

Terms of Use

Please read these terms and conditions of Alive Publishing Group's website ("Site"). By using the Site, you agree to comply with all of the terms and conditions set out below, which constitute a legal agreement between you and Alive Publishing Group Inc. (APG) and all of its subsidiaries and affiliated companies (collectively, "APG"). If you do not agree with the terms and conditions, you may not access, visit and/or use the Site.

Restriction on Use

Contents from the Site may not be modified, copied or distributed, republished, uploaded, posted, decompiled, or transmitted in any way, without the prior written consent of APG, except that you may download one copy of any content on one computer for your personal, non-commercial home or archival use only, provided you do not delete or change any copyright, trademark, or other proprietary notices contained therein. The contents on the Site are provided for lawful purposes only. APG shall not be responsible for any third party's use the contents; however, if such use is deemed to be inappropriate, improper, offensive, a misrepresentation or reproduced for the purpose of commercial means, APG may take appropriate legal action and/or take steps to publicly correct the record.

Unless otherwise specified, the Site is intended for your personal, non-commercial use only. You are solely responsible for all usage of, or activities on, the Site by you and by those you authorize or allow use or provide access to, the Site, for example, by authorizing or allowing access to your account/profile or any computer, mobile or other device on which the Site resides or is accessible.

Use of Outside Content

The Site may contain references and links to other sites on the Internet that are not owned or operated by APG (the "Outside Sites"). APG is not responsible for the availability of, or the content located on or through, any Outside Site. Any such references or links are being provided to you only as a convenience and are not meant to imply endorsement of the Outside Sites. Your linking to or accessing any other site, application, destination or service is at your sole risk.

APG permits certain third party links to the home page of its Site, provided that APG is provided with notice of such links and does not thereafter object to such linking. APG reserves the rights to unilaterally revoke any consent that it may at any time have given to any linkage.

Intellectual Property and Proprietary Nature of Site and Content

All Site content, design, text, articles, photographs, graphics, images, logos, buttons, icons, trademarks or trade names, interfaces, audio, and video clips, other brand identifiers, and the selection and arrangements thereof ("Content") are the exclusive property of APG, or its respective content providers, and are protected by applicable copyright laws. All Content posted on this Site, remains the valuable intellectual property of its owner(s), and is made available on the Site solely for your own personal, non-commercial, lawful use.

You may only copy and store Content on your own computer for your personal, non-commercial home use, and you may not copy, forward, modify, translate, license or sublicense, distribute, publish, broadcast, transmit, perform, display, sell or disseminate any Content to another recipient without expressed permission from APG.

Users of this Site shall not transmit/post any information to this Site that infringes the copyright or other intellectual property rights of others.

Security

In order to access certain parts of the Site, you may be issued a unique user name and password. You are solely responsible for protecting your user name and password. We are not liable for any claims, losses, actions, damages, suits or proceedings relating to the sharing of your user name and password with others.

Online Conduct and Termination of Usage

Although we moderate content (including, but not limited to: blog or video comments and social media postings), we generally do not pre-screen content before it is posted, uploaded, transmitted, sent or otherwise made available on or through the Service by users, so you may be exposed to Content that is opinionated, offensive, and/or inappropriate, including content that violates these terms of use.

Any conduct by a person that in APG's sole and absolute discretion restricts or inhibits any other person from using or enjoying the Site, is prohibited. You agree to use the Site only for lawful purposes and in accordance with that prohibition. You agree that you will not post on the Site or transmit any unlawful or otherwise objectionable material of any kind.

If you breach, violate, fail to follow, or act inconsistently with the rules, restrictions, limitations, terms and/or conditions, we may terminate, discontinue, suspend, and/or restrict your account/profile, your ability to access, visit, and/or use the Site or any portion thereof. APG may, without incurring any liability to you, terminate access by you or suspend any access to all or part of the Site, without notice, for any conduct that APG, in its sole and absolute discretion, believes is in violation of any applicable law or this Agreement, or is harmful to the interests of APG or any other party or the Site.

Disclaimer of Warranty and Limitation of Liability

THE INFORMATION, SERVICES, PRODUCTS, SOFTWARE AND ALL OTHER MATERIALS CONTAINED OR OFFERED IN THIS SITE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, APG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PRODUCTS, SOFTWARE AND ALL OTHER MATERIALS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

IN NO EVENT SHALL APG BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL APG, ITS AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR ANY DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF APG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION OR PROCEEDING MAY BE BROUGHT AGAINST APG WITH RESPECT TO ANY CLAIM OR DISPUTE ARISING FROM THE USE OF THIS SITE.

APG makes no guarantee that access to this Site will be uninterrupted, error-free or free from viruses or other harmful code. APG SHALL NOT BE BOUND BY ANY ERRORS OR OMISSIONS CONTAINED IN THIS SITE WITH RESPECT TO ANY SERVICES OFFERED ON THIS SITE. Information herein may be changed, removed or updated at any time without notice and for any reason. ALL MATERIALS AND INFORMATION POSTED TO THIS SITE ARE INTENDED TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to its conflict of laws principles or rules. No matter the country, province, state, or other jurisdiction within which you reside or otherwise assume applicable, you hereby agree that the courts of British Columbia (or the federal courts of Canada, as applicable) located in Vancouver shall have personal jurisdiction over you in all actions relating to or arising out of this Agreement and you hereby waive any defense you may have of personal jurisdiction in any such actions filed in any other court or jurisdiction.

Severability

If any provision of this Agreement is found to be contrary to law, the remainder of that provision (if any) and the remaining provisions of this Agreement will remain in full force and effect.

Entire Agreement

This Agreement shall, as the same may be amended from time to time, constitute the complete and exclusive agreement between APG and you with respect to the subject matter hereof.

The User Agreement and Privacy Policy may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often.

Contact

Please contact us if you have questions with respect to these Terms of Use at support@alivelistens.com.