

# CHESSBYLAUREN.COM

## Terms of Service

Last revised April 25, 2017

THESE TERMS OF SERVICE (“THE TERMS”) CONTROL YOUR ACCESS TO AND USE OF THE SERVICES PROVIDED AT WWW.CHESSBYLAUREN.COM (“WE” OR “US”). BY CLICKING THE “I ACCEPT” BUTTON UPON REGISTRATION OF AN ACCOUNT WITH CHESSBYLAUREN.COM (“ACCOUNT”), YOU AGREE TO THESE TERMS.

BY CLICKING ON THE “I ACCEPT” BUTTON AND REGISTERING AN ACCOUNT, YOU REPRESENT THAT YOU ARE AN ADULT AND ARE ACCEPTING THESE TERMS EITHER ON YOUR BEHALF OR ON BEHALF OF YOUR CHILD. IF YOU ARE UNDER 13 YEARS OLD, YOUR PARENT OR LEGAL GUARDIAN MUST COMPLETE THE REGISTRATION PROCESS. If you accept these Terms on behalf of your child, you are responsible for compliance with the Terms and for all activities carried out via the Account. Only one person may use the Account; shared use or transfer of the Account is prohibited. If you are registering the Account on your child’s behalf, you may not also use it yourself other than to provide required consent for access and use of the Account by your child.

Accounts are available to individuals only; entities may not obtain an account under these terms. If you represent an entity which would like to utilize the Service, please contact us at [support@ChessByLauren.com](mailto:support@ChessByLauren.com).

### 1. The Service

**ChessByLauren.com** provides online access to puzzles in the game of chess on a subscription basis (“the Service”). ChessByLauren.com is dedicated to providing a friendly and safe place for chess fans to practice their game skills and develop strategic thinking via the solving of chess puzzles.

To use the Service, you must register an account and pay a periodic [subscription fee](#). You must provide the following information to register an Account: your name and email address. You will be asked to choose a login name and password. Your login name may not infringe another’s intellectual property, such as copyrights and trademarked name, and may not be defamatory, obscene, or harmful to minors. Never share your login credentials with another person. You represent that the information you provide upon registering an Account with ChessByLauren.com is accurate, current and complete (“the Registration Data”). You also agree to maintain and promptly update the Registration Data and accept all risk of unauthorized access to the Registration Data. You agree that you will not create multiple accounts to take advantage of access to free trial chess puzzles more than one time.

You must have an Internet connection in order to access and use the Service. We guarantee support for the following Internet browsers: Safari, Google Chrome, Firefox, Internet Explorer, and Opera. ChessByLauren may introduce updates in the Service from time to time and such updates may operate under changed system requirements. You acknowledge that you are responsible to assure that your device’s operation system meets such requirements. If you have any questions regarding the use of the service, please email us at [support@ChessByLauren.com](mailto:support@ChessByLauren.com).

## **2. Changes to the Terms of Service**

We reserve the right to change or modify these Terms from time to time. Material changes to the Terms will become effective at the time we notify you about them. All other changes or modifications will be effective 5 (five) days following their posting on our website, [www.ChessByLauren.com](http://www.ChessByLauren.com).

## **3. Subscription Options and Payment**

Our Service is provided on a paid subscription basis. You will be prompted to choose a subscription option (“Subscription”). Subscriptions are automatically renewable. Please check our subscription offerings [here](#). All fees are in U.S. dollars.

Upon your choice of a Subscription option and acceptance of these Terms, you authorize us to automatically charge you the applicable Subscription fee plus any applicable taxes required by law via the payment method you provided. You agree that at the expiration of your current Subscription period your Subscription will automatically be renewed for another period of the same length. You also agree that you will be charged automatically on the first day of each Subscription period via the payment method you provided with your initial Subscription payment. You may upgrade the Subscription option you chose at any time under the “My Account” tab on our website. The fee for the new Subscription option will be charged on the first day of the new Subscription period following the expiration of your current Subscription period. Payments returned or otherwise refused by the payment processor will be subject to a \$25 penalty fee. You will also be responsible for all additional fees resulting from returned or disputed payments.

## **4. Free Trial Puzzles**

Upon registration of an Account, you are eligible to access ten chess puzzles of the Service free of charge as a trial. To use the Service following the first ten puzzles, you will have to choose a Subscription type and pay the respective Subscription fee. Note that you are bound by these Terms of Service while utilizing the access to the free trial puzzles to the same extent as during a paid Subscription. There is a limit of one set of ten free trial puzzles per person at all times. If you terminate your Account for any reason before you commence a paid Subscription and later re-register for the Service, you will not be eligible to access trial puzzles free of charge upon the subsequent Account registration. You are not allowed to maintain multiple accounts simultaneously. Should we discover that you have attempted or successfully utilized more than one free trial chess puzzles set, we have the right, per our discretion, to either terminate your account or retroactively charge you for a monthly Subscription at the then published rate commencing at the date of your second Account registration.

## **5. Refunds**

Refunds of a pre-paid unused Service period are available on the following [schedule](#) following cancellation or termination of the Service. You will not be eligible for a refund where the Service was terminated due to your violation of these Terms.

## **6. Privacy policy**

The personally identifiable information you provide to ChessByLauren.com and the data we collect in connection with your use of the Service is described to our [Privacy Policy](#). ChessByLauren.com will keep your information secure and will protect your privacy. We do not share your information with third parties. We may, however, disclose Subscriber Data as required by law or in response to a subpoena or other compulsory legal process.

