

Privacy Policy

At Blue Walnut LLC d/b/a Thing in a Pot Productions, your privacy is very important to us. As such, we provide this Privacy Policy explaining our online information practices. We are committed to protecting your privacy online. Please read the information below to learn the following regarding your use of our website.

You acknowledge that this Privacy Policy is part of our site's Terms of Use, and by accessing or using our site, you agree to be bound by all of its terms and conditions. If you do not agree to these terms do not access or use this site.

We reserve the right to change the Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means of posting a notification on this site. It is your responsibility to review this site and this Privacy Policy periodically and to be aware of any modifications. Your continued use of the site after such modifications will constitute your acknowledgment of the modified Privacy Policy and you agree to be bound by the modified Privacy Policy.

1. The Information We Collect

In order to best provide you with our numerous services, we may collect two types of information about our users: personally identifiable information and non-personally identifiable information. Our goal when collecting this information from you is to provide you with the most efficient and customized experience while using our site.

Personally identifiable information refers to information that lets us know the specifics of who you are. When you engage in the numerous activities on this site, we may ask you to provide certain information about yourself. A list of the types of personally identifiable information that may be collected are your name, mailing address, email address, employer, job title and department, telephone and facsimile numbers, and other personal identifiable information, which may include information obtained your answers to questions that you may answer concerning services you may be interested in or content that you may submit via the site or for site promotions.

Non-personally identifiable information refers to information that does not by itself identify a specific individual. We gather information about you based upon where you visit on our site in several ways. This information is compiled and analyzed on both a personal and aggregated basis. A list of the types of non-personally identifiable information that we may collect include: current internet protocol address and type of browser you are using (e.g. Firefox, Google Chrome), the type of operating system you are using (e.g. Windows or Mac OS), sites visited before and after you visit our site, the type of handheld or mobile device used to view the site (e.g., iPhone, Blackberry), location information, and the content and the advertisements you have accessed, seen, forwarded and/or clicked on.

We work with third parties to provide us with analyses of the usage and browsing patterns of visitors to our site by tracking non-personally identifiable information about our visitors. These

third parties include Google Analytics, HotJar, and HubSpot. These services are cookie-based and do not collect personal information. Each third party is subject to its own privacy policy.

We also work with third parties, such as Facebook, Instagram, and Twitter, to collect user data for purposes of conversion tracking, serving ads targeted to users' interests, and enabling you to opt-in to our newsletter.

2. How We Use Information

We may use the information you provide about yourself to operate our sites and to deliver their services. Additionally, we may use this information to communicate with you, such as to notify you about our promotions and services or solicit information from you. We will also use your information to enhance the operation of our site, such as improve our marketing and promotional efforts, statistically analyze site use, and improve our service offerings. We may also use your information to resolve disputes, troubleshoot problems and enforce our agreements with you, including our site Terms of Use, sales terms and conditions, and this Privacy Policy.

3. Information Sharing and Disclosure to Others

We may transfer personally identifiable information about you if we, or one of our business units, are acquired by, sold to, merged with or otherwise transferred to another entity. We do not sell, trade, or rent your personally identifiable information to others.

We also may disclose personally identifiable information in response to legal process, for example, in response to a court order or a subpoena. We also may disclose such information in response to a law enforcement agency's request, or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, to verify or enforce compliance with the policies governing our sites and applicable laws or as otherwise required or permitted by law or consistent with legal requirements.

Your information may be shared through our business arrangements with third parties, such as Twitter, through services, such as conversion tracking and serving ads targeted to users' interests. Please refer to the section below on "Cookies" for more information on how you can opt-out of internet based advertising through the "Do Not Track" functionality in your web browser or through such other methods that Facebook, Instagram, and Twitter may specify from time to time.

When you access certain social media features through our site, you will be sharing information with that social media provider. The information you provide to that social media provider will be governed by their privacy policy.

4. Consent

If you have voluntarily provided or published personally identifiable information, including but not limited to, your name, title, phone number, or email address, you have assumed that there is an implied business relationship with Blue Walnut LLC d/b/a Thing in a Pot Productions and therefore consent to the collection, use and disclosure of your personally identifiable information as described in this privacy policy. Further consent for the collection, use and disclosure of your personally identifiable information may be obtained orally, or in writing and may be expressly given or implied. Blue Walnut LLC d/b/a Thing in a Pot Productions will not use personally identifiable information for any purpose outside of the implied relationship.

