Terms of Use

Welcome to PopcornRemixFundraiser.com. Thank you for visiting. These Terms of Use (these "Terms") constitute a legal agreement between you and the Popcorn Remix Fundraiser ("Popcorn Remix Fundraiser," "us," "our," or "we") in respect of your use of the PopcornRemixFundraiser.com website and the products and services offered therein (collectively, the "Site"), as well as the Popcorn Remix Fundraiser mobile applications and the products and services offered therein, (individually and collectively, the "App,"). We maintain the Site and App (collectively, the "Services") for your personal user-friendly experience, information, education, entertainment, and communication.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. BY ACCESSING THE SERVICES, DOWNLOADING AND INSTALLING THE APP ONTO YOUR DEVICE, OR CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICES, AND YOU MUST PROMPTLY CEASE USING THEM AND UNINSTALL THE APP FROM YOUR DEVICE.

We may immediately terminate these Terms, the Services, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

You must be over 13 years old to use the Services or register for a user Account ("Account"). If you are under 16, you must read these Terms with your parent or legal guardian to make sure you and your parent or legal guardian understands and agrees to these Terms. Your parent or legal guardian must agree to these Terms on your behalf. Unless otherwise permitted by Popcorn Remix Fundraiser in writing, you may possess only one Account.

You agree that you are a United States resident and will use the Popcorn Remix Fundraiser Site for lawful purposes.

By agreeing to these Terms, you expressly agree to the arbitration of all disputes as further described below. Any controversy, allegation, or claim that arises out of or relates to the services, these terms, or any additional terms, whether heretofore or hereafter arising (collectively, a "Dispute"), except for any controversy, allegation, or claim that arises out of or relates to our actual or alleged intellectual property rights (an "Excluded Dispute"), shall be finally resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator or arbitral panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration provisions will remain in force.

1. Your Access to the Services. Internet Access. When using the Services on your mobile, laptop, desktop or other device (your "Device"), you acknowledge and agree that you are responsible for (i) maintaining Internet access for your Device through a Wi-Fi or LTE data communication network and (ii) any Internet connection and telecommunications fees and charges that you incur.

Your Device. Popcorn Remix Fundraiser is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Services, including, but not limited to screen display operation features and up-to-date software of your Device.

No Guarantee. Access to the Services may be suspended temporarily and without notice (a) in the event of system failure, (b) for maintenance or repair, (c) where we reasonably suspect there has been a breach of these Terms, (d) for reasons reasonably beyond our control, or (e) as otherwise explained in these Terms.

Additional App Info. You may only download and install the App though authorized app store providers and/or operators ("App Store Provider"). Your use of the App under these Terms is also subject to any terms, rules or policies of any such App Store Provider from which you have downloaded the App ("App Store Terms"). In the event of any conflict between these Terms and any App Store Terms, the App Store Terms will prevail. You and we acknowledge and agree that, if you have downloaded the App from the Apple AppStore, Apple, and Apple’s subsidiaries, are third-party beneficiaries under these Terms and Apple will have the right to enforce these Terms against you directly.

We and our service providers are responsible for any maintenance and support of the App and you acknowledge that any App Store Provider from which you download the App is not under any obligation to you to carry out any maintenance and/or support for the App itself.

From time-to-time we may issue updates to the App. Depending on the update, you may not be able to use the App until you have downloaded and installed the latest version of the App and accepted any new terms. Some updates may not be available to certain Device models. To use the App, you may be required to obtain certain updates and/or upgrades to your Device. You are responsible for any costs and/or fees associated with any such updates/upgrades.

You may only download and install the App onto a Device that you own, or if you do not own the Device, you must have permission from the owner(s) to do so. You accept responsibility under these Terms for the use of the App, whether or not you own the Device onto which the App is downloaded and installed. You also acknowledge that the owner(s) of the Device onto which the App is installed may be charged by any relevant mobile network operator and/or internet service provider in relation to any data and/or mobile connectivity used by the App.

2. Permitted Use & Restrictions. License Grant. Subject to the terms and conditions of these Terms, Popcorn Remix Fundraiser hereby grants you a limited, non-exclusive, personal, non-transferrable, non-sublicensable, non-assignable license to access and use the Services (including updates and upgrades that replace or supplement them in any respect and which are not distributed with a separate license, and any documentation) solely for your personal use on a Device that you own or control. We reserve all other rights which are not granted in these Terms.

