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Ownership

The content on the Site, other than Submissions (defined below), including, without limitation, text, software, scripts, graphics, photos, sounds, music, videos, interactive features, and the like ("Content"), as well as certain other of the names, logos, and materials displayed on or through the Site that constitute trademarks ("Marks"), are owned by or licensed to Owner and are subject to copyright, trademark, and other intellectual property rights under U.S. and international laws.

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Prohibited content and activities include, without limitation, the following:

violating any local, state, national, or international law or regulation;

transmitting any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

transmitting any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;

knowingly transmitting any material that contains adware, malware, spyware, 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;

stalking, harassing, or harming another individual;

impersonating any person or entity, or otherwise misrepresenting your affiliation with a person or entity;

interfering with or disrupting the Site or servers or networks connected to the Site, or disobeying any requirements, procedures, policies, or regulations of networks connected to the Site; and

launching any automated system, including, without limitation, "robots," "spiders," "offline readers," etc., that accesses the Site in a manner that sends more request messages to the Site in a given period of time than a human can reasonably produce in the same period by using a conventional Web browser.

Submissions

The Site may enable you to submit your content to the Site for hosting, display, and distribution to other users of the Site (collectively "Submissions"), such as posting messages and other content to community and interactive areas of the Site. When you provide Owner with a Submission, you hereby grant to Owner and its affiliates, representatives, and assigns a non-exclusive, worldwide, fully paid, royalty free, transferable, sub-licensable, license and permission to display, publicly perform, distribute, store, transcode, syndicate (including, without limitation, syndication through third party Web sites), broadcast, transmit, reproduce, edit, modify, create derivative works, and otherwise use and reuse your Submissions (or any portions or derivative works thereof) in any manner, in any medium, for any purpose. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature with respect to any Submission. Submissions are available to all users of the Site. Owner reserves the right to display advertisements in connection with your Submissions and to use your Submissions to advertise and promote your Submissions, the Site, and Owner. Owner reserves the right to modify Submissions in its sole and absolute discretion. Owner is not required to host, display or distribute any Submissions, and may delete, move, or edit Submissions at any time.

Owner does not, as part of a regular, established practice, monitor, control or have knowledge of any Submissions transmitted on or through the Site. You agree that you are solely responsible for all Submissions you transmit and receive on or through the Site.

You represent and warrant that:

you own all rights in your Submissions (including, without limitation, all rights to the audio, video, or digital recording, and the performance contained in your Submissions) or, alternatively, you have acquired all necessary rights in your Submissions to enable you to grant to Owner the rights in your Submissions described herein;

you have paid and will pay in full all license fees, clearance fees, and any other financial obligations, of any kind, arising from any use or commercial exploitation of your Submissions;

you are the individual pictured or heard in your Submissions, or, alternatively, you have obtained permission from each person (including consent from parents or guardians for any individual under the applicable age of majority) who appears or is heard in your Submissions to enable you to grant the rights to Owner described herein;

you will make such permissions available to Owner upon request; and

your Submissions do not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party.

You agree to keep all records necessary to establish that your Submissions do not violate any of the foregoing representations and warranties and to make such records available to Owner upon Owner's request.

Feedback

You further agree that Owner and its affiliates are free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback other than Submissions ("Feedback"), whether oral or written, that you may send to Owner or its affiliates. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that Owner has no duties to you, with respect to such Feedback.

Digital Millennium Copyright Act

Owner respects the intellectual property rights of others. Upon proper notice, Owner will remove Submissions or other applicable content that violate copyright law and terminate the accounts of repeat infringers. Pursuant to 17 U.S.C. § 512, Owner has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your work has been copied in a way that constitutes copyright infringement, please send Owner's copyright agent (listed below) a notification of claimed infringement with all of the following information:

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;

identification of the claimed infringing material and information reasonably sufficient to permit Owner to locate the material on the Site;

information reasonably sufficient to permit Owner to contact you, such as an address, telephone number, and, if available, an email 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 notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

your physical or electronic signature.

Please send all of the above enumerated information to the following Owner copyright agent:

Lisa Erspamer, "A Letter To My Cat"

2850 Ocean Park Blvd Suite 300

Santa Monica, CA 90405

Ph #312-860-1689

F#786-228-1754

copyright@allettertomycat.com

Please do not send notices or inquiries unrelated to alleged copyright infringement to Owner's designated agent.

Links to and from other Web Sites

Owner prohibits linking to the Site from any other Web site absent Owner's prior written consent. Any link must not frame the Site and must be to the entire Site rather than to a particular page or graphic. Owner reserves the right to withdraw its consent to link to the Site for any reason or for no reason. Any linking Web site agrees to comply with a request remove links to the Site within 24 hours of receipt of such a request from Owner.

The Site may provide links to other Web sites or resources owned or controlled by others. Because we have no control over such third-party Web sites and resources, you acknowledge and agree that Owner is not responsible for the availability of such Web sites or resources, and Owner does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Web sites or resources. You further acknowledge and agree that Owner shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, products, or services available on or through any such Web site or resource.

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ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN;

ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE;

ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; AND

FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SITE.

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Limitation of Liability

YOU UNDERSTAND THAT TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL OWNER OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE SITE.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Owner may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Owner's liability shall be the minimum permitted under such applicable law.

Indemnity

You agree to indemnify, defend, and hold harmless Owner, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (a) any information (including, without limitation, your Submissions, Feedback, or any other content) you (or anyone using your account) submit, post, or transmit on or through the Site;

(b) your (or anyone using your account's) use of the Site; (c) your (or anyone using your account's) violation of these Terms of Service; or (d) your (or anyone using your account's) violation of any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret, other intellectual property, or proprietary rights of any person or entity. Owner reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Owner in asserting any available defenses.

Force Majeure

Without limiting the foregoing, under no circumstances will Owner be held liable for any delay or failure in performance due in whole in or in part to any acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, software bugs, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, earthquakes, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

Termination

If you violate any of these Terms of Service, your permission to use the Site and the Content automatically terminates.

Modifications to the Site

Owner reserves the right to modify or discontinue the Site with or without notice to you. Owner shall not be liable to you or any third party should Owner exercise its right to modify or discontinue the Site.

Other Provisions

These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions.

Any controversy, claim or dispute arising out of or related to these Terms of Service (or the interpretation, performance, or breach of them), the Site, including but not limited to alleged violations of state or federal statutory or common law rights or duties (a "Dispute") shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If we are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute. The arbitration shall be initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator's decision shall be controlled by these Service Provider Terms and any of the other agreements, including any applicable Additional Terms. No Disputes may be arbitrated on a class or representative basis; arbitration can decide only the individual Dispute and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY ENTERING INTO THESE SERVICE PROVIDER TERMS, YOU HEREBY

IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE SERVICE PROVIDER TERMS MUST BE ASSERTED INDIVIDUALLY. The arbitrator shall not have the power to award punitive damages against any party.

If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. The failure of Owner to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision. These Terms of Service, together with Owner's Privacy Policy and any other rules or guidelines posted in connection with the Site, are the entire and exclusive agreement between Owner and you regarding your use of the Site.

Terms of Service Changes

Owner may, in its sole and absolute discretion, change these Terms of Service from time to time. Owner will post a copy of the Terms of Service as changed on the Site. Your continued use of the Site constitutes your agreement to abide by the Terms of Service as changed. If you object to any such changes, your sole recourse shall be to cease using the Site.

Effective Date: 10/01/2012