

The RSG Media Customer Portal Terms of Use

Welcome to the RSG Media Customer Portal. By accessing or using any part of the site, You agree that You are subject to and will comply with these Terms of Use, as We may update them from time to time.

These Terms of Use were last updated on April 21, 2015.

1. DEFINITIONS “RSG Media Customer Portal” means the web pages accessible via www.RSGMedia.com, www.RightsLogic.com that are customer resources, whether specifically indicated, or not, including but not limited to RSG Media’s, Answers, Help and Training, Collaboration, Ideas, User Groups, Known Issues, Blogs, New Features, and web pages accessible via rsgmedia.com, or that show the RSG Media logo, the logo or designation of one of Our products, or similar designation. The name(s) of RSG Media’s Customer Community pages may change from time to time.

“We,” “Our” or “Us” means RSG Media.

“You” or “Your” means you as an individual, and any company or organization for whom you are using the RSG Media Customer Portal.

2. YOUR PROFILE AND ACCOUNT

You agree that all information You submit to the RSG Media Customer Portal pages, including to profile pages, is accurate and that You will keep it current. If We have grounds to suspect that Your information is untrue, inaccurate or incomplete, We have the right to suspend or terminate Your use of the RSG Media Customer Portal, including Your RSG Media Customer Portal account. It is Your responsibility to maintain the confidentiality of any password associated with Your use of the RSG Media Customer Portal, and You are responsible for any activities in Your RSG Media Customer Portal accounts. You agree that We may send You information and notices regarding the RSG Media Customer Portal and Your RSG Media Customer Portal accounts by email, text messaging or other means based on the information You provide to Us.

3. YOUR RESPONSIBILITIES

You are responsible for all of Your activities in the RSG Media Customer Portal. You shall treat other RSG Media Customer Portal users with courtesy and respect. You shall not:

- Impersonate any other person;
- Falsely say or imply that You are associated with another person or entity;
- Submit content in exchange for payment or other consideration from another person or entity;
- Collect information about other RSG Media Customer Portal users without their consent; or
- Submit or link to any content (including any name or User ID You use in the RSG Media Customer Portal) that:
 - Infringes or violates the intellectual property or other rights of any person or entity;
 - Intentionally interferes with the operation of the RSG Media Customer Portal;
 - Violates anyone’s privacy or publicity rights;
 - Breaches any duty of confidentiality that You owe to anyone;
 - Provides any non-public information about Us or any other company or person without authorization (including the names and contact information for Our employees or RSG Media Customer Portal users);

- Is, in Our sole discretion vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable; or that We reject for any other reason in Our sole discretion;
- Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
- Contains false or deceptive language, unsubstantiated or comparative claims regarding Our or others’ products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

Please remember that You may be providing content for an international audience. Things that do not seem abusive, obscene, or offensive to You might seem so to others. We reserve the right, in Our sole discretion and without cause at any time, and without notice to You, to remove, or refuse to post any content submitted or posted by You to the RSG Media Customer Portal.

- You agree to the use of www.rsgmedia.com Customer Portal Forums for only lawful purposes that serve to act as a professional resource.
- You may use the feedback link on our site to send Us comments or ask questions regarding content posted or administration of the discussion forum. However, We reserve the right to make final decisions on all content posted.

4. IDEAS

The RSG Media Community is an online forum for posting ideas, comments, feature requests, and suggestions for Our products and services.

4.1. Posting of Feature Requests

You are encouraged to submit feature requests to Us by posting in the areas we designate for such activities. We reserve the right, in Our sole discretion and without cause at any time, to refuse to post, or to suspend or remove, any feature proposal.

To the extent Your employer or another organization with which You are affiliated owns or has rights in the feature request You are submitting, You represent that You are authorized by that employer or organization to submit Your feature request. In consideration for Our permitting You to post Your feature request (regardless of whether the feature request is adopted), You agree to the following:

- You represent and warrant that You own or otherwise possess all intellectual property and other rights necessary to allow You to post Your feature request on, and distribute it through, the RSG Media Customer Portal Pages and to permit others to install and use Your feature request.
- You acknowledge that, to the best of Your knowledge and belief, Your submissions of feature requests on the RSG Media Customer Portal Pages do not make You a contributing inventor to any inventions that may arise during development by Us of any products, services or applications implementing Your feature requests. Your preceding acknowledgement notwithstanding, in the event that You are determined to be a contributing inventor to an invention based upon Your postings on the RSG Media Customer Portal Pages, by Us in Our discretion or by any court or government agency competent to make such a determination, You promise to:
 - (a) cooperate with Us in procuring patents to protect the invention;

(b) execute all necessary paperwork required to procure patents to the invention on Our behalf; and

(c) at Our request execute any assignments assigning ownership of any patents or patent applications to the invention to Us.

