

# Website Terms of Use

*Last Modified: November 19, 2024*

## **Ownership of Site; Acceptance of the Terms of Use**

These Terms and Conditions of Use are entered into by and between You and Lightning Source LLC ("**Lightning Source**", "**we**," or "**us**"). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, "**Terms of Use**"), govern your access to and use of <http://themediascout.com>, including any content, functionality, and services offered on or through <http://themediascout.com> and all associated sites linked to <http://themediascout.com> (the "**Website**"), including <http://datasource.ingramcontent.com>, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, and the Terms and Conditions For Online Sales and our [Privacy Policy](#) are incorporated herein by reference.** If you do not agree to these Terms of Use, do not access or use the Website.

The Website is the property of Lightning Source and its licensors. Lightning Source reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. You are responsible to check these Terms of Use periodically for changes. Your continued use of the Website will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Lightning Source grants you a non-exclusive, non-transferable, limited privilege to enter and use the Website.

This Website is only offered and available to users who are eighteen (18) years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Lightning Source and meet all eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to subscribe or to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#) and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **Beta Features**

From time to time, we may pilot certain features that are experimental in nature, constitute early access, or are in development which may be designated as "Beta Services." By accessing Beta Services or accepting these Terms, you understand and acknowledge that the Beta Services are being provided on an "As Is" or "As Available" basis. The Beta Services may contain bugs, errors, and other problems. Unless discontinued by us, the Beta Services will expire according to communicated timelines or at the time the Services are made available to all users. To the extent permitted under applicable laws, Lightning Source will have no liability for any loss, expense, or damage arising from or in connection with the Beta Services. In addition, we are not obligated to provide any maintenance, technical, or other support for the Beta Services. The Beta Services are made available to you for the purposes of evaluation and feedback without any compensation or reimbursement of any kind.

As part of using the Beta Services, you may be asked to provide feedback regarding your use. You acknowledge that LS owns all feedback provided, and you hereby grant to us and our affiliates a perpetual, non-revocable, royalty-free worldwide license to use and/or incorporate such feedback into any of our products or services at any time at our sole discretion. If we choose to publish such feedback, we will either do so in a way that does not identify you or seek your consent in the event we do wish to identify you. We may also monitor how you use the Beta Services and use that information to improve the Beta Services or our other products and services.

### **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Lightning Source, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own use and not for further reproduction, publication, or distribution.
- We may provide you the option to export reports or other materials through approved download functionality.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.
- Resell any of the services offered herein.

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### **Trademarks**

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### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out below in these Terms of Use.
- To impersonate or attempt to impersonate Lightning Source, a Lightning Source employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Lightning Source or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Content Standards**

These content standards apply to any and all information and material provided by you using the Website, which must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Copyright Infringement**

Submit your complaint using this [Claim of Copyright Infringement](#) form or with the below required information to [copyrightagent@ingramcontent.com](mailto:copyrightagent@ingramcontent.com) and we will respond based on your allegation.

- In order to evaluate your allegation, the following information is required:
- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Lightning Source LLC  
1 Ingram Blvd.  
LaVergne, TN 37086  
ATTN: Copyright Agent  
[copyrightagent@ingramcontent.com](mailto:copyrightagent@ingramcontent.com)

Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

**NO RELIANCE ON INFORMATION POSTED.**

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We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

**Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**Online Purchases and Other Terms and Conditions**

All purchases through our site or other transactions for services or information formed through the Website, or resulting from visits made by you, are governed by our Terms and Conditions for Online Sales.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

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**Geographic Restrictions**

The owner of the Website is based in the State of Tennessee in the United States. We make no claims that the Website or any of its content is accessible, accurate, or appropriate for use outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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#### **Limitation on Liability**

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The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct or death or bodily injury caused by products you purchase through the site.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Indemnification**

You agree to defend, indemnify, and hold harmless Lightning Source, its affiliates, licensors, and service providers, and its respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

#### **Governing Law and Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to conflict of laws principles. Each party submits to the jurisdiction of the United States district courts and state courts having jurisdiction in Nashville, Tennessee.

#### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Waiver and Severability**

No waiver by Lightning Source of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Lightning Source to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **Entire Agreement**

The Terms of Use, our Privacy Policy, and Terms and Conditions for Online Sales constitute the sole and entire agreement between you and Lightning Source LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

#### **Your Comments and Concerns**

This website is operated by Lightning Source LLC, 1 Ingram Blvd. LaVergne, TN 37086.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [datasourcesupport@ingramcontent.com](mailto:datasourcesupport@ingramcontent.com)