(a) Use Restrictions. You may not access or use the Services in any way that is not expressly permitted by these Terms. You may not: (a) cause, permit or authorize the modification, copy, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Services; (b) sell, assign, rent, lease, or grant rights in the Services, including, without limitation, through sublicense, to any other person or entity; or (c) use the Services for any unlawful, prohibited, abnormal or unusual activity as determined by Popcorn Remix Fundraiser in its sole discretion.

(b) Investigations. We may, but are not obligated to, monitor or review our Services at any time. If we become aware of any possible violations by you of these Terms, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the Services pursuant to Section 17 below.

(c) Violation of these Terms. You must not use (or permit a third-party to use) the Services: (a) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Services or any operating system used by the Services; (b) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users; (c) to collect or harvest any information or data from the Services or our systems or attempt to decipher any transmissions to or from the servers running the Services; (d) via use of a robot, spider, or other automated device to monitor or copy the Services or any information provided by the Services; (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; or (f) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam). You acknowledge and agree that you are solely responsible, and Popcorn Remix Fundraiser has no responsibility or liability to you or any other person or entity for any breach by you of these Terms or for the consequences of any such breach.

3. Payments. If you choose to purchase goods from us, you agree that, with your authorization, we may charge your credit card, or other chosen payment method the amount selected by you, and you understand that, all payments must be in U.S. dollars. We accept the following credit cards at this time: Visa, MasterCard, American Express, Discover, PayPal and Amazon Pay (subject to change as needed at our sole discretion). Popcorn Remix Fundraiser uses authorized third-parties for the purpose of processing your transactions, including fraud prevention, vendor direct shipping, and credit card authorization. By submitting your credit card to us, or bank account information to your lending institution, you grant us the right to store and process your information with such third-parties. You agree that Popcorn Remix Fundraiser will not be responsible for any failures of such third-parties to adequately protect your information. See also Third-Party Sites and Services below.

4. Product Availability. The products displayed on the Services can be ordered and delivered only within the U.S. All prices displayed on the Services are quoted in U.S. Dollars. We cannot guarantee the availability of a particular product at any particular time, and we reserve the right to change and/or cancel our merchandise offerings on the Services, without notice, at any time.

Unless you are an authorized retailer, all products sold by or received from Popcorn Remix Fundraiser are intended to be used for personal purposes only, and you may not sell or resell any products you purchase or otherwise receive from Popcorn Remix Fundraiser. Popcorn Remix Fundraiser reserves the right, with or without notice, to cancel or reduce the quantity of any order to be filled or products to be provided to you that may result in a violation of these Terms, as determined by Popcorn Remix Fundraiser in its sole discretion.

5. Submissions. We welcome feedback from our customers and appreciate your comments regarding our products. However, our long-standing company policy does not permit us to accept or consider ideas, suggestions, proposals, or materials ("Submissions") that we have not specifically requested. We hope you will understand that this policy is intended to help us and our customers avoid future misunderstandings when new products that are developed internally by our employees might be similar or even identical to a customer’s idea.

If, despite our request that you not send us your ideas, you still submit them, then regardless of any conditions you may have attempted to place on your Submission, the following terms shall apply to your Submission: you acknowledge and agree that: (i) such Submissions will be considered non-confidential and non-proprietary; (ii) we have the right (subject to our Privacy Policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose it via the Services or otherwise to third-parties for any purpose, in any way, and in any media worldwide now known or later discovered, including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such Submissions, and the right to transfer or sublicense such rights; (iii) we may have something similar to the Submissions already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

6. User Content. Whenever you make use of a feature that allows you to upload any content such as any text or other content via the Services ("User Content"), or to share any User Content with other users of the Services, you promise that any such User Content: (a) will not be defamatory, obscene, offensive or otherwise objectionable, (b) will not infringe the intellectual property rights (such as copyright) or other rights (such as privacy or confidentiality) of any third-party, (c) will comply with applicable laws (d) will not promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (e) will not be likely to deceive any person, (f) will not be threatening, abusive or cause annoyance, inconvenience or needless anxiety, (g) will not be likely to harass, upset, embarrass, alarm or annoy any other person, (h) will not impersonate any person, or misrepresent your identity or affiliation with any person, (i) will not give the impression that it emanates from us, if this is not the case, and (j) will not advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

The Services may include content provided by third-parties, including materials provided by other users and third-party licensors. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Popcorn Remix Fundraiser, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Popcorn Remix Fundraiser. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third-parties.