If you are under the jurisdiction of Canada's Anti-Spam Legislation ("CASL"), Blue Walnut LLC d/b/a Thing in a Pot Productions will ensure to act in compliance with CASL by providing all email marketing through an "opt-in" approach. Blue Walnut LLC d/b/a Thing in a Pot Productions will gain consent for commercial electronic messages prior to sending commercial electronic messages, unless we have implied consent, as defined under CASL. You may "opt-out" from receiving emails from our company, and/or our partners and associates upon your unsubscribe request. These procedures are in compliance with CASL, which is effective July 1, 2014.

5. EU Data Subject Rights

In certain circumstances, you have the following rights under data protection laws in relation to your Personal Information:

Request access to your Personal Information (commonly known as a "data subject access request"). This enables you to receive a copy of the Personal Information Blue Walnut LLC d/b/a Thing in a Pot Productions holds about you and to check that Blue Walnut LLC d/b/a Thing in a Pot Productions is lawfully processing it.

Request correction of the Personal Information. This enables Blue Walnut LLC d/b/a Thing in a Pot Productions to have any incomplete or inaccurate data held about you corrected, though Blue Walnut LLC d/b/a Thing in a Pot Productions may need to verify the accuracy of the new data provided.

Request erasure of Personal Information. This enables you to ask Blue Walnut LLC d/b/a Thing in a Pot Productions to delete or remove Personal Information where there is no good reason for Blue Walnut LLC d/b/a Thing in a Pot Productions continuing to process it. You also have the right to ask Blue Walnut LLC d/b/a Thing in a Pot Productions to delete or remove your Personal Information where you have successfully exercised your right to object to processing (see below), where Blue Walnut LLC d/b/a Thing in a Pot Productions may have processed your information unlawfully or where Blue Walnut LLC d/b/a Thing in a Pot Productions is required to erase your personal data to comply with local law. Note, however, that Blue Walnut LLC d/b/a Thing in a Pot Productions may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to gathering of your Personal Information where Blue Walnut LLC d/b/a Thing in a Pot Productions is relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to gathering on this ground as

you feel it impacts on your fundamental rights and freedoms. You also have the right to object where Blue Walnut LLC d/b/a Thing in a Pot Productions is gathering your Personal Information for direct marketing purposes. In some cases, Blue Walnut LLC d/b/a Thing in a Pot Productions may demonstrate that it has compelling legitimate grounds to gather your information which override your rights and freedoms.

Request restriction of gathering of your Personal Information. This enables you to ask Blue Walnut LLC d/b/a Thing in a Pot Productions to suspend the gathering of your personal data in the following scenarios: (a) if you want Blue Walnut LLC d/b/a Thing in a Pot Productions to establish the data's accuracy; (b) where Blue Walnut LLC d/b/a Thing in a Pot Productions use of the data is unlawful but you do not want Blue Walnut LLC d/b/a Thing in a Pot Productions to erase it; (c) where you need Blue Walnut LLC d/b/a Thing in a Pot Productions to hold the data even if Blue Walnut LLC d/b/a Thing in a Pot Productions no longer requires it as you need it to establish, exercise or defend legal claims; or (d) you have objected to Blue Walnut LLC d/b/a Thing in a Pot Productions's use of your data but Blue Walnut LLC d/b/a Thing in a Pot Productions needs to verify whether it has overriding legitimate grounds to use it.

Request the transfer of your Personal Information to you or to a third party. Blue Walnut LLC d/b/a Thing in a Pot Productions will provide to you, or a third party you have chosen, your Personal Information in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for Blue Walnut LLC d/b/a Thing in a Pot Productions to use or where Blue Walnut LLC d/b/a Thing in a Pot Productions used the information to perform a contract with you.

Withdraw consent at any time where Blue Walnut LLC d/b/a Thing in a Pot Productions is relying on consent to gather your Personal Information. However, this will not affect the lawfulness of any gathering carried out before you withdraw your consent. If you withdraw your consent, Blue Walnut LLC d/b/a Thing in a Pot Productions may not be able to provide certain products or services to you. Blue Walnut LLC d/b/a Thing in a Pot Productions will advise you if this is the case at the time you withdraw your consent.

6. Cookies

To give you the best online experience possible we may at times use cookies or similar technologies. A cookie is a small data text file, which a website stores on your computer's hard drive (if your browser permits) that can later be retrieved to identify you to us. Cookies do not contain personally identifiable information; however, once you choose to enter our site with personally identifiable information that information may be linked to the data stored in the cookie. In addition, you expressly consent to the installation of cookies under CASL.

