



TERMS & CONDITIONS

This is to notify you that by sending an e-poem through PenMyPoem.com, you thereby agree to these TERMS & CONDITIONS (T&C):

- Customer will not use the service for chain letters, junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process.
- Customer will not transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.
- Customer agrees not to use the service for illegal purposes.
- Customer recognizes and accepts that PenMyPoem.com is not intended to be an Anonymous Email Service. Every e-poem sent includes the IP (Internet Protocol) address from which the login session originated. With this header information, the source of a message can be narrowed dramatically (often directly to your computer). This is done for the protection of PenMyPoem.com recipients.

To report a violation of the PenMyPoem.com Rules and Regulations, please email us at info@penmypoe.com.

PENMYPOEM.COM USE OF CUSTOMER EMAIL ADDRESSES:

PenMyPoem.com does not sell or distribute the email addresses of anyone using our system. The only time PenMyPoem.com will intentionally release information concerning a Customer's communications is to:

- help users or recipients send or pickup their e-poem;
- conform to the edicts of the law or comply with the legal process served on PenMyPoem.com;
- protect and defend the rights or property of PenMyPoem.com; or
- act under exigent circumstances to protect the personal safety of its Customers or the public.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

The PenMyPoem.com Service ("Service") owned and operated by PenMyPoem.com ("PenMyPoem.com") is provided to you under this PenMyPoem.com TERMS AND CONDITIONS ("T&C") and any operating rules or policies that may be published by PenMyPoem.com. The T&C comprises the entire agreement between the Customer and PenMyPoem.com and supersedes all prior agreements between the parties regarding the subject matter contained herein. By purchasing an e-poem, you are indicating your agreement to be bound by all of the terms and conditions of the T&C.

2. DESCRIPTION OF SERVICE

PenMyPoem.com is providing the Customer with a capability to send electronic mail via the World Wide Web and on PenMyPoem.com's own system. Customer must: (1) provide all equipment, including a computer and modem, necessary to establish a connection to the World Wide Web; (2) provide for own access to the World Wide Web and pay any telephone service fees associated with such access.

In consideration for this Service, Customer agrees to: (1) provide certain current, complete, and accurate information about Customer as prompted to do so by the Service.

If any information provided by Customer is incomplete or inaccurate, PenMyPoem.com retains the right to terminate Customer's rights to use the Service.

3. MODIFICATIONS TO TERMS OF SERVICE

PenMyPoem.com may change the terms and conditions of the T&C from time to time. The changes may be seen by reviewing this document before sending an e-poem.

Customer's continued use of the Service constitutes an affirmative: (1) acknowledgment by Customer of the T&C and its modifications; and (2) agreement by Customer to abide and be bound by the T&C and its modifications.



4. MODIFICATIONS TO SERVICE

PenMyPoem.com reserves the right to modify or discontinue the Service with or without notice to Customer. PenMyPoem.com shall not be liable to Customer or any third party should PenMyPoem.com exercise its right to modify or discontinue the Service.

5. PRIVACY POLICY

It is PenMyPoem.com's policy to respect the privacy of its Customers. Therefore, PenMyPoem.com will not monitor, edit, or disclose the contents of a Customer's private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on PenMyPoem.com; (2) protect and defend the rights or property of PenMyPoem.com; (3) act under exigent circumstances to protect the personal safety of its Customers or the public (4) to help senders and recipients with their PenMyPoem.com communications.

Customer acknowledges and agrees that PenMyPoem.com neither endorses the contents of any Customer communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby.

Customer acknowledges and agrees that certain technical processing of email messages and their content may be required to: (1) send and receive messages; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of the Service; or (4) conform to other similar requirements.

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

PENMYPOEM.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

PENMYPOEM.COM MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES PENMYPOEM.COM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

PENMYPOEM.COM MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM PENMYPOEM.COM OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

6. LIMITATION OF LIABILITY

PENMYPOEM.COM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF PENMYPOEM.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.



7. NO RESALE OR COMMERCIAL USE OF THE SERVICE

Customer agrees not to resell the Service. Commercial use of the Service that is compliant with this Terms of Service agreement is permitted.

