

Terms of Service

Terms and Conditions

Privacy Policy

Updated on March 15, 2012

bringingthereal.com

Please read this in-depth report of our Terms of Service/Terms and Conditions/Privacy Policy to fully understand the terms that govern your use of this website. BringingTheReal.com also known as Bringing The Real expresses different opinions from individuals - we are not liable for any of the opinions represented.

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1 RULES AND TERMINOLOGY

1.1 If you choose to navigate to and use Bringing The Real (bringingthereal.com) (the “Site”) and applications, any of the features of this site, including but not limited to RSS, API, software and other downloads (collectively, all services provided on this site), you will be agreeing to abide by all of the terms and conditions.

1.2 We, bringingthereal.com also known as Bringing The Real may change, add or remove portions of these Terms of Service at any time, which shall become effective immediately upon posting. It is the user’s responsibility to review these Terms of Service prior to each use of the Site and by continuing to use this Site, you agree to any changes.

1.3 IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY CANCEL YOUR MEMBERSHIP, IF APPLICABLE, BY SENDING E-MAIL TO: cristmartinez80@gmail.com (SEE SECTION 10.1 REGARDING TERMINATION OF SERVICE). YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE OPERATING RULES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.

1.4 We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

1.5 Our services are available to be viewed by the general public at no cost. We do not hold any guarantee if any of bringingthereal.com sites, Bringing The Real or affiliates, succumb to failure by and not limited to external or internal problems.

2. BRINGINGTHEREAL.COM CONTENT

2.1 The contents of the site are available to the general public and broadcasted through the World-Wide Web (www). Services, including the Site, are intended for your personal, noncommercial use. All materials published on the Services (including, but not limited to news articles, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright, and owned or controlled by BRINGINGTHEREAL.com or the party credited as the provider of the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Service. Infringing copyrights is not cool so we do our best to avoid it. If you feel your material is appearing on bringingthereal.com (the site) and it is copyrighted, we will be happy to removed it within 24 hours of your request.

2.2 The Services and Contents are protected by copyright pursuant to U.S. and international copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in Section 2.3 of these Terms of Service), create new works from, distribute, perform, display, or in any way exploit, any of the Content or the Services (including software) in whole or in part.

2.3 You may download or copy the Content and other downloadable items displayed on the Services for personal use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from AVI Design or Bringing The Real (bringingthereal.com), or the copyright holder identified in the copyright notice contained in the Content or alt/title tags.

2.4 The Content within Bringing The Real (bringingthereal.com) is owned or licensed to Bringing The Real (bringingthereal.com). Certain Content is furnished by our affiliates and distributors, which will not be liable for any delays, inaccuracies, errors or omissions in any such Content, or in the transmission or delivery of all or any part thereof, or for any damages arising therefrom. All external content is credited accordingly and with great thanks to the providers.

3. USER GENERATED CONTENT AND MORE

3.1 You shall not upload to, or distribute or otherwise publish on to the Services any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material. Be courteous. You agree that you will not threaten or verbally abuse other Members, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or "spam." Use respectful language. Like any community, the online conversation flourishes only when our Members feel welcome and safe. You agree not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and permanent suspension of access to all or part of the Services. Debate, but don't attack. In a community full of opinions and preferences, people always disagree. We encourage our readers opinions and ideas but we strongly discourage personal attacks and offensive material as they are in direct violation of these Terms of Service and are grounds for immediate and permanent removal from Bringing The Real (bringingthereal.com) and all of our affiliated sites.

3.2 The Services shall be used only in an informative manner. You may not use our services to redistribute, edit, and or promote in a commercial setting. Services are only available to be used in a noncommercial manner. You shall not, without the express approval of AVI Design or Bringingthereal.com, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services.

3.3 You acknowledge that any submissions you make to the Services (i.e., user-generated content including but not limited to: comments, forum messages, reviews, text, shared activities, video, audio and photographs, as well as computer code and applications) (each, a "Submission") may be edited, removed, modified, published, transmitted, and displayed by Bringing The Real (bringingthereal.com) and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made through our social media APIs will also be deleted and or edited if found to be offensive. We want everyone to feel welcomed and informed. We do not want anyone to feel offended and or be psychological tormented or abused electronically by any other user. Let's keep it clean!

3.4 You grant us, Bringing The Real (bringingthereal.com) a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to the Submissions, which includes without limitation the right for Bringing The Real (bringingthereal.com) or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, any Submission posted by you on or to the Services or any other Web site owned by Bringing The Real (bringingthereal.com), its subsidiaries and including any submission posted on or to the Services through a third party.

3.5 You are solely responsible for the content of your Submissions. However, while Bringing The Real (bringingthereal.com) and its subsidiaries does not and cannot review every Submission and is not responsible for the content of these messages, , Bringing The Real (bringingthereal.com) and its subsidiaries reserve the right to delete, move, or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.

3.6 By making a Submission, you are consenting to its display and publication on the Site and in the Services and for related online and offline promotional uses. You, the user, are solely responsible for your actions and content published.

