

DrGhoul.com Terms of Use

DrGhoul.com, managed by Wayne Southerland, ("DrGhoul.com" or "we") runs the official DrGhoul.com Store. These terms of use set forth the terms and conditions that govern your use of all aspects of www.DrGhoul.com and other related websites owned, controlled and/or operated by DrGhoul.com and its affiliated entities (the "Sites"). The terms of use and privacy policy extends to all of the Sites.

By accessing, visiting, browsing, using, or attempting to interact with any part of the Sites, or other services, websites or any of our licensees' services or software (collectively "services"), you agree that you have read, understand, and agree to be bound by these terms of service. If you do not agree to be legally bound by all of the following terms, then please do not access and/or use DrGhoul.com forum and website. We may change these at any time, with or without notice to you, to make changes to these terms of service is our sole discretion, and we'll do our utmost in informing you, though it would be prudent to review this regularly yourself as your continued usage of the Sites after changes mean you agree to be legally bound by these terms as they are updated and/or amended. You must be 13 years of age or older to use the Sites. Continued use of any part of the sites constitutes your acceptance of such changes.

DrGhoul.com and its affiliates have relationships with third parties who provide services to us, and such third parties may establish, from time to time, terms of service and privacy policies that may be different from ours. We endeavor to make sure our partners treat your information in the same way we do but cannot guarantee this level of protection. When you leave sites controlled by DrGhoul.com, including without limitation our partners at [Instagram.com](https://www.instagram.com), [Wix.com](https://www.wix.com) and [YouTube.com](https://www.youtube.com), your activities will be subject to the policies and procedures established by the applicable partner or other third party.

USER AGREEMENT

By using the sites, you represent and warrant:

- That the content you post or data you provide is accurate.
- That the use of the content or data you supply does not violate the rights of any third party, including, without limitations, copyrights, trademarks, rights of privacy and publicity, it is not defamatory and will not cause injury to any person or entity.
- That you will indemnify us and/or our affiliates for all claims resulting from content or data you supply.

We have the right to monitor and edit or remove any content, but we take no responsibility and assume no liability for any content posted by you or any third party.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Sites and services, you will not use the Sites and services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Sites and services in any manner that could damage, disable, overburden, or impair any Sites or services (or the network(s) connected to any Sites or services) or interfere with any other party's use and enjoyment of any Sites and services. You may not attempt to gain unauthorized access to any Site or service, other accounts, computer systems or networks connected to any Site or services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites and services.

DrGhoul.com reserves the right to terminate your account or use of the website for any reason, including without limitation, if you infringe upon the copyright, trademark, patent or other intellectual property rights of others. We reserve the right to refuse service to anyone, for any reason. We reserve the right to cancel orders and issue refunds.

You agree to respect the rights of others and exercise good judgment. Without limitation, you agree not to:

- Engage in unsolicited or unauthorized advertising or any other form of solicitation, including, without limitation, "pyramid schemes" or the distribution of promotional materials, "junk mail," "spam," or "chain letters."
- Impersonate any person or entity or misrepresent your affiliation with a person or entity.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site.
- Make available, introduce into or direct to the Site any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
- Violate any applicable local, state, national or international law, rules or regulations, including, without limitation, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange.
- "Stalk" or otherwise harass another person.
- "Deep link" to any portion of the Site.
- Collect or store personal data about other users.
- Use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorized purpose without our prior express written permission.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Display any of the Site in a frame (or any of our content via in-line links).
- Engage in any activity that interferes with any third party's ability to use or enjoy the Site.

- Assist any third party in engaging in any activity prohibited by these Terms.
- Solicit personal information from, harm or attempt to harm minors, in any way.

You will be considered in violation if you (or others using your account) do any of the following: Post, transmit, promote, or distribute content that is illegal. You shall not disrupt the flow of discussions threads with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, etc. User may not impersonate another Dr. Ghoul and Friends member (including celebrities), attempt to get a password, etc.

USE OF MATERIAL SUPPLIED BY YOU

We allow Members to make contributions to the Site ("User Content") through chat rooms, bulletin board services, member profiles, comments, and other means. Please understand that if you upload or post content to www.DrGhoul.com you are granting us an implied license to publish it in full or in part anywhere on the website. For our part, we respect your ownership rights and will only use your content on www.DrGhoul.com or affiliated social media sites, and we will never sell, license, or give it to any third party. We appreciate your contributions to the site.

