to harm, harass or threaten another person or organization;

(f) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system;

(g) attempt to scan, probe or test the vulnerability of the DANIKA'S MEMORY BOX Services or any of DANIKA'S MEMORY BOX systems or network or breach any security or authentication measures;

(i) mislead recipients as to your (User) identity, create a false caller ID (e.g. ID spoofing), forge addresses or headers, or fraudulently undertake other technical measures to misrepresent the identity of the sender;

(j) use, display, "frame" or "mirror" any part of the DANIKA'S MEMORY BOX Services, DANIKA'S MEMORY BOX names, any of DANIKA'S MEMORY BOX trademarks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without prior written authorization from DANIKA'S MEMORY BOX.

You as a User will not copy, reproduce, translate, enhance, modify, decompile, disassemble, reverse engineer, or create derivative works of the DANIKA'S MEMORY BOX Service or its underlying software. You will neither remove nor alter any DANIKA'S

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- a. Unlawful or promoting unlawful activity.
- b. Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- c. Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of DANIKA'S MEMORY BOXtery or gambling.
- d. Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- e. Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- f. Impersonating any person or entity including the DANIKA'S MEMORY BOX and its employees or representatives.
- g. Violating the privacy of any third person.
- h. False information and features.

DANIKA'S MEMORY BOX reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The DANIKA'S MEMORY BOX further reserves the right to make formatting and edits and change the manner any Content. DANIKA'S MEMORY BOX can also limit or revoke the use of the DANIKA'S MEMORY BOX Service if You post such objectionable Content.

As DANIKA'S MEMORY BOX cannot control all content posted by users and/or third parties on the Service, you agree to use the DANIKA'S MEMORY BOX Service at your own risk. You understand that by using the DANIKA'S MEMORY BOX Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will DANIKA'S MEMORY BOX be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

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DANIKA'S MEMORY BOX works hard to continuously make progress and enhance its Services. Some of these improvements and enhancements may result in changes to these DANIKA'S MEMORY BOX Terms. DANIKA'S MEMORY BOX may update or change these Services, or the sections set forth in these Terms from time to time and recommend that you as a User review these PAINSOMOA Terms regularly. You as a User understand and agree that your continuous use of DANIKA'S MEMORY BOX

Services after these Terms have been updated or changed constitutes your acceptance of the revised DANIKA'S MEMORY BOX Terms. The most current version of the DANIKA'S MEMORY BOX Terms shall govern and supersede all previous versions of the Terms.

13. VIOLATIONS

DANIKA'S MEMORY BOX reserves the right to monitor any and all use of DANIKA'S MEMORY BOX Services, and investigate any activity we suspect violates these DANIKA'S MEMORY BOX Terms, our rights or interest, or the interests or rights of any person or entity. DANIKA'S MEMORY BOX reserves the right, to the fullest extent permitted by law, to cooperate with any governmental authority or third party investigating conduct that may be illegal or harm any individual or any entity or violates/infringes their respective rights.

14. INDEMNIFICATION

You as a User shall indemnify, defend and hold harmless DANIKA'S MEMORY BOX (Released Party) and any of its affiliates, authors, owners, bloggers, partners and licensors from and against any and all claims, proceedings, actions, suits, liabilities, damages, settlements, fines, penalties, losses, or expenses, including attorneys' fees, costs and disbursements, arising out of or in any way connected with your use of DANIKA'S MEMORY BOX Services.

15. LIMITATION OF LIABILITY

DANIKA'S MEMORY BOX, ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, AND AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES, WHETHER IN TORT, CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR YOUR USE OF OR ATTEMPT TO USE DANIKA'S MEMORY BOX'S SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, GOODWILL, REVENUE, USE, DATA, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF DANIKA'S MEMORY BOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow for the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the above exclusion of liability may not apply to you. You may have other rights that vary from state to state.

DANIKA'S MEMORY BOX makes no representation that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own will and are responsible for compliance with local law.

16. TERMINATION

DANIKA'S MEMORY BOX may terminate or suspend these Terms at any time without notice to you. Without limiting the foregoing, DANIKA'S MEMORY BOX shall have the right to immediately terminate your access to the Website in the event of any conduct by you which DANIKA'S MEMORY BOX in our sole discretion, consider to be offensive or unaccepted, or in the event of any breach by you as a User of DANIKA'S MEMORY BOX of these Terms.

17. GOVERNING LAW

To the extent permissible by law, all claims arising out of this Agreement between you as a User and DANIKA'S MEMORY BOX or relating to the Platform will be governed by and construed in accordance with the laws of UNITED STATES OF AMERICA, excluding the application of its conflicts of law rules. Any legal action or proceeding arising out of this Agreement between you as a User and DANIKA'S MEMORY BOX or relating to this DANIKA'S MEMORY BOX Platform shall be brought exclusively in a state or federal court of UNITED STATES OF AMERICA, and you submit to the personal jurisdiction of those courts for purposes of any action or proceeding to the extent permissible by law. You as a User are responsible for complying with the laws of the jurisdiction from which you are accessing the Platform. You agree that you will not access or use the information on this DANIKA'S MEMORY BOX Platform in violation of such laws.

18. COPYRIGHT INFRINGEMENT POLICY

DANIKA'S MEMORY BOX takes claims of copyright infringement seriously. We will act in response to notices of alleged copyright infringement that comply with applicable law. If you think that any materials accessible on or from the DANIKA'S MEMORY BOX infringes your copyright, you may ask for the removal of those materials (or access to them) from the DANIKA'S MEMORY BOX Website by submitting written notification to our contact information designated below.

The Notice shall include substantially the following:

- Your physical or electronic signature.

- Identification of the copyrighted work you think or believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you think or believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you as a person are authorized to act on behalf of the copyright owner.

19. MISCELLANEOUS

1. **Survival:** In the event of termination or expiration of these DANIKA'S MEMORY BOX Terms for any reason, any provisions of these Terms that by their nature should survive termination of these DANIKA'S MEMORY BOX Terms will survive termination of these Terms, unless contrary to the pertinent provisions herein stated.
2. **Severability:** If any term or provision in these DANIKA'S MEMORY BOX Terms is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these DANIKA'S MEMORY BOX Terms, but the validity and enforceability of the remainder of these Terms shall not be affected.
3. **Unenforceability:** If any provision of these DANIKA'S MEMORY BOX Terms or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into these DANIKA'S MEMORY BOX Terms on the part of any Party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render these DANIKA'S MEMORY BOX Terms as modified legal and enforceable to the maximum extent permitted under applicable laws.
4. **Force Majeure:** DANIKA'S MEMORY BOX shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DANIKA'S MEMORY BOX's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

5. **No Transfer:** This Agreement and the rights and obligations set forth herein may not be transferred or assigned by operation of law or otherwise without the consent of each party hereto. This Agreement between you as a User and DANIKA'S MEMORY BOX is binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. CONTACT INFORMATION

For any questions or concerns about your use of our Services, please contact us at danika@dmemorybox.com