7. DMCA Notice. Popcorn Remix Fundraiser complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended).

If you have any complaints or objections to material posted on the Services you may contact our designated agent at the following address:

Email: Info@3815Media.com

Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

* an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
* a description of the copyrighted work or other intellectual property that you claim has been infringed;
* a description of the material that you claim is infringing and where it is located on the Services;
* your address, telephone number, and email address;
* a statement by you that you have a good faith belief that the use of the materials on the Services of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
* a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

8. Privacy. These Terms also incorporate the terms of our privacy policy (as updated from time-to-time), which is available at https://www.PopcornRemixFundraiser.com/privacy-policy and on the download and landing pages of the App (the "Privacy Policy"). Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy (such as how you can adjust your privacy settings). By agreeing to these Terms, you are also agreeing to the Privacy Policy and you consent to (a) the processing of your personal information as explained in the Privacy Policy and (b) the collection of information from your device as explained in the Privacy Policy.

You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access or use the Services.

9. Mobile Messaging Terms & Conditions. By agreeing to these Terms, using the Site, or downloading the App, you also agree to receive communications from us, including via email, text message (to the extent permitted by applicable law), calls, and push notifications. Communications from us may include responses to your inquiries, operational communications concerning your Account, marketing materials, or cart reminders.

If you wish to opt-out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself.

In addition, Popcorn Remix Fundraiser offers a mobile messaging program (the "Program"), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions (for purposes of this Section 9, the "Agreement"). By opting-in to or participating in any of our Programs, you accept and agree to these Terms, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed below. This Agreement is limited to the Program and is not intended to modify other Terms or Privacy Policy that may govern the relationship between you and Popcorn Remix Fundraiser in other contexts.

User Opt-In: The Program allows users to receive SMS/MMS mobile messages by affirmatively opting-into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By affirmatively opting into in the Program, you provide Popcorn Remix Fundraiser with your express written consent, via e-signature, to deliver or cause to be delivered advertising and marketing mobile messages through an automatic telephone dialing system or an artificial or prerecorded voice at the phone number associated with your opt-in. You also understand your express written consent is not a direct or indirect condition of making any purchase from Popcorn Remix Fundraiser. While you consent to receive messages sent using an automatic telephone dialing system, the foregoing shall not be interpreted to suggest or imply that any or all of our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "auto-dialer"). Message and data rates may apply.

User Opt-Out: If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Popcorn Remix Fundraiser in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable methods of opting-out. You also understand and agree that any other method of opting-out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting-out.

Program Description: Without limiting the scope of the Program, users that opt-into the Program can expect to receive messages concerning the marketing and sale of products, services, events, and cart reminders.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Popcorn Remix Fundraiser.

MMS Disclosure: The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Popcorn Remix Fundraiser’s control.

Participant Requirements: You must have a wireless Device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your Device capabilities for specific text messaging instructions.

10. Security and Passwords. You are solely responsible for keeping your password and any other authentication information confidential and agree to be responsible for all activities that occur under your account or password. You must not disclose it to anyone else. If you know or suspect that anyone other than you knows your password or any other authentication information, you must promptly notify us using the contact details below. We are not responsible for any losses or liabilities arising out of or in connection with any unauthorized use of the Services.

We have the right to disable any password, or other authentication information whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

11. Intellectual Property Rights.

Trademarks. The Popcorn Remix Fundraiser Name and Popcorn Character logo are trademarks and service marks of 3815 Media Inc. You do not have the right to use the Popcorn Remix Fundraiser name, any of our trademarks, service marks or logos, and your unauthorized use of any of our intellectual property may be a violation of federal and state trademark laws.