- You acknowledge that We may, in Our sole discretion, elect to develop and market products, services or applications that incorporate feature requests that You submit on the RSG Media Customer Portal Pages, and You agree not to make any claims against Us or anyone using a product or service marketed by Us related to the development and offering of such products, services or applications whether Your feature requests are adopted, not adopted or adopted but modified in any product, service or application.
- You waive any intellectual property or other claims You may have now or in the future against Us or anyone using a product or service marketed by Us relating to the operation of the RSG Media Customer Portal Pages, the hosting by Us of other parties' feature requests on the RSG Media Customer Portal Pages, and the hosting by Us of user reviews.
- To the extent You possess now or in the future any copyright, patent or other intellectual property rights that may be infringed by the operation of the RSG Media Customer Portal Pages itself (excluding the content of individual feature requests), You hereby grant to Us a nonexclusive, worldwide, irrevocable, perpetual, transferable (only to a successor of Ours by way of merger, acquisition or corporate reorganization), fully paid-up, royalty-free sublicensable license to all such rights with respect to the operation of the RSG Media Customer Portal Pages as it may be modified from time to time.
- You acknowledge that anything posted on the RSG Media Customer Portal Pages by any person, regardless of that person's affiliation or non-affiliation with Us, reflects only the opinions of the person making the post. In particular, You acknowledge that nothing posted on the RSG Media Customer Portal Pages gives rise in any way to a promise or undertaking by Us to adopt, or refrain from adopting, any feature request or course of action regarding any feature request and that any reliance upon such postings is solely at Your own risk. Any unreleased services or features discussed on the RSG Media Customer Portal Pages or on other RSG Media websites are not currently available and may not be delivered on time or at all. If You purchase Our services, You should make the purchase decisions based upon features that are currently available. We reserve the right to change Our product and service plans at any time without notice, in Our sole discretion.

4.2. Feature Request Status

If You post a feature request on the RSG Media Customer Portal Pages, We may, in Our sole discretion, comment on the feature request by appending a status to the request. The status allows Us to communicate with the RSG Media Customer Portal Pages community regarding implementation of feature requests. Posting a status to a feature request does not cause Us to undertake any obligation, such as, for example, to develop, implement, release, use, or not use a feature request.

4.3. Using Information

It is your responsibility to exercise your judgment in evaluating or utilizing any information shared within the discussion forum. We encourage you to confirm the information shared in the discussion forum with your RSG Media Account Manager before undertaking any action on it.

5. TRADEMARKS

The logos of RSG Media, including the RSG Media logo, the RightsLogic logo, the Advant logo, and any other logos or marks of RSG Media's products, services, or intellectual property used on the RSG Media Customer Portal are owned by Us and may not be used in any manner without Our express prior written consent.

6. NO WARRANTY

THE RSG MEDIA CUSTOMER PORTAL IS PROVIDED "AS-IS," EXCLUSIVE OF ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTENT POSTED BY ANYONE OTHER THAN US ON THE RSG MEDIA CUSTOMER PORTAL IS THE SOLE RESPONSIBILITY OF THE ORIGINATOR OF THAT CONTENT. WE ARE NOT RESPONSIBLE FOR ANY CONTENT POSTED BY YOU OR ANY THIRD PARTY, WHETHER OR NOT WE REVIEWED OR MODERATED SUCH CONTENT. CONTENT POSTED BY US ON THE RSG MEDIA CUSTOMER PORTAL PAGES ARE NOT PART OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH AFOREMENTIONED CONTENT IS PROVIDED "AS-IS", AND WE DO NOT MAKE ANY REPRESENTATION AS TO ITS QUALITY OR ACCURACY, AND WE SPECIFICALLY DISCLAIM THE ACCURACY, COMPLETENESS, RELIABILITY, USEFULNESS, NONINFRINGEMENT, QUALITY OR ORIGINALITY OF SUCH CONTENT. WE DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT OR MATERIAL ON THE RSG MEDIA CUSTOMER PORTAL REGARDLESS OF WHO ORIGINATED THAT CONTENT (INCLUDING OUR EMPLOYEES, PARTNERS, AFFILIATES OR MODERATORS).

