

TERMS AND CONDITIONS OF ACCESS AND USE

RUSSO MEDIA GROUP LLC (“RUSSO MEDIA GROUP”) provides you with access to its Website (the “Website”), subject to the following Terms and Conditions of Access and Use (“Terms of Use”). We may update these Terms of Use at any time, for any reason, and without notice. Unless stated otherwise, changes will be effective when they are posted on our website at www.morelarusso.com or any related or affiliated websites. The Terms of Use are in addition to those policies and procedures that are posted on our website under our Privacy Policy, User Agreement, Website Disclaimer, Cookie Policy, and Affiliate Marketing Disclosure, which are incorporated herein by reference. By using the Website, or by logging on to the Website, activating your password and creating user identification, you agree to be bound by these Terms of Use as well as the policies and procedures posted on our Website, under our User Agreement, Website Privacy Policy and Website Disclaimer. If you do not wish to be bound by these Terms of Use, Privacy Policy, Disclaimer, policies and procedures, you should disconnect from this Website immediately.

The Website is intended for commercial purposes of RUSSO MEDIA GROUP only. Any use of the Website for your commercial purposes is strictly prohibited. All information, content and materials on the Website, including user-generated content, are the property of RUSSO MEDIA GROUP and are protected by copyright and all other applicable laws.

You may need an account to access and use some of the features of the Website. You must have a valid email address and provide accurate and truthful information about yourself. You must be eligible to use the Website and be a resident of a location that permits the access and features of the Website. It is your sole responsibility to ensure that you comply with all applicable laws, and RUSSO MEDIA GROUP cannot and will not be liable for any losses and/or damages arising from your failure to comply with this provision.

Minimum Age for Access

Users of and subscribers to the Website must be at least 18 years old to use and/or access the Website. No person who is under the age of 18 is permitted to use and/or access the Website. You agree not to falsely state or otherwise misrepresent your age to obtain access to the Website. By using the Website, by entering your personal information during the registration process, by creating a username and/or password, and/or by registering for the use and/or access to the Website, you represent and certify that you are 18 years of age or older. RUSSO MEDIA GROUP cannot and will not be liable for any losses and/or damages arising from your failure to comply with this provision.

RUSSO MEDIA GROUP reserves the right to terminate access to the Website at any time and for any reason, or without a reason. RUSSO MEDIA GROUP reserves the right at any time to rearrange, redesign, remodel, modify or discontinue, temporarily or permanently, the Website or any part thereof, as well as all related or affiliated websites, with or without notice. You agree that RUSSO MEDIA GROUP will not be liable to you or to any third party for any modification, suspension or discontinuance of the Website or any related or affiliated websites.

RUSSO MEDIA GROUP has created certain security procedures, including the use of usernames and passwords for accounts to assist you in keeping your information confidential. You agree to provide us with accurate, current and complete information about yourself as required for access to the Website and to maintain and promptly update your information to keep it accurate, current and complete.

You are responsible for maintaining the confidentiality of your username and password, and you are responsible for all activities that occur on the Website under your username and password. You agree to immediately notify RUSSO MEDIA GROUP of any unauthorized use of your username and/or password or other breach of security. RUSSO MEDIA GROUP cannot and will not be liable for any losses and/or damages arising from your failure to comply with these provisions. Except where expressly authorized by law, you represent that you are not using another person's username and password or user identification to access the Website. You agree not to falsely state or otherwise misrepresent your affiliation with a person to obtain access to the Website. You agree not to copy or disseminate, electronically or otherwise, any information found on the Website, all rights to which are specifically reserved.

You agree that RUSSO MEDIA GROUP, in its sole discretion, may terminate your use of/access to the Website for any reason, including, for lack of use or if RUSSO MEDIA GROUP believes that you have violated the Terms and Conditions. If you forget your username and/or password, RUSSO MEDIA GROUP may reset your username and/or password upon your request. You agree that RUSSO MEDIA GROUP will not be liable to you or any third party for any termination of your access to the Website, or any interruptions in access.

You understand that you may access the websites of third parties, including our affiliates, their subsidiaries, sponsors, advertisers, and other entities, through the Website. You understand and agree that the websites of third parties may have their own policies and procedures, including terms of use, to which you will be subject. These websites are maintained by the third parties that RUSSO MEDIA GROUP does not control. RUSSO MEDIA GROUP cannot and will not be liable for any losses and/or damages arising from your use of third-party websites. You expressly understand and agree that RUSSO MEDIA GROUP will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages for any reason resulting from your use of the third-party websites.

The Website may include or provide links to other websites on the Internet including, but not limited to, links to business associates, advertising web pages, affiliates, their subsidiaries, sponsors, advertisers, and other entities. These other websites or web pages may provide opinions, recommendations, or other information, which are not the opinions, recommendations, or information of RUSSO MEDIA GROUP, nor are investigated by RUSSO MEDIA GROUP in any way. RUSSO MEDIA GROUP does not endorse, guarantee or warrant the accuracy of such opinions, recommendations, or other information.

You understand that any person knowingly uses or files an application for the access to and/or use of the Website containing any false information concerning any material fact commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

Dispute Resolution

This provision applies to all users of the Website and people who accepted the terms of this agreement. By using or accessing the Website, you explicitly agree and consent that in the event of any dispute or disagreement between you and RUSSO MEDIA GROUP or any of its directors, officers, agents, or legal representatives, arising out of, relating to or in connection with your use of and/or access to the Website, you shall use your best efforts to resolve any dispute by good-faith negotiation and mutual agreement pursuant to the rules of American Arbitration Association. You agree to meet at a mutually convenient time and place in Bergen County, New Jersey, to attempt to resolve any such dispute through mediation under the auspices of agreed mediation firm by giving RUSSO MEDIA GROUP a written notice of the dispute, emailed to:

RUSSO MEDIA GROUP LLC
contact@morelarusso.com
United States

If mediation fails to yield the resolution of the dispute after 60 days from the start of mediation, you agree to submit the dispute to binding, enforceable and non-appealable arbitration pursuant to the Rules of Commercial Arbitration of American Arbitration Association, in Bergen County, New Jersey, by giving written notice of arbitration to RUSSO MEDIA GROUP within thirty (30) days of the end of mediation. Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties. Unless undue hardship exists, arbitration hearings shall be conducted on consecutive business days, to the greatest extent possible. You agree to evenly split the fees and costs of mediation and/or arbitration with RUSSO MEDIA GROUP. This agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of New Jersey (without regard to principles of conflicts of law). You expressly waive the right to a trial by jury. You consent to the exclusive personal and subject matter jurisdiction of the state courts within the State of New Jersey to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Entire Agreement

This agreement together with the User Agreement and the Privacy Policy constitutes the entire understanding and agreement between you and RUSSO MEDIA GROUP with respect to the subject matter of this agreement. No agreements, understandings, restrictions, representations, or warranties exist between you and RUSSO MEDIA GROUP other than those in this agreement or referred to or provided for in this agreement.

Severability

If any term or provision of this agreement, the User Agreement, Privacy Policy, Website Disclaimer, Cookie Policy, Affiliate Marketing Disclosure, or any other policy associated with the Website (collectively “the Agreement”) is held to be void or unenforceable, that term or provision shall be severed from the Agreement, the balance of the Agreement shall survive, and

the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of the Agreement.