## **7. Ownership**

All content on the ChessByLauren.com website is exclusively owned by ChessByLauren.com. Subject to these Terms, ChessByLauren.com grants you a limited, non-exclusive, non-transferable, and revocable right to access and use the Service for the duration of your Subscription period. You hereby irrevocably assign, without any restrictions, all rights in comments and communications you send us (“Feedback”) to ChessByLauren.com, and, to the extent such rights may not be assigned, you grant ChessByLauren.com exclusive, unlimited, universal, irrevocable, perpetual, royalty-free, and sub-licensable license to use the Feedback without limitation.

## **8. Your Obligations**

You must use reasonable security precautions in connection with your use of the Service. You agree to cooperate with ChessByLauren.com’s reasonable investigation of service downtime and security problems and with any suspected breach of the Terms. You must comply with the laws with respect to your use of the service, including federal, national, and local laws and regulations in each jurisdiction applicable to you and ChessByLauren.com.

You agree that you are solely responsible for your conduct while using the Service and you agree that you will not engage in any of the following in connection with the Service:

- Use the Service in any manner that could interfere with, disrupt, damage, disable, overburden or impair the functioning of the Service in any manner;
- Use the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates the Terms or any other rules or policies established from time to time by ChessByLauren.com;
- Create an Account if you are not, at least, 13 years of age;
- Copy, adapt, distribute, publicly display without authorization the chess puzzles and any other content on our website or otherwise infringe ChessByLauren.com’s intellectual property rights;
- Modify, adapt, hack or emulate the Service;
- Circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Service, users of the service or third parties; and
- Infringe upon or violate the rights of ChessByLauren.com, its users, or any third party.

## **9. Trademarks**

The ChessByLauren.com logos and slogans contained in the Site are trademarks of ChessByLauren.com and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of ChessByLauren.com or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "ChessByLauren.com" or any other name, trademark or product or service name of ChessByLauren.com without our prior written permission. In addition, the look and feel of the Site and the service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and trade dress of ChessByLauren.com and may not be copied, imitated or used, in whole or in part, without our prior written permission.

## **10. Termination**

You may terminate the Service at any time by cancelling your subscription at the "Cancel Service" page. ChessByLauren.com may terminate the Service at any time with or without a cause. If we terminate your Service for no fault of yours, we will refund to you the unused portion of your pre-paid Subscription fee on a *pro rata* basis. ChessByLauren.com may terminate your use of the Service if ChessByLauren.com reasonably believes you have breached any of the terms of the Terms without a right to refund on pre-paid fees.

## **11. Representations and Disclaimers**

CHESSBYLAUREN.COM PROVIDES THE SERVICE "AS IS." CHESSBYLAUREN.COM EXPRESSLY DISCLAIMS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The laws of your state may limit the force of this disclaimer and we encourage you to verify your rights under the law. We do not guarantee that the Service will be continuous or error-free.

## **12. Indemnification**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL CHESSBYLAUREN.COM, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS OR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION, HOSTING OR DELIVERY OF THE SERVICE (EACH A "RELEASED PARTY") BE LIABLE TO YOU ON ANY LEGAL THEORY OR CAUSE OF ACTION FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF DATA OR PROPERTY) ARISING FROM OR RELATED TO THESE TERMS OR THE USE OF THE SERVICE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY OR DAMAGES. WITHOUT LIMITING THE FOREGOING, IN THE EVENT OF ANY LIABILITY INCURRED BY A RELEASED PARTY, THE ENTIRE CUMULATIVE LIABILITY OF ALL RELEASED PARTIES FOR DAMAGES FROM ANY CAUSE WHATSOEVER SHALL NOT EXCEED THE SUBSCRIPTION FEE PAID DURING THE SUBSCRIPTION PERIOD IN WHICH THE CAUSE OF ACTION ACCRUED.

### 13. Miscellaneous

The Terms will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The parties agree that any action at law or in equity arising out of or relating to the terms will be filed only in the state and federal courts located in Santa Clara County, California and the parties hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of the terms.

Except for payments due under the terms, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to natural disasters (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by ChessByLauren.com to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party (each a "Force Majeure Event"). In the event of any such delay the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

If you believe that any material made available via the service infringes upon any copyright which you own or control or that the Service otherwise violates any of your rights, or if you have any other complaint about the Service, you may submit a complaint at [support@ChessByLauren.com](mailto:support@ChessByLauren.com).

Notice to California Residents. Under California Civil Code Section 1789.3, Subscribers who are California residents are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

We will attempt to enforce the conduct rules set forth in the Terms in all cases, but failure to enforce the rules in some instances does not constitute a waiver of our right to enforce them in other instances. These rules do not create a private right of action on the part of any third party.

These Terms of Service represent the entire agreement between you and ChessByLauren.com in connection with the Service. If a provision is held invalid or unenforceable, such provision shall be struck and all other provision shall remain in force.

### Questions?

If you have any questions about the Terms, please contact us at [support@ChessByLauren.com](mailto:support@ChessByLauren.com).

## Refund Policy

Refunds are available on the following schedule following cancellation of the Service.

- monthly subscriptions: fees are non-refundable.
- 3-month and 6-month subscriptions: unused full months of the subscription period are refundable; the used months, including any begun but not fully used monthly period, will be credited against the pre-paid subscription fee at the then published monthly fee and the balance will be refunded to you.
- annual subscriptions:
  - if you cancel the Service in the first 6-month period of your annual subscription, your subscription will be treated as a 6-month subscription and a refund will be processed according to the refund policy for 6-month subscriptions above;
  - if you cancel the Service in the second 6-month period of your annual subscription, your subscription will be treated as two consecutive 6-month subscriptions; the balance will be calculated as follows:
    - $\text{refund} = \text{pre-paid annual fee} - (\text{one 6-month subscription fee} + \text{number of used months, including any begun but not fully used month} \times \text{monthly fee})$

All refund calculations will be made on the basis of the published fees at the time of cancellation of the Service.