



TERMS & CONDITIONS

INTRODUCTION TO TERMS AND CONDITIONS

These terms and conditions apply between the Client and Rogue Heart Media. Additionally, these terms and conditions apply to the use of and (where applicable) purchase of Rogue Heart Media's Deliverables and Services. Please read these terms and conditions carefully, as they affect your legal rights.

1. Acceptance of Terms

1.1 Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Deliverables or Services. By using the Deliverables or Services and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age. Your access to and use of the Rogue Heart Media Deliverables or Services is subject (unless expressly stated otherwise) exclusively to these terms and conditions. You will not use the Deliverables or Services for any purpose that is unlawful or prohibited by these terms and conditions. By using the Deliverables or Services, you are fully accepting the terms, conditions, and disclaimers contained in these terms and conditions. If you do not agree to be bound by these terms and conditions, you should stop using the Deliverables or Services immediately.

1.2 Rogue Heart Media reserves the right to change these terms and conditions with notice, and Client agrees to be bound by such changes. It is the responsibility of the Client to check their email regularly for updates or changes to the Terms and Conditions.

1.3 If you are entering into these terms and conditions on behalf of your employer or acting as an employee, you warrant that you are authorized to enter into legally binding contracts on behalf of your employer. You further warrant that your employer agrees to be bound by these terms and conditions.

2. Definitions and Interpretations

2.1 Throughout this terms and conditions, the following words will have the following meanings set against them:

"Advertising" such individual media paid advertising Deliverables or Content or campaign of paid advertising that is purchased by the Client from Rogue Heart Media;

"Advertisement" including display, classified, inserts, directories, banners, mini-sites, and any other announcement designed to publicly promote activities including campaigns;

"Channels" such user profiles on social media websites including but not limited to Facebook, Instagram, LinkedIn, Vimeo, YouTube, Twitter, and Mailchimp.

"Client" any individual or company purchasing Deliverables or Services from Rogue Heart Media;



“Content” any text, graphics, data compilations, page layout, underlying code and software, and any other form of information capable of being stored in a computer that is provided to Client or is provided as a Service to Client by Rogue Heart Media;

“Deliverables” any text, graphics, images, audio, video, or any other form of information that is delivered as a tangible or intangible good to the Client by Rogue Heart Media.

“Delivery Date” agreed deadline to supply advertising materials by;

“Event” any live event hosted by Rogue Heart Media;

“Partner” third parties whom have licensed Third Party Content to Rogue Heart Media for use in Client Campaigns;

“Privacy Policy” Rogue Heart Media’s Privacy Policy resides on Rogue Heart Media’s website and can be reviewed there, downloaded as a PDF, or sent to you in PDF form;

“Products” physical copies of content or Deliverables in print form or otherwise including art prints;

“Rogue Heart Media” shall mean Rogue Heart Media, 2916 N. Monroe Street, Spokane, WA, 99021, United States, UBI No. 603396687;

“Services” collectively or individually as appropriate, any product or service provided by Rogue Heart Media including but not limited to any services listed in the Proposal you receive from Rogue Heart Media;

“Start Date” agreed date from which the Project Authorization is executed by both you and Rogue Heart Media;

2.2 In these terms and conditions, unless the context requires a different interpretation:

2.2.1. the singular includes the plural and vice versa;

2.2.2. references to sub-clauses, clauses, schedules, or appendices are to sub-clauses, clauses, schedules, or appendices of these terms and conditions;

2.2.3. a reference to a person includes firms, companies, government entities, trusts, and partnerships;

2.2.4. ‘including’ is understood to mean ‘including without limitation’;

2.2.5. reference to any statutory provision includes any modification or amendment of it;

2.2.6. the headings and sub-headings do not form part of these Terms and Conditions.



3. Intellectual Property and Acceptable Use of Content

3.1 All Content provided to Client from Rogue Heart Media is the property of Rogue Heart Media, our subcontractors, or other relevant third parties unless the Content includes Client content (including but not limited to Client's logos or trademarks). By continuing to use the Deliverables or Services, Client acknowledges that such Content is protected by copyright, trademarks, database rights, and other intellectual property rights. Nothing you receive from Rogue Heart Media shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo, or service mark displayed on the site without the owner's prior written permission;

3.2 License to use Advertising or marketing content, images, or video will be provided to you by Rogue Heart Media. That license will detail your rights to use Rogue Heart Media's Content, Deliverables, and/or Services.