Cookies make your use of the site easier, make the site run more smoothly and help us to maintain a secure site. At this time Blue Walnut LLC d/b/a Thing in a Pot Productions does recognize automated browser signals regarding tracking mechanisms, which may include "Do Not Track" instructions. However, you can change your privacy preferences regarding the use of cookies and similar technologies through your browser. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. You are always free to decline our cookies if your browser permits, but some

parts of our site may not work properly in that case. For any questions dealing with the disabling of cookies please consult the "Help" section of your web browser.

7. Security of Your Information

We have put in place appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access, to maintain data security, and to use correctly the information we collect online, such as dedicated virtual private servers, a web application firewall, an encrypted database, and no third party access to the server.

Unfortunately, we cannot guarantee that a 100% of the data transmissions are secure. Therefore, while we strive to protect your personally identifiable information, you acknowledge that: (a) there are limitations to security and privacy of the Internet that are beyond our control; (b) the security, integrity and privacy of your personally identifiable information exchanged between you and us cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

8. Privacy of Minors

We will not knowingly collect, use or disclose personally identifiable information about visitors that are under 18 years of age.

9. Privacy Policies of Third-Party Sites

Except as otherwise discussed in this Agreement, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our site have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy and terms of use. We are not responsible for the policies or practices of third parties. Additionally, other companies which may place advertising on our site may collect information about you when you view or click on their advertising through the use of cookies. We cannot control this collection of information. You should contact those advertisers directly if you have any questions about their use of the information that they collect.

10. Miscellaneous Privacy Issues

You should be aware that any information that you publicly disclose on any public areas of this site can be collected and used by third parties and this may result in unsolicited messages from those parties. This is beyond our control. Please be careful and responsible whenever you are online.

11. Community Guidelines & User Content

(A) Interactive Areas.

The Site may contain Interactive Areas in which you may post or upload comments or user-generated content such as video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. By submitting User Content to an Interactive Area, you represent that you are 13 years of age or older.

(B) Community Guidelines

If you submit any User Content or participate in an Interactive Area within or in connection with the Site, you agree to abide by the following rules of conduct:

You agree not to upload, post or otherwise transmit any User Content that violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others;

You agree not to upload, post or otherwise transmit any User Content that is offensive to the online community, including blatant expressions of bigotry, racism, abusiveness, vulgarity or profanity.

You agree not to upload, post or otherwise transmit any obscene material.

You agree not to upload, post or otherwise transmit any User Content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability;

You agree not to upload, post or otherwise transmit any User Content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them;

You agree not to upload, post or otherwise transmit, without Blue Walnut LLC d/b/a Thing in a Pot Productions' express prior approval, User Content which contains advertising or any solicitation with respect to products or services;

You agree not to upload, post or otherwise transmit User Content that does not generally pertain to the designated topic or theme of any Interactive Area;

You agree not to impersonate any person or entity, including, but not limited to, any Blue Walnut LLC d/b/a Thing in a Pot Productions employee, or falsely state or otherwise misrepresent your affiliation with any person or entity;

You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about the Site users or posting private information about a third party;

You agree not to upload, post or otherwise transmit any User Content, software or other materials which contain a virus or other harmful or disruptive component;

You agree not to interfere with or disrupt the Site or the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

You agree not to upload, post, e-mail or otherwise transmit any unsolicited, unlawful or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site, use of the Site, or access to the Site;

You agree not to upload, post, or otherwise transmit any User Content protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express

permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by Blue Walnut LLC d/b/a Thing in a Pot Productions in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Site;

You agree that if necessary, you have the consent of each and every identifiable natural person in any submission to use such persons name or likeness in the manner contemplated by the Site;

You agree that any person who appears in your submission who is a current member of the Screen Actors Guild (SAG), the American Federation of Television and Radio Actors (AFTRA) or any other rights society is not entitled to compensation by Blue Walnut LLC d/b/a Thing in a Pot Productions;

Any conduct that in Blue Walnut LLC d/b/a Thing in a Pot Productions's sole discretion restricts or inhibits anyone else from using or enjoying the Site will not be permitted. Blue Walnut LLC d/b/a Thing in a Pot Productions reserves the right in its sole discretion to remove or edit User Content by you for any reason. Blue Walnut LLC d/b/a Thing in a Pot Productions is not responsible for User Content submitted to the Site or posted in comments sections, chat rooms, on bulletin boards or on other Interactive Areas by users of the Site.