You agree not to submit or post any User Content that:

- Infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, rights of privacy and publicity.
- Is libelous, defamatory, or slanderous.
- Condone, promotes, contains, or links to warez, cracks, hacks or similar utilities or programs.
- Is pornographic or sexually explicit.
- Does or may denigrate or offend any ethnic, racial, gender, religious or other protected group, through use of language, images, stereotypical depiction or otherwise.
- Is designed to or does harass, threaten, defame, or abuse others.
- Exploits minors in a sexual or violent manner.
- Promotes, condones, or encourages illegal activity.
- Is generally offensive or in bad taste.
- Are repetitive posts in forums or comment sections.
- Would be considered advertising.
- Solicitations for money, charity, or other artists' products.

You agree that all of your User Content, whether publicly posted or privately transmitted, is your sole responsibility. User Content does not necessarily reflect our views or opinions. We shall not be liable to you or any third party in any way for any User Content, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Site.

We generally do not pre-screen, pre-edit or otherwise control User Content and, as such, do not guarantee the accuracy, integrity or quality of User Content. By using the Site, you agree to assume this risk. We reserve the right, but have no obligation, to monitor interactions between you and other users of the Site or take any other action in good faith to restrict access to or the availability of any material that we or another user may consider to be obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable.

After being banned, you may not return under another username or re-register with a different email address.

DRGHOUL.COM MEMBERSHIP POLICY

- Only one (1) membership per person is permitted. If we find that a member has joined more than once, we reserve the right to cancel all memberships.
- Members are responsible for updating their contact information and mailing address in their DrGhoul.com member profile and address list.
- DrGhoul.com reserves the right to terminate forum posting privileges to any members not following the Forum Rules and Posting Guidelines.
- DrGhoul.com reserves the right to refuse service to any members breaking rules or abusing their membership privileges.
- Memberships that are inactive for a consecutive period of two years or more will be cancelled.
- You must be at least 18 years of age to become a member. We do not allow children under the age of 13 to become members at all. If you are between the ages of 13 and 18, you may become a member with the consent of your parent or legal guardian. By becoming a member, you represent and warrant: (i) that you are at least 18 years of age or (ii) that, as parent or guardian, you agree to these terms and our privacy policy and authorize your child who is between the age of 13 and 18 to use this site, subject to your responsibility for their conduct.

CONTESTS

- You must be a current Dr Ghoul and Friends member and aged 18 or older to participate in DrGhoul.com contests, sweepstakes, and other promotional activities. If you enter a DrGhoul.com contest, your information is subject to being viewed by the public and included online and in DrGhoul.com materials and will in any event be subject to the particular rules of the applicable contest. DrGhoul.com reserves the right to include your name & winning entry in DrGhoul.com promotional materials and channels including www.DrGhoul.com.
- Entries will be considered property of DrGhoul.com and will not be returned.

DRGHOUL.COM STORE POLICY

- All items in DrGhoul.com Store are listed in US Dollars. International transaction fees may apply.
- Items purchased at DrGhoul.com Store are not intended for resale. We reserve the right to limit the quantities of purchased merchandise items at any time.
- Items purchased at DrGhoul.com Store are not intended for illegal use. We are not responsible for the misuse or unsafe use of items purchased at DrGhoul.com Store.
- At any time, DrGhoul.com Store may feature items at a reduced price. If you ordered that item previously or after the time the item was featured on sale, you will not be given that sale price. The sale or reduced price is only honored when the item is ordered within the time it is featured on sale or the price appears reduced in the store.
- We reserve the right to refuse service to anyone, for any reason. We reserve the right to cancel orders and issue refunds.

CUSTOMS, DUTIES, AND TAXES

Orders placed in the store that are shipped to countries outside of the U.S. may be subject to import taxes, customs duties and fees levied by the destination country ("Import Fees"). The recipient of an international shipment may be subject to such Import Fees, which are levied once a shipment reaches your country. Additional charges for customs clearance must be borne by the recipient; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country; you should contact your local customs office for further information. When customs clearance procedures are required, it can cause delays beyond our original delivery estimates.