3.3 Notwithstanding any other rights or remedies available to it, Rogue Heart Media shall have the right to terminate any license granted to Client, to terminate any Project (where applicable), or block a Client from the use of any Deliverables or Services in the event of any breach by Client of any of these terms and conditions.

Without prejudice to any rights granted herein, Rogue Heart Media reserves the right to amend, edit or abbreviate, or take down any Content on our Websites, Channels, or any other venue, online or otherwise, at our discretion.

Additionally, Rogue Heart Media reserves the right to request, file an injunction, or any other remedy available to stop a Client from using Deliverables or Services on Client's Websites, Channels, or any other venue in the event of any breach by Client of any of these terms and conditions.

4. Prohibited Use of the Deliverables and Services by Client

4.1 Users are expressly forbidden to transmit, display (including without limitation via an intranet or extranet site), copy, sell, publish, distribute, or provide access to Content for any purposes other than as set out in any Proposal, License, or any other Rogue Heart Media contract signed by Client or to sub-license, rent, lease, transfer, or assign any rights in Content, to any other person, business, or other organization, or to use Content for any unlawful purpose.

4.2 With regard to the use of Deliverables and/or Services provided by Rogue Heart Media to the Client, Client may not use the Website for any of the following purposes:

4.2.1 in any way which causes, or may cause, damage to the Rogue Heart Media or interferes with Rogue Heart Media business;

4.2.2 in any way which is harmful, unlawful, illegal, abusive, harassing, misleading, inaccurate, threatening, or otherwise objectionable or in breach of any applicable law, regulation, or governmental order.



5. Availability of the Website and Disclaimers

5.1 The Deliverables and Services are provided “as is” and on an “as available” basis. Rogue Heart Media gives no warranty that the Deliverables or Services will be free of defects and/or faults. To the maximum extent permitted by the law, Rogue Heart Media provides no warranties (expressed or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality. Rogue Heart Media is under no obligation to update information in the Deliverables or Services after the final Deliverables or Services have been provided to Client.

5.2 While Rogue Heart Media uses reasonable endeavors to ensure that the Deliverables and/or Services are free of errors, Rogue Heart Media gives no warranty or guarantee in that regard and Client takes responsibility for reviewing and verifying information contained within the Deliverables and/or Services.

5.3 Rogue Heart Media accepts no liability for any disruption or non-availability of the Deliverables and/or Services due to any issues or outage from any Internet service or utilities service, including but not limited to Internet providers, utilities providers, or social media Channels.

5.4 Rogue Heart Media reserves the right to alter, suspend, or discontinue any part (or the whole of) the Deliverables and/or Services after delivery. These terms and conditions shall continue to apply to any modified versions of the Deliverables and/or Services unless it is expressly stated otherwise, in writing.

6. Limitation of Liability

6.1 Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

6.2 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

6.3 To the maximum extent permitted by law, Rogue Heart Media accepts no liability for any of the following:

6.3.1 any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill, or commercial opportunities;

6.3.2 loss or corruption of any data, database, or software;

6.3.3 any special, indirect, or consequential loss or damage.



7. Content, Deliverables, and Services

7.1 Except as otherwise expressly agreed to by Rogue Heart Media in writing, information regarding Rogue Heart Media Content, Deliverables, and Services is subject to change without notice.

7.2 Information about Rogue Heart Media Deliverables and Services made available to Clients via any Channel except via executed Proposal, Image, Marketing, or Video License, or these terms and conditions or Privacy Policy, shall not constitute a representation, warranty, or other commitment by Rogue Heart Media with respect to any Deliverable or Service unless otherwise expressly agreed to by Rogue Heart Media in writing.

7.3 Without limiting the generality of the foregoing, Rogue Heart Media hereby disclaims all warranties, expressed or implied, as to the accuracy, suitability for any purpose, or completeness therefore.

8. Third Party Content

8.1 Rogue Heart Media makes occasional use of certain Content that has not been created by Rogue Heart Media including but not limited to graphics, stock music, or stock sound effects (“Third Party Content”).