Ownership. You acknowledge that all intellectual property rights in the Services, whether registered or unregistered, including but not limited to rights in graphics, logos, "look and feel," trade dress, structure, organization, code, and all content in the Services and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of Popcorn Remix Fundraiser, protected by intellectual property laws. You acknowledge and agree that Popcorn Remix Fundraiser, and/or its licensors, owns all right, title and interest in and to the Services, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the Services are protected by U.S. and international copyright laws. Further, you acknowledge that the Services may contain information that Popcorn Remix Fundraiser has designated as confidential and you agree not to disclose such information without Popcorn Remix Fundraiser’s prior written consent. Nothing posted on PopcornRemixFundersaiser.com grants a license to any Popcorn Remix Fundraiser trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read on PopcornRemixFundersaiser.com is proprietary information protected by copyright or trademark unless otherwise noted and may not be used except with the written permission of Popcorn Remix Fundraiser. When accessing the Services, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

App Claims. In the event that anyone brings a claim that the App or any part of it, or your possession and/or use, infringes a third-party’s intellectual property rights, we (and not any third-party App Store Provider, including without limitation Apple) shall be responsible for the investigation, defense, settlement and discharge of any such claim.

12. Third-Party Sites and Services. The Services may contain links to or allow you to share content directly with other third-party websites ("Third-Party Sites"). You acknowledge that we have no control over the Third-Party Sites and are not responsible for their contents and/or availability. We do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

These links are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content, or other material contained in the Third-Party Sites and we have no association with their operators. Your use of the Third-Party Sites will be governed by their terms and conditions and privacy policies (if any) ("Third-Party Terms"). It is your responsibility to read and comply with Third-Party Terms.

13. Notice for California Residents Pursuant to California Civil Code Section 1789.3. Under California Civil Code Section 1789.3, California users of an electronic commercial service receive the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916-445-1254 or 800-952-5210.

14. Indemnity. You agree to indemnify and hold us and our affiliates, and their respective business partners, licensees, licensors, officers, directors, employees and agents (the "Indemnified Parties") harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of or in connection with: (a) your use of the Services; (b) your breach or violation of any of these Terms; or (c) your violation of the rights of any third-party. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as is reasonably requested by the Indemnified Parties.

15. WARRANTY DISCLAIMER. WE PROVIDE THE SERVICES (INCLUDING OUR PRODUCTS) ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, TIMELY, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE SERVICES OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE SERVICES. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content included on the Services is accurate, complete or up-to-date.

To the maximum extent permitted by law, we exclude all conditions, warranties, representations and other terms, which may apply to the Services (including our products), whether express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement of the rights of third-parties with respect to the Services and all information and content included on the Services.

No information or advice obtained through the Services, or affirmation by us, by words or actions, shall constitute a warranty.

We only supply the Services for domestic, personal and private use. Unless you are an authorized retailer, you agree not to use the Services for any commercial, business or resale purposes. To the extent permitted under applicable law, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you. In such jurisdictions, if there is a breach of warranty, you may notify Apple if you purchased the App from Apple, and Apple may refund the purchase price for the App, if any. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation or liability whatsoever.

16. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SERVICES (INCLUDING OUR PRODUCTS) OR THESE TERMS, ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Your sole remedy for dissatisfaction with the Services including, without limitation, content or products offered on the Services, is to stop using the Services (including our products). Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Services or any links on the Services, as well as by reason of any information or advice received through or advertised in connection with the Services or any links on the Services. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Services.

In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties’ liability arising in connection with the Services or under these Terms whether in contract, tort (including negligence), strict liability or otherwise, shall not exceed, under any circumstances, the greater of: (i) the total amount paid for goods in the preceding 30 days, or (ii) One Hundred Dollars ($100). You agree that any claim or cause of action arising under these Terms or the performance or non-performance of the Services (including our products) must be brought to us (and not the App Store Provider) and must be brought within one year after such claim or cause of action arises or be forever barred.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, POPCORN REMIX FUNDRAISER’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON POPCORN REMIX FUNDRAISER’S CHOICE OF LAW PROVISION SET FORTH BELOW.

In the event of any dispute with Popcorn Remix Fundraiser in connection with this agreement, you warrant and represent that you will seek remedies against Popcorn Remix Fundraiser only, and you will not bring or commence any action whatsoever against any officer, director, agent, representative, or member of Popcorn Remix Fundraiser in an individual capacity. If any court or arbitrator of competent jurisdiction shall agree to hear a dispute action brought by you against any officer, director, agent, representative or member of Popcorn Remix Fundraiser in an individual capacity, then the aforementioned officer, director, agent, representative or member of Popcorn Remix Fundraiser against whom such an action has been commenced may use this paragraph as a full and complete defense to any such action, and you shall be liable for any costs and attorneys’ fees incurred by the officer, director, agent, representative or member defending such action.