WE ASSUME NO RESPONSIBILITY FOR ANY WEBSITES OR RESOURCES THAT ARE LINKED TO OUR SITE OR THAT YOU BROWSE AS A RESULT OF A REFERRAL YOU GAINED THROUGH A LINK POSTED ON THE DISCUSSION FORUM.

7. NO DAMAGES

YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING UPON CONTENT ON THE RSG MEDIA CUSTOMER PORTAL, INCLUDING FEATURE REQUESTS AND CONTENT ON THE RSG MEDIA CUSTOMER PORTAL PAGES. IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. INDEMNITY

You agree to indemnify and hold Us and Our subsidiaries, affiliates, officers, agents, and employees harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from:

- (i) Your breach of these Terms of Use or
- (ii) any claim made by any third party arising out of content You submit to or post on the RSG Media Customer Portal, including, but not limited to, Your violation of these Terms of Use, Your violation of any rights of a third party, feature requests posted on the RSG Media Customer Portal Pages, or Your use of the RSG Media Customer Portal Pages.

9. PROPRIETARY RIGHTS AND PRIVACY

You grant to Us a perpetual, worldwide, fully paid up right and license to use, copy, modify, publish, republish, distribute and create derivative works based on, in any form, any content or material You contribute to the RSG Media Customer Portal. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to all intellectual property rights subsisting in the RSG Media Customer Portal, including but not limited to its user interface, branding, and underlying technology. No rights are granted to You hereunder other than as expressly set forth herein.

10. REMOVAL OF MATERIAL UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT

If We receive a notice alleging that material or content You posted on the RSG Media Customer Portal infringes another party's copyright, We may remove that material in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act).

11. ENFORCEMENT

We generally do not pre-screen, verify, edit, monitor or moderate the content posted by users on the RSG Media Customer Portal but may do so from time to time in Our sole discretion, including in private groups. We and Our agents reserve the right to investigate any violation of these Terms of Use and to take appropriate remedial action. Any violation of these Terms of Use may result in the suspension or termination of Your ability to use or participate on the RSG Media Customer Portal and its associated pages. We reserve the right to enforce these Terms of Use in our sole discretion, including, but not limited to, warning users of violations, disabling or suspending privileges and/or access, deleting, screening or editing any content, or prohibiting any behavior that does not comply with these Terms of Use, or which we otherwise deem inappropriate, harmful, objectionable or inaccurate.

Deliberate attempts by You or someone on Your behalf to evade or circumvent the suspension or termination of Your rights to use or participate on the RSG Media Customer Portal violates these Terms of Use, constitutes an unlawful trespass to Our equipment and systems, and may result in legal action. We may release information concerning Your use of the RSG Media Customer Portal (including posted content, registration information, and network records) when We believe release is appropriate to comply with the law (e.g., pursuant to a subpoena, warrant or court order); to enforce or apply these Terms of Use; to protect Our rights or property; to protect against fraudulent, abusive or unlawful use or participation on the RSG Media Customer Portal; or if We reasonably believe that a situation involving imminent danger of death or serious bodily injury to any person requires disclosure.

To report violations of these Terms of Use, please email legal@rsgmedia.com with appropriate details, including Your contact information.

12. SEVERABILITY

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these Terms of Use will remain in effect.

13. MISCELLANEOUS

These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between You and Us. You may not assign Your rights or obligations under these Terms of Use, whether by operation of law or otherwise, without Our prior written consent.

These Terms of Use shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in New York, NY to adjudicate any dispute arising out of or relating to this Agreement.

Except as expressly stated in these Terms of Use, these Terms of Use constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. No modification, amendment, or waiver of any provision of these Terms of Use shall be effective unless it is by an update to these Terms of Use that we make available on this website, or is in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.