8.2 Any copying, distribution, reproduction, retransmission, or modification of any of the Third Party Content or any information or materials appearing in such Third Party Content, whether in electronic or hard copy form, is subject to the prior written permission of the author and publisher of such Third Party Content.

8.3 In the event that you have a dispute or issue with the author and/or publisher of Third Party Content, you agree to unconditionally release Rogue Heart Media (and our officers, directors, agents, subsidiaries, and employees) from any and all claims, demands, and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

9. Clients

9.1 In order to become a Client of Rogue Heart Media, Clients are required to sign a Proposal including a Project Authorization. The Client thereafter represents and warrants that the information given to Rogue Heart Media will be truthful, accurate, and complete to the best of the Client’s knowledge. Rogue Heart Media will hold all such information in accordance with the terms of the Rogue Heart Media’s Privacy Policy.

9.2 Should necessary information for a Client change (including but not limited to a Client’s billing information, physical address, email address, or phone number), it is the Client’s responsibility to maintain accurate and up-to-date information.

9.3 On the date that the Project Authorization has been signed by both parties, a Client’s Project is deemed to have commenced.



10. Pricing

Proposals from Rogue Heart Media will, in most cases, include a Sunset Clause in the Project Authorization. If a potential Client has not executed the Proposal by signing the Project Authorization before the Sunset Clause expires, the Prices for any of Rogue Heart Media's Services or Deliverables may be subject to change.

The description and price of any Service purchased hereunder will be confirmed in Rogue Heart Media's Project Authorization that has been executed by both Client and Rogue Heart Media.

11. Payment Policy

Unless specified herein or at point of purchase to the contrary, Rogue Heart Media invoices for any Service or Deliverable are due for payment upon receipt. Rogue Heart Media reserves the right to charge for costs and expenses incurred in recovering late payments, and to charge interest on amounts overdue 60 days or more at the rate of 1.5% to be compounded monthly.

12. General

12.1 Dependence on Rogue Heart Media Services and/or Deliverables: The contents of any of Rogue Heart Media Service and/or Deliverable do not constitute advice and should not be relied on in taking, or refraining from taking, any decision or action. Under no circumstances shall Rogue Heart Media be liable for direct, indirect, or incidental damages resulting from your use of information, commentary, advice, or other content provided by Rogue Heart Media's Services or Deliverables. You agree to indemnify Rogue Heart Media against any actions, claims, proceedings, or liabilities arising from your use of the Services and/or Deliverables.

12.2 Data Protection: Rogue Heart Media may use personal information which Rogue Heart Media holds about Clients and their customers to provide Rogue Heart Media Deliverables and Services to Clients, for credit control and market research purposes. For further details please consult our Privacy Policy.

12.3 Force Majeure: If by reason of labor dispute, strikes, inability to obtain labor or materials, fire, flood, earthquake, or other action of the elements or other acts of God, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation, terrorism or threats of terrorism, civil disorder, disease or medical epidemics or outbreaks, and curtailment of transportation facilities, or other causes beyond the control of a party, such that Rogue Heart Media is unable, or it is inadvisable, or it is commercially impractical, or it is illegal, to perform in whole or in part its obligations set forth in these terms or in an executed Project Authorization, then Rogue Heart Media shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make Rogue Heart Media liable to any other party.

12.4 Clients may not transfer any of their rights under these terms and conditions to any other person or business without express written approval by Rogue Heart Media.



12.5 These terms and conditions may be changed by Rogue Heart Media from time to time. Such revised terms will apply from the date of publication. Clients who have an active project with Rogue Heart Media should check their terms and conditions regularly to ensure familiarity with the then current version. Clients who do not have an active project should check Rogue Heart Media's website for the then current version of these terms and conditions.

12.6 These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

12.7 If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

12.8 Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right, or remedy.

12.9 Governing Law and Jurisdiction

The laws of Washington State shall govern these terms and conditions. In the event a dispute arises between the parties, each party agrees jurisdiction and venue will reside solely in Spokane County, Washington. The parties shall attempt in good faith to resolve any dispute arising out of or relating to these terms and conditions. If a party believes there to be a dispute, the party must provide written notice to the other party.