RETURN POLICY

DrGhoul.com will accept any unwashed/unworn merchandise items for return or exchange within 30 days of purchase (within 90 days of purchase for shipments outside of the United States). DrGhoul.com will not accept for return or exchange any packaged non-wearables including CDs, DVDs, or videos once opened.

There are no refunds, returns or exchanges for digital downloads, all sales are final.

All returns and exchanges must first be approved by DrGhoul.com. Please contact us with additional details before returning any item(s) so we can inform you of your returns/exchange options.

POSTERS & LIMITED-EDITION ITEMS:

- Posters are sold as-is. No refunds. No returns.
- Limited Edition items will either be exchanged or refunded at the sole discretion of DrGhoul.com.

RETURNS/REFUNDS

- Shipping and Handling charges are non-refundable except in the case of a manufacturer's defect. All refunds will be credited to the original payment source.
- Return postage: Postage for returns/exchanges is paid by you. If you are returning damaged or defective merchandise, we will pay the cost of return shipping. Please contact us with any questions.
- Returns lost in the mail: We cannot issue refunds for merchandise not received by our returns department. We recommend that you use a traceable ship method to ensure successful delivery.

Send returns/exchanges to:

DrGhoul.com
473 Kelly Ave A
Half Moon Bay, Ca 94019
USA

Be sure to include a note with your order. Please contact us with any questions you have.

FAN CLUB MEMBERSHIP

Sometimes membership is a requirement to purchase products. If we determine that an individual has joined (or attempted to join) more than once, or if we receive multiple membership applications from a single and/or cluster of e-mail addresses verified to single user, we reserve the right to cancel all applicable memberships, and the rights and benefits afforded thereby, and may invalidate any products purchased under the applicable membership(s).

GENERAL PRACTICE & LIMITS

You also acknowledge that DrGhoul.com may establish general practices and limits concerning use of the Site, including without limitation, limiting the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Site, the maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may

be sent from or received by an account on the Site, the maximum disk space that will be allotted on www.DrGhoul.com servers on your behalf, the maximum length of time that an IP address will be assigned for your use, the maximum throughput of traffic from the Internet or associated service (e.g., Usenet, email, web hosting), and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. You agree that DrGhoul.com has no responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of data communications over the Site, or for other content maintained or transmitted by the Site. You acknowledge that DrGhoul.com reserves the right to log off accounts that are, or disconnect a session that is, inactive for an extended period of time. You further acknowledge that DrGhoul.com reserves the right to change these general practices and limits at any time without advanced notice.

COMMERCIAL USE

You agree not to use the Site for any commercial purpose, such as conducting sales of merchandise or services of any kind. Without limiting the foregoing, you may not resell or link to other sites for the purpose of selling merchandise of any kind.

CPU USAGE

You agree that you shall not use excessive amounts of CPU processing on any of our servers. Any violation of this policy may result in corrective action by us, in our sole discretion, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement. In the event that we elect to take any corrective action, you shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

PROPRIETARY RIGHTS

You agree that all content and materials available on the Site are protected by rights of publicity, copyright, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Unless expressly authorized by us, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials or content available on the Site.

Notwithstanding the above, you may use the content and materials on the Site in the course of your normal, personal, non-commercial use of the Site.

If you would like to use any material found on this Site or affiliated social media sites, please contact Wayne E. Southerland directly for written permission and details

regarding the usage. You can contact the Wayne E. Southerland directly at: waynezini@got.net.

INTELLECTUAL PROPERTY RIGHTS POLICY

We respect the intellectual property rights of others and DrGhoul.com is committed to protecting copyrights and expects users of the Service to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on or through the Service infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Service; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see www.copyright.gov for details. DMCA notices and counter-notices regarding the Service should be sent to:

ATTN:
Wayne E. Southerland
473 Kelly Ave A
Half Moon Bay, Ca 94019
Phone: 650-678-1020

We will, in our sole and absolute discretion, terminate the account or use privileges of any user who repeatedly violates the rights of others.