17. Termination. We may terminate these Terms, deactivate your Account, and/or your permission to use the Services immediately, without prior notice or liability, if you commit any breach of these Terms. Further, with respect to the Services, we may terminate these Terms, and/or your permission to use the Services immediately, without prior notice or liability, if (a) we discontinue the Services, or (b) we are prevented from providing the Services for any reason.

Furthermore, we reserve the right to change, edit, suspend, delete and/or cancel any part of the Services and/or your access to them at any time with or without notice to you: (i) if required by law, or (ii) due to an event beyond our control, or (iii) as a result of changes, cancellations or revocation of approval by any applicable App Store Provider.

On termination of these Terms for any reason: (w) all rights granted to you under these Terms will cease immediately, (x) you must immediately cease all activities authorized by these Terms (including your use of the Services), (y) you must immediately uninstall and remove the App from your Device(s), and (z) you acknowledge that we may restrict your access to the Services and/or remove the App from your Device. Sections 8, 9, 12, and 15-21 will survive any termination or expiration of these Terms.

18. Communication Between Us. If you wish to contact us in writing, or if any condition in these Terms require you to give us notice in writing, you can send this to us by email or as otherwise indicated in the Contact Us section at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or using any other contact details you provide to us.

19. Dispute Resolution. Governing Law; Jurisdiction. These Terms are governed by Georgia law, without regard to conflict of laws principles. You and Popcorn Remix Fundraiser agree that, except as otherwise provided below, the state and federal courts located in the County of Gwinnett, Georgia will have exclusive jurisdiction of all disputes arising out of or related to these Terms or your use of the Services and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing Popcorn Remix Fundraiser shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

Arbitration Procedures. You and Popcorn Remix Fundraiser agree that, except as provided below, all Disputes, (each a "Claim"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in these Terms. In the event of a conflict between the terms set forth in this Section (Dispute Resolution) and the JAMS Rules, the terms in this Section will control and prevail.

Except as otherwise set forth below, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and Popcorn Remix Fundraiser will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms, (a) you and Popcorn Remix Fundraiser may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (b) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

Location. The arbitration will take place in Peachtree Corners, Georgia, unless the parties agree to video, phone or internet connection appearances.

Limitations. You and Popcorn Remix Fundraiser agree that any arbitration shall be limited to the Claim between Popcorn Remix Fundraiser and you individually. YOU AND POPCORN REMIX FUNDRAISER AGREE THAT (a) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (b) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

Exceptions to Arbitration. You and Popcorn Remix Fundraiser agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (a) any Excluded Dispute; (b) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court’s jurisdiction in lieu of arbitration.

Arbitration Fees. If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we are initiating arbitration for a Claim, we will pay all costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

Severability. You and Popcorn Remix Fundraiser agree that if any portion of this Section is found illegal or unenforceable, that portion shall be severed, and the remainder of the Section shall be given full force and effect.

20. Other Important Terms

Assignment. The rights granted to you under these Terms may not be assigned without Popcorn Remix Fundraiser’s prior written consent, and any attempted unauthorized assignment by you shall be null and void.

Severability. If any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.

Attorneys’ Fees. The prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys’ fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.

No Waiver. Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Popcorn Remix Fundraiser of any provision, condition or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

Equitable Remedies. You acknowledge and agree that Popcorn Remix Fundraiser would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Entire Agreement. These Terms, including the documents referenced in these Terms, constitutes the entire agreement between you and Popcorn Remix Fundraiser with respect to the Services and supersedes any and all prior agreements between you and Popcorn Remix Fundraiser relating to the Services.

Transfer. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.

21. Changes to These Terms

We reserve the right, at our sole discretion, to amend these Terms at any time. As applicable, we will notify you of material changes to these Terms when you next access the Services (we may also email you about any material changes to these Terms) informing you of any changes that affect your rights. We reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Services (or any part of them) with or without notice.

22. Contact Us

If you have any questions or comments relating to the Services or these Terms, please contact us at:

Popcorn Remix Fundraiser

Legal Department

By Email: legal@3815Media.com

Or 3815 Media Inc.

By Email: Info@3815Media.com