3.7 Bringing The Real (bringingthereal.com) and AVI Design are not responsible or liable for any of the user generated content or malicious intrusions on the site. We reserve the right to shut down our databases and services if threatened by an unknown source in order to protect our content and therefore your (the user's) privacy and well being.

4. ACCESS AND AVAILABILITY OF SERVICES AND LINKS

4.1 The Services contain links to other related World Wide Web Internet sites, resources, and advertisers. Since we are not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of such site.

4.2 Third party content is distributed by the respective website and or source, not limited to electronic, and should be dealt with the respective organization.

4.3 Bringing The Real (bringingthereal.com), is not responsible for any third-party content.

5. REPRESENTATIONS AND WARRANTIES

5.1 You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least thirteen years old. You hereby indemnify, defend and hold harmless Bringing The Real (bringingthereal.com) and all officers, directors, owners, agents, website developers, website development company, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms of Service or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. Bringing The Real (bringingthereal.com), reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

5.2 Bringing The Real (bringingthereal.com) does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Services by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. **THE SERVICES AND ALL DOWNLOADABLE SOFTWARE ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK.**

6. REGISTRATION AND SECURITY

6.1 As part of the registration or account creation process, you will create login credentials by selecting a password and providing an email address. Certain users may have registered with a Member ID through Facebook.com and Twitter.com. The social networking sites mentioned manage their own password and security databases and we are not responsible for any but not limited to, technical problems and security risks imposed on those sites. You also have to give us certain registration information, all of which must be accurate and updated. (a) You may not (i) select or use the login credentials of another person with the intent to impersonate that person; (ii) use login credentials in which another person has rights without such person's authorization; or (iii) use login credentials that we, in our sole discretion, deem offensive. Failure to comply with the foregoing shall constitute a breach of these Terms of Service, which may result in immediate termination of your account. (b) You shall be responsible for maintaining the confidentiality of your password, which you will not have to reveal to any representative or agent of Bringing The Real (bringingthereal.com).

6.2 (a) You shall notify cristmartinez80@gmail.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.

6.3 You must be 13 years or older to subscribe to all parts of the Services. You must be 18 years or older to use content which has been generated for mature audiences only. Any affiliate or third party ads generated and their content are the sole responsibility of that website. We are not liable for any material displayed via an AD to your children.

6.4 You are responsible for all usage or activity on your News Bringing The Real (bringingthereal.com) account, including use of the account by any third party authorized by you to use your login credentials. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies.

7. FEES AND PAYMENTS

7.1. We reserve the right at any time to charge fees for access to portions of the Services or the Services as a whole. However, in no event will you be charged for access to the Services unless we obtain your prior agreement to pay such charges. Thus, if at any time we require a fee for portions of the Services that are now free, we will give you advance notice of such fees. You may cancel your account at any time. All new fees, if any, will be posted prominently on the Site and in other appropriate locations on the Service. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any digital products or services offered for

sale through the Services by us or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Services through your account.

8. COMMUNICATIONS BETWEEN Bringing The Real (bringingthereal.com) AND USERS

8.1 If you indicate on your registration form that you want to receive such information, we, our owners and assigns, will allow certain third party vendors to provide you with information about products and services.

8.2 Bringing The Real (bringingthereal.com) reserves the right to send electronic mail to you for the purpose of informing you of changes or additions to the Service.

8.3 Bringing The Real (bringingthereal.com) reserves the right to disclose information about your usage and demographics, provided that it will not reveal your personal identity in connection with the disclosure of such information. Advertisers and/or Licensees on our Web site may collect and share personal information about you only if you indicate your acceptance. Your Privacy is our upmost priority and we hate spam as much as you do. We will not release any information without your consent.

8.4 Bringing The Real (bringingthereal.com) may contact you via e-mail regarding your participation in user surveys, asking for feedback on current Services or prospective products, services and events. This information will be used to improve the Services and better understand our users, and any information we obtain in such surveys will not be shared with third parties, except in aggregate form.

9. TERMINATION

9.1 You may terminate your account at any time by simply logging off your Facebook and or Twitter accounts. You may also, to assure security, choose to revoke our access to your respective social media accounts by following their respective procedures.

9.2 We reserve the right to terminate, block, and suspend any users and their accounts for any reason, including, without limitation, breach or assignment of these Terms of Service. Termination time may vary however, it can be done at any moment.

10. MISCELLANEOUS

10.1 These Terms of Service have been made in and shall be construed and enforced in accordance with New Jersey law and laws governing the main investment group, Bringing The

Real (bringingthereal.com) under Chris Martinez, located in New Jersey and hence bide New Jersey law. Any action to enforce these Terms of Service shall be brought in the federal or state courts located in New Jersey.

10.2 We appreciate our network of readers, contributors, and affiliates. We do our best to keep everyone happy and we wish you the best in using our site. Please let us know how we can improve your experience at any time.

10.3 Correspondence should be sent to crismartinez80@gmail.com