MODIFICATION, SUSPENSION AND TERMINATION

We reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site or DrGhoul.com with or without prior notice. You

agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance.

DrGhoul.com expressly reserves the right to immediately modify, suspend or terminate your account and refuse current or future use of any www.DrGhoul.com service, including DrGhoul.com in the following situations: (a) if DrGhoul.com in its sole discretion believes you have violated or tried to violate the rights of others; or (b) if we become aware of information indicating a safety concern for you, other www.DrGhoul.com users, or the general public, or (c) if DrGhoul.com in its sole discretion, believes that you have acted inconsistently with the spirit or letter of the Terms of Use or these Additional Terms, www.DrGhoul.com and their benefits are offered at the discretion of DrGhoul.com and DrGhoul.com has the right to modify or discontinue, temporarily or permanently, the www.DrGhoul.com service, in whole or in part for any reason, at its sole discretion, with or without notice to you. You agree that DrGhoul.com will not be liable to you or any third party for any modifications or discontinuance of the www.DrGhoul.com service.

We, in our sole and absolute discretion, may terminate your access to the Site or your account for any reason, including, without limitation, your breach of these Terms, with or without notice to you and without liability to you or any third party. Upon such termination, we: (i) may immediately deactivate or delete your account and all related information and files in such accounts and/or bar any further access to such account or files, without liability to you or any third party for doing so or (ii) will not refund your membership or any other fees you have paid to DrGhoul.com.

WARRANTY

Your use of the site is at your sole risk. The site is provided on an "as is" and "as available" basis. The "membership" expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

DrGhoul.com makes no warranty that (i) the site will meet your requirements, (ii) the site will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the site will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the site will meet your expectations, or that (v) any errors in any data or software will be corrected.

All messages posted to the website are solely the opinion and responsibility of the poster, and not DrGhoul.com. DrGhoul.com has the right and ability to log into any users account for the purpose of troubleshooting, investigating complaints, or any other purpose for the daily operation of the website. This website and the servers and other equipment used to host and maintain it are private property. These Terms of Use have been instituted both to protect the integrity of this property, and to create and maintain a respectful environment conducive to the enjoyment of www.DrGhoul.com fans.

Therefore, in the event of a violation of these Terms of Use, we reserve the right to fully investigate such violation(s) and take all such actions as we deem prudent or necessary based upon our evaluation of the violation(s). Without limiting the foregoing, we reserve the right to contact law enforcement, track the IP address from which any violation is made, contact the owner of such IP address in order to identify any violator, prevent any violator from further access to this site, and to take any or all such actions (including legal action) as we deem appropriate to the circumstances, including instituting an eternal curse. If you disagree or cannot comply with these Terms of Use, please do not use the site. All reports of suspicious actions should be e-mailed to www.DrGhoul.com directly, to avoid accidental harm to innocent parties.

You expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the site; (ii) the cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the site; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the site; or (v) any other matter relating to the site.

LINKS AND THIRD-PARTY SERVICES

Any third-party links, services, resources or information provided on or made available through the site are not controlled by us. Accordingly, we make no warranties regarding such third-party links, services, resources or information, including without limitation, warranties of fitness for a particular purpose, merchantability or non-infringement and will not be liable for your use of or reliance on such third-party services, resources or information.

FORCE MAJEURE

We will not be liable to you or any third party for failure or delay in performing our obligations hereunder if such failure or delay is due to circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Site.

PRIVACY

We will have the right to collect, share and use your information in accordance with our Privacy Policy, which is incorporated by reference in these Terms. Use includes, but is not limited to, sending email newsletters, updates or content related to DrGhoul.com.

COPPA COMPLIANCE (CHILDREN'S ONLINE PRIVACY PROTECTION ACT)

- DrGhoul.com is committed to protecting the rights of fans and visitors who are under the age of 13.
- DrGhoul.com does not collect personal information from children under the age of 13.
- DrGhoul.com seeks to comply with the Children's Online Privacy Protection Act instituted on April 21, 2000. The entire COPPA documentation can be viewed at their website.

CALIFORNIA CIVIL CODE SECTION 1798.80-1798.84 COMPLIANCE

This applies to California residents only. DrGhoul.com seeks to comply with the California Civil Code Section 1798.80-1798.84.