8. PENMYPOEM.COM MESSAGE STORAGE

PenMyPoem.com assumes no responsibility for the deletion or failure to store PenMyPoem.com's messages.

9. OTHER LIMITATIONS

PenMyPoem.com retains the right, at PenMyPoem.com's sole discretion, to determine whether or not Customer's conduct is consistent with the letter and spirit of the T&C and may terminate Service if a Customer's conduct is found to be inconsistent with the T&C.

10. USER CONDUCT

Customer is solely responsible for the contents of his or her transmissions through the Service. Customer's use of the Service is subject to all applicable local, provincial/state, national and international laws and regulations.

Customer agrees: (1) to comply with Canadian and US law regarding the transmission of technical data exported from Canada and the United States through the Service; (2) not to use the Service for illegal purposes; (3) not to interfere or disrupt networks connected to the Service; and (4) to comply with all regulations, policies and procedures of networks connected to the Service.

The Service makes use of the Internet to send and receive certain messages; therefore, Customer's conduct is subject to Internet regulations, policies and procedures. User will not use the Service or any mailbox on the Service for chain letters, unsolicited emails, or any use of electronic mailing to any person who has not given specific permission to be included in such a process.

Customer agrees not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, provincial/state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited.

Customer shall not interfere with another user's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

PenMyPoem.com may, at its sole discretion, immediately terminate Service should Customer's conduct fail to conform with these terms and conditions of the T&C.

11. INDEMNIFICATION

Customer agrees to indemnify and hold PenMyPoem.com, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Customer's use of the Service, the violation of this T&C by Customer, or the infringement by Customer, or other user of the Service using Customer's computer, of any intellectual property or other right of any person or entity.

12. TERMINATION

PenMyPoem.com offers the e-poem service to all users. PenMyPoem.com reserves the right to terminate the Service with or without cause at any time and effective immediately. PenMyPoem.com shall not be liable to Customer or any third party for termination of Service.

Should Customer object to any terms and conditions of the T&C or any subsequent modifications thereto or become dissatisfied with the Service in any way, Customer's only recourse is to immediately discontinue use of the Service.

Upon termination of the Service, Customer's right to use the Service and Software immediately ceases.

13. NOTICE

All notices to a party shall be in writing and shall be made either via email or conventional mail. PenMyPoem.com may broadcast notices or messages through the Service to inform Customers of changes to the T&C, the Service, or other matters of importance; such broadcasts shall constitute a notice to Customer.



14. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

Customer may enter into correspondence with or participate in promotions of the Advertisers showing their products on the Service. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between the corresponding Customer and the Advertiser. PenMyPoem.com assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

15. PROPRIETARY RIGHTS TO CONTENT

Customer acknowledges that content, including but not limited to, text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially-produced information presented to Customer by the Service "Content" by PenMyPoem.com or PenMyPoem.com's Advertisers, or PenMyPoem.com affiliated Artists, is protected by copyrights, trade-marks, service marks, patents or other proprietary rights and laws; therefore, Customer is only permitted to use this Content as expressly authorized by the Service, Artist or the Advertiser. Customer may not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorized to do so by the Service, Artist or the Advertiser.

16. PUBLIC PROMOTION

PenMyPoem.com holds the unrestricted rights to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Customer's poem in any all media now known or hereafter devised, in connection with the website and the promotion and exploitation thereof, with the understanding that all names would be changed to protect the privacy of the Customer, his/her recipient and any other person/private entity named in the poem.

17. LAWS

The T&C shall be governed by and construed in accordance with the laws of the Province of Quebec, excluding its conflict of law provisions.

Customer and PenMyPoem.com agree to submit to the exclusive jurisdiction of the courts of the Province of Quebec.

If any provision(s) of the T&C is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

PenMyPoem.com's failure to exercise or enforce any right or provision of the T&C shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PenMyPoem.com in writing.

Customer and PenMyPoem.com agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The section titles in the T&C are solely used for the convenience of the parties and have no legal or contractual significance.

