

# Welcome to The Lili‘u Project!

## About this Agreement

This section includes some further important details about our contract, including what to expect if we need to make changes to these Terms; or which law applies to them, and includes our service commitment to you. It also explains that there are some things we will not be responsible for.

You retain all rights to all content you post on our website. You may continue to use and distribute all content you post on our site in any way you choose. The following Terms and Conditions are designed to generally protect all participants.

## Our Service

The Service allows you to discover, watch and share videos and other content and provides a forum for people to connect, inform, and inspire others across the globe.

*Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement or do not accept any part of it, then you will be unable to use the Service.*

## TERMS AND CONDITIONS OF SERVICE

### Your Use of the Service

#### Content on the Service

The content on the Service includes videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, The Lili‘u Project and/or Poi Dog Pictures LLC or a third party (collectively, "Content").

Content is the responsibility of the person or entity that provides it to the Service. The Lili'u Project and/or Poi Dog Pictures LLC is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the Community Guidelines or the law, you can report it by emailing us through the "Contact" page.

### Your Information

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Service.

We will process any audio or audiovisual content uploaded by you to the Service in accordance with The Lili'u Project and/or Poi Dog Pictures LLC Community Guidelines

### Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use.

The following restrictions apply to your use of the Service. You are not allowed to:

1. Reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify, or otherwise use any part of the Service or any Content except (a) as expressly authorized by the Service; or (b) with prior written permission from The Lili'u Project and/or Poi Dog Pictures LLC and, if applicable, the respective rights holders;
2. Circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. Collect or harvest any information that might identify a person (for example, usernames or faces), unless permitted by that person
4. Use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
5. Use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
6. use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content; or (b) sell advertising, sponsorships, or promotions on any

page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales (for example, selling ads on a webpage where The Lili'u Project and/or Poi Dog Pictures LLC videos are the main draw for users visiting the webpage).

### Reservation

Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others or The Lili'u Project and/or Poi Dog Pictures LLC.

### Businesses

If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity and that such entity accepts this Agreement.

### Develop, Improve and Update the Service

The Lili'u Project and/or Poi Dog Pictures LLC is constantly changing and improving its Service. As part of this continual evolution, we may make modifications or changes (to all or part of the Service) such as adding or removing features and functionalities, offering new digital content or services, or discontinuing old ones. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, make changes to comply with law or prevent illegal activities on or abuse of our systems. These changes may affect all users, some users, or even an individual user.

If we make material changes that negatively impact your use of the Service, we'll provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues

## **Community Guidelines**

Our Community Guidelines define what we do and don't allow on The Lili'u Project and/or Poi Dog Pictures LLC website. They exist so that we can protect the community from things such as harmful content, harassment, and spam. They apply to everyone, and to all types of Content - such as videos, comments, links, and thumbnails.

These infractions include:

- Illegal activities (drug use, criminal activity)
- Spam & deceptive practices (impersonations, external links, scams)
- Sensitive content (child endangerment, nudity/sexual content, vulgar language)
- Violent or dangerous content (harassment, harmful/dangerous content, Violent/graphic content, firearms)
- Misinformation

A member of The Lili'u Project and/or Poi Dog Pictures LLC team will review your Content before featuring it in our "Community Archive" page. If your content infringes on our Community Guidelines, it will be rejected.

## Your Content and Conduct

### Uploading Content

If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service.

We will have The Lili'u Project and/or Poi Dog Pictures LLC team members analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

### Rights you Grant

You retain ownership rights in your Content. However, we do require you to grant certain rights to The Lili'u Project and/or Poi Dog Pictures LLC and other users of the Service, as described below.

### License to The Lili'u Project and/or Poi Dog Pictures LLC

By providing Content to the Service, you grant to The Lili'u Project and/or Poi Dog Pictures LLC a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display, and perform it) in connection with the Service and The Lili'u Project and/or Poi Dog Pictures LLC's (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

### License to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

### Removing Your Content

You may make a request to remove your Content from the Service at any time. To request the removal of your Content please email us via the “Contact” page on the website. A team member will respond to your request shortly after.

### Removal of Content By The Lili’u Project and/or Poi Dog Pictures LLC

If any of your Content (1) is in breach of this Agreement or (2) may cause harm to The Lili’u Project and/or Poi Dog Pictures LLC, our users, or third parties, we reserve the right to reject, remove, or take down some or all of such Content in our discretion.

### Copyright Protection

If you believe your copyright has been infringed on the Service, please send us an email via the “Contact” page of our website.

### Open Source

Some software used in our Service may be offered under an open source license that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so please be sure to read those licenses.

## **Other Legal Terms**

### Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED “AS IS” AND THE LILI’U PROJECT AND/OR POI DOG PICTURES LLC DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON’T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

### Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, THE LILI'U PROJECT AND/OR POI DOG PICTURES LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND TEAM MEMBERS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

- ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
- PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
- ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
- ANY INTERRUPTION OR CESSATION OF THE SERVICE;
- ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
- ANY CONTENT WHETHER SUBMITTED BY A USER OR THE LILI'U PROJECT AND/OR POI DOG PICTURES LLC, INCLUDING YOUR USE OF CONTENT;
- THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.
- THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

### Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by The Lili'u Project and/or Poi Dog Pictures LLC. The Lili'u Project and/or Poi Dog Pictures LLC has little control over Third-party links and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

## **About this Agreement**

### Changing this Agreement

We may change this Agreement, for example, (1) to reflect changes to our Service or how we do business - for example, when we add new products or features or remove old ones, (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

Effective as of JULY 26, 2022

If we materially change this Agreement, we'll provide you with reasonable advance notice and the opportunity to review the changes, except in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove any Content you uploaded and stop using the Service.

#### Continuation of this Agreement

If your use of the Service ends, the terms of this Agreement will continue to apply to you.

#### Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

#### No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

#### Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

#### Governing Law

All claims arising out of or relating to these terms or the Service will be governed by Hawai'i law, and will be litigated exclusively in the federal or state courts of Honolulu, Hawai'i USA. You and The Lili'u Project and/or Poi Dog Pictures LLC consent to personal jurisdiction in those courts.

#### Limitation on Legal Action

YOU AND THE LILI'U PROJECT AND/OR POI DOG PICTURES LLC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) MONTH AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.