(C) Monitoring

Blue Walnut LLC d/b/a Thing in a Pot Productions shall have the right, but not the obligation, to monitor User Content posted or uploaded to the Site to determine compliance with these Terms of Use and any operating rules established by Company and to satisfy any law, regulation or authorized government request. Although Company has no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Site, Company reserves the right, and has absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Site at your sole cost and expense.

(D) License to User Content

By submitting User Content to the Site, you automatically grant Blue Walnut LLC d/b/a Thing in a Pot Productions the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content. You warrant that such User Content is accurate and not misleading, and that use and posting or other transmission of such User Content does not violate these Terms of Use and will not violate any rights of or cause injury to any person or entity. You further grant Blue Walnut LLC d/b/a Thing

in a Pot Productions the right to pursue at law any person or entity that violates your or Blue Walnut LLC d/b/a Thing in a Pot Productions's rights in the User Content by a breach of these Terms of Use.

(E) Moral Rights

If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by Blue Walnut LLC d/b/a Thing in a Pot Productions or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release Blue Walnut LLC d/b/a Thing in a Pot Productions and its licensees, successors and assigns, from any claims that you could otherwise assert against Blue Walnut LLC d/b/a Thing in a Pot Productions by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

(F) Proprietary Information

User Content submitted by you will be considered non-confidential and Blue Walnut LLC d/b/a Thing in a Pot Productions is under no obligation to treat such User Content as proprietary information except pursuant to the Blue Walnut LLC d/b/a Thing in a Pot Productions Privacy Policy. Without limiting the foregoing, Blue Walnut LLC d/b/a Thing in a Pot Productions reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. Blue Walnut LLC d/b/a Thing in a Pot Productions is under no obligation to offer you any payment for User Content that you submit or the opportunity to edit, delete or otherwise modify User Content once it has been submitted to Blue Walnut LLC d/b/a Thing in a Pot Productions. Blue Walnut LLC d/b/a Thing in a Pot Productions shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

12. Copyright Ownership

The Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of the Site are copyrighted as a collective work under the United States copyright laws. Blue Walnut LLC d/b/a Thing in a Pot Productions licenses or owns copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part, unless it is expressly permitted by this Site. You may download copyrighted material for your personal use only. Except as otherwise expressly permitted under copyright law or by this Site, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Blue Walnut LLC d/b/a Thing in a Pot Productions and the copyright owner. In the event of any permitted copying, redistribution or

publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

13. Third Party Content

To the extent that Blue Walnut LLC d/b/a Thing in a Pot Productions is a distributor (and not a publisher) of content supplied by third parties and users, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers or users of the Site, are those of the respective author(s) or distributor(s) and not of Blue Walnut LLC d/b/a Thing in a Pot Productions. Neither Blue Walnut LLC d/b/a Thing in a Pot Productions nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In these instances, the content available through the Site represents the opinions and judgments of the respective user or information provider not under contract with Blue Walnut LLC d/b/a Thing in a Pot Productions. Blue Walnut LLC d/b/a Thing in a Pot Productions neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Site by any third party. Under no circumstances will Blue Walnut LLC d/b/a Thing in a Pot Productions be liable for any loss or damage caused by your use or reliance on information obtained through the Site. Blue Walnut LLC d/b/a Thing in a Pot Productions is not responsible for any actions or inaction on your part based on the information that is presented on the Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

14. Advertisements and Promotions

Blue Walnut LLC d/b/a Thing in a Pot Productions may run advertisements and promotions of its own or from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, advertisers other than Blue Walnut LLC d/b/a Thing in a Pot Productions, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Blue Walnut LLC d/b/a Thing in a Pot Productions is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Site.

15. Disclaimer of Warranty; Limitation of Liability

(a) You expressly agree that use of the site is at your sole risk. Neither Blue Walnut LLC d/b/a Thing in a Pot Productions, its affiliates nor any of their respective officers, employees, agents, third-party content providers or licensors warrant that the site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from use of the site, or as to the accuracy, reliability or content of any information or service provided through the site.

(b) The site is provided on an "As is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms of use.

(c) The site may offer legal, strategic, and other such information, but such information is designed for educational and informational purposes only. The information contained on the site does not and is not intended to convey professional legal advice and does not constitute the practice of that profession. You should not rely on this information as a substitute for, nor does it replace legal advice. Blue Walnut LLC d/