18. GENERAL PROVISIONS

Privacy:

PenMyPoem.com believes privacy is an important issue. Recognizing this, we have developed the following policy. This policy may be updated, revised and re-posted from time to time. This policy applies to site visitors who comply with the PenMyPoem.com Terms of Service.

We do not share information on specific individuals with marketing companies. We are an anti-SPAM site. We do not enjoy unsolicited emails and therefore will not promote the practice of unsolicited mailings of any kind.

We do collect information, but respect individual privacy.

We do collect certain individual information to facilitate card sends, card pickups, and the personalization of our site.

**Email addresses:**

We do not use the email address contained in an e-poem request for direct marketing purposes nor do we compile email addresses to build mailing lists to sell to or share with marketers. We do use these addresses to facilitate e-poem delivery. Email addresses are also used to help protect a recipient's privacy right to know the identity of an e-poem sender.

IP addresses and information shared with card recipients:

E-poem senders share with recipients certain information beyond their notes (for example: email addresses, IP addresses...). This is necessary to facilitate card delivery and to protect the privacy of card recipients. PenMyPoem.com is not intended as to be used as an anonymous mail service.

Summary demographics:

We do share demographic "site summary information". Such summaries are compiled from individual information but do not include specifics on individuals. This information is gathered via cookies, card sends and surveys, among others. These summaries highlight broad demographic trends on our site (for example: return visitors, operating systems, geographic breakdowns...). This information is used to improve our site and business; it is also used to attract site advertisers and new business opportunities.

Cookies:

Cookies may be set upon user's browsers during site visits, both by PenMyPoem.com and its site Advertisers. Our site uses cookies to track user sessions and to gather site usage statistics.

Contests:

Occasionally, PenMyPoem.com may sponsor contests and/or promotions on the site. Participation in such contests is purely voluntary. In order to enter a contest or promotion, you may be asked to provide personally identifiable information. By entering, you agree to all of its terms and conditions, which will be clearly outlined in the rules. Where a contest or promotion is not sponsored by PenMyPoem.com, the identity of the sponsor will be clearly disclosed in the rules. PenMyPoem.com cannot be responsible for actions or policies of the third-party contest sponsors. Users are encouraged to review the relevant privacy policy of the sponsor before entering.

Surveys:

PenMyPoem.com conducts surveys from time to time. These surveys are used to identify site usage trends and demographics so that we may improve our site to better meet user needs or to attract site advertisers and new business opportunities.

Sites to which we link:

PenMyPoem.com does contain advertising and content links to other sites. We do not police the privacy practices of these linked sites nor are we responsible for the privacy practices or the content of such websites. Individuals visiting these links should be attentive to the policies and practices of these sites and act with discretion.

Ad serving partners:

We often use outside ad companies to display ads on our site. These ads may contain cookies. While we use cookies in other parts of our website, cookies received with banner ads are collected by our ad company, and we do not have access to this information.

Under what conditions is your PenMyPoem.com privacy relinquished?

PenMyPoem.com may release individual information to legal, corporate or internet authorities if there is reasonable suspicion that an individual has not complied with our Terms of Service. Examples of such non-compliance includes the use of our system for harassment, SPAM, profanity, pornographic dissemination or illegal activity.

Changes to this Privacy Policy:

PenMyPoem.com may update this policy at any time for any reason. If there are any significant changes to how we handle personal information we will place a prominent notice on our site.

Questions:

If you have questions or suggestions you can contact us at: info@penmypoe.com.



21. COPYRIGHT

PenMyPoem.com retains the copyright to all of its work and owns all publishing rights. The material may not be reproduced in any shape or form for commercial/profit-making purposes without permission. The Customer may reproduce any material for PERSONAL USE ONLY, but at no time may he/she claim or suggest that it is his/her own work. All work must be accredited to PenMyPoem.com.

22. REFUNDS

Work purchased from PenMyPoem.com may not be refunded. We make every effort to gather as much detail as possible in order to provide the most suitable poem for the occasion. Like all art forms, poetry is subjective. In ordering the poem, the Customer therefore agrees to give creative license to PenMyPoem.com and to accept the work as delivered.