

NOCF Website Terms of Use Document

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WEBSITE TERMS of USE for www.NOLACOFFEEFESTIVAL.com

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THIS WEBSITE (THIS "SITE"), YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THIS SITE. THIS SITE IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 18. Click [HERE](#) FOR OUR [PRIVACY POLICY](#).

1. INTELLECTUAL PROPERTY

All information, content, photographs, and materials contained on this website are the copyrighted property of NOLA Coffee Festival, L.L.C. or its subsidiaries and affiliated companies (collectively, "NOCF"), or the copyrighted property of the company's licensors or licensees. All trademarks, service marks, design marks, logos, slogans, trade names, and other source identifiers are the proprietary property of NOCF. The use of any copyrighted materials, trademarks or service marks without NOCF's express written consent is strictly prohibited. You may not use our trademarks or service marks in any manner that is likely to cause confusion or dilute our trademarks. You may not use our trademarks or service marks in any manner that disparages or tarnishes the products offered or services rendered by NOCF, that disparages or discredits NOCF, that harms the company's reputation, or that in any way harms the goodwill in the trademarks, service marks or company.

2. SUBMISSIONS

Please do not send us any unsolicited materials such as ideas, concepts, data, text, files, images, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, program formats, characterizations, and/or other similar materials ("Unsolicited Submissions"). If, despite our request, you intentionally or unintentionally send us Unsolicited Submissions, we shall be entitled to unrestricted use of such Unsolicited Submissions for any purpose whatsoever, commercial or otherwise, including, but not limited to, reproduction, disclosure, transmission, publication, broadcasting, distribution or posting, without the requirement of any permission from or payment to you or to any other person or entity. No Unsolicited Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission.

3. PUBLIC FORUMS AND COMMUNICATION

"Public Forum" means an area, site or feature offered as part of the Site that enables users or visitors to (a) submit, post, display and/or view user-generated content and/or (b) to communicate, share or exchange user-generated content with other users, visitors and members of the general public. You acknowledge that anything you submit to the Site by way of any Public Forum may be routed through our servers, the servers of one or more third parties on our behalf and the Internet, and may be viewed on the Internet by the general public and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that Public Forums and features offered therein are for public and not private communications. We cannot guarantee the security of any information you disclose through any of these media and you make such disclosures at your own risk. We reserve the right to

screen, refuse to post, remove or edit User-Generated Content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any Public Forum.

4. USE RESTRICTIONS

The following is a list of Restrictions applicable to the Site. By using the Site, you agree that: You will not submit, post, upload, distribute, or otherwise make available or transmit any content or material that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; or (e) infringes or violates any right of a third party or any domestic or international law, rule or regulation including, but not limited to: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (iii) any confidentiality obligation. You represent that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to use, and to authorize us to use, distribute or otherwise exploit in all manners permitted by these terms of use, all copyrights, trademarks, patents, trade secrets, privacy and publicity rights (including, without limitation, names, likenesses and voices) and/or other proprietary rights contained in any content that you submit, post, upload, distribute or otherwise make available or transmit. You will not advertise or sell any of our products, services or otherwise (whether or not for profit). You will not submit, post, upload, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Site or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Site; You will not engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; You will not delete any legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify; You will not engage in (or attempt to engage in) any criminal activity. We cannot and do not assure that other users are or will be complying with the foregoing Restrictions or any other provisions of these terms of use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

5. OUR CONTENT REMOVAL RIGHTS

We reserve the right, but disclaim any obligation or responsibility, to (a) remove any user-submitted content at any time and (b) comply with any subpoena, order or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be using the Site in violation of the law. If we deem appropriate in our sole discretion, we reserve the right to preserve a record of any such user-generated content and turn all or a portion thereof over to law enforcement officials.

6. CONTENT LINKED TO THE SITE

You should be aware that when you are on the Site, you could be directed to other sites that are beyond our control. There are links to other sites from pages on the Site that take you outside of our service. For

example, if you click on a promotion, resource or a search result, the click may take you off the Site. You acknowledge that when you click on a link that leaves the Site, the site you will land on is not controlled by us and different terms of use and privacy policy may apply. By clicking on links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links from third-party sites to the Site, although we are under no obligation to do so. We make no representations concerning the content of sites linked to us in any way. Consequently, it is your sole responsibility to comply with the appropriate terms of service and privacy policies of the linked sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such linked sites and any content contained thereon.

7. TITLE AND RISK OF LOSS

PURCHASES - All items purchased from seller are made pursuant to a shipment contract. In a shipment contract, the risk of loss and title passes when the goods are delivered to a common carrier.

RETURNS - Title to returned items remains with the customer until the item arrives at our authorized return center. At our discretion, a refund may be issued without requiring a return. In this situation, title to the refunded item remains with the buyer.

8. DISCLAIMER

THE INFORMATION, CONTENT AND MATERIALS ON THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN INFORMATION, CONTENT AND MATERIALS ON THE SITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH INFORMATION, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO INFORMATION, CONTENT AND MATERIALS CONTAINED ON OUR SITES (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT), ON THIRD PARTY SITES, AND ANY INFORMATION, CONTENT AND MATERIALS YOU PROVIDE TO SUCH THIRD PARTY SITES (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION). WE STRONGLY ENCOURAGE YOU TO MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY ONLINE OR OFFLINE TRANSACTION WITH ANY OF THESE THIRD PARTIES.

9. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, attorneys' fees and other legal fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with (a) your use of the Site, (b)

your breach of these terms of use or claims arising from your account(s), (c) any content you provide, (d) your violation of the rights of another or your conduct in connection with the Site.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PRODUCTS LIABILITY, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE SITE OR CONTENT, MATERIALS OR FUNCTIONS ON THE SITE, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER WE OUR LICENSORS AND LICENSEES, NOR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN THE SITES AND ANY WEB SITE, SERVICE, SOFTWARE OR HARDWARE OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSIONS OR TRANSACTIONS RELATING TO THE SITES IN AN ACCURATE OR TIMELY MANNER. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR THE EXCLUSION, LIMITATION, OR DISCLAIMER LIABILITY FOR THE CERTAIN PROVISIONS SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

11. JURISDICTIONAL AND VENUE ISSUES

You agree that any action at law or in equity arising out of or relating to these terms of use shall be filed, and that venue properly lies, only in state or federal courts located in New Orleans, Louisiana and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that information, content or materials on the NOCF Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including, but not limited to, any applicable local laws.

12. AMENDMENT

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time without notice, and it is your responsibility to review these terms of use for any changes. Your use of the Site following any amendment of these terms of use will signify and constitute your assent to and acceptance of such revised terms of use.

13. TERMINATION

These terms of use are effective until terminated by us. We may terminate your access to the Site without cause and without notice to you in our sole discretion.

14. GENERAL PROVISIONS

These terms of use shall be governed by and construed in accordance with the laws of the State of Louisiana and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision.

15. PRIVACY POLICY

Use of the Site is also governed by our Privacy Policy. For further information about how the Site uses information collected from you, please review our privacy policy below. [Learn more about our cookie policy.](#)

16. EFFECTIVE DATE

These terms of use are effective and were last updated on November 15, 2022.

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