DrGhoul.com understands the concerns that its members and other users of its web site (the "Site") have about the collection, use, and disclosure of their Personal Information while online. Accordingly, we have established this Privacy Policy to make you aware of the information collection and sharing practices of the Site. This Privacy Policy only applies to transactions made and data gathered on the Site and does not apply to any other web site or offline point of contact between us and you. By visiting the Site, you are accepting the practices described in this Privacy Policy. Please review this Privacy Policy periodically as we may update it from time to time.

YOUR IP ADDRESS

Like most e-commerce websites, each time you visit the Site, we automatically collect your IP address and the web page from which you came. We use this information to administer and optimize the Site for you and to diagnose problems with our Site. We use your IP address to help identify you and to gather broad demographic information about you.

COOKIES

Like most websites, the Site uses cookies to keep track of your purchases and other activity on the Site and enhance your experience on the Site. We also use cookies to

deliver content specific to your interests, to save your password, and if you choose, to save other personal and financial information so you do not have to re-enter it each time you visit the Site. Third party's advertisers on the Site may also place cookies on your browser. If you wish to disable these cookies, the "help" portion of the toolbar on most browsers will tell you how. However, if you set your browser to disable cookies, you may not be able to access certain areas on the Site.

PERSONAL INFORMATION

In some cases, we will collect information from you that can be used to personally identify you, such as your name, address, phone number, email address, purchase history, and credit card number ("Personal Information").

We collect Personal Information when you sign up to receive newsletters, request information regarding an event we sponsor, enter contests, open an account, purchase products, and otherwise as needed to fulfill your requests for information, products, and services. When we collect this information, you will know it because you will need to submit this information to us in order to open your account or receive the information, product, or service you requested. We use your Personal Information for our internal purposes, such as maintaining the Site and fulfilling your requests for products, services, and information. We also use your Personal Information to send you information, offers and other promotional materials from us and selected third parties. We carefully select the information we send to you and attempt to send you offers that are of value to you, such as discounts, exclusive offers or special event information. We provide you with the option of declining to receive offers from us by "opting-out" of receipt of this type of communication. Generally, we will not send you communications on behalf of third parties unless we add our www.DrGhoul.com brand to those communications.

We share your Personal Information with our agents, representatives, contractors and service providers so they can provide us with support services such as authorization of credit card transactions, order fulfillment and sweepstakes and promotional fulfillment. We do not authorize these entities to use your information for any other purpose.

HOW WE PROTECT YOUR INFORMATION

The payment process on www.DrGhoul.com is entirely HTTPS secure using the latest web standards and a 2048-bit SSL certificate. Your credit card details never leave your computer and are transferred to our servers via a secure, single time use token. DrGhoul.com and our partners do not have access to your credit card information at any point in the transaction and that information is not stored on any of our servers.

SECURITY PRECAUTIONS

Whenever we obtain your Personal Information, we use commercially reasonable efforts to protect it from unauthorized access or disclosure. While we will use such efforts, we cannot and will not act as insurers of the security of your Personal Information transmitted over the Internet. Accordingly, we assume no liability for any disclosure of data due to errors in transmission, unauthorized third-party access or other acts of third parties, or acts or omissions beyond our reasonable control. If you are a member of www.DrGhoul.com, you should note that when you complete your "Citizen Profile," this information may be viewed by other members. Accordingly, you should not provide any information in your Citizen Profile that you do not wish to share with third parties, and you should have no privacy expectations with respect to the information contained within it.

WARNING ABOUT ONLINE DISCLOSURE OF INFORMATION

You should be aware that if you voluntarily disclose information online in a publicly accessible area, such as in your member profile, a message board or chat room, that information may be collected and used by others. We do not control the actions of our users. If you disclose Personal Information in your member profile, message board, or any other publicly accessible place on the Internet, you do so at your own risk and should understand that your submitted information may be collected and used by others to send you unsolicited messages, advertisements, or for other purposes. Please remember that protection of your privacy begins with you. You are solely responsible for maintaining the secrecy of any password you use to register, and you should always be careful and responsible whenever disclosing information online.

Contact DrGhoul.com for any questions regarding the use of personal information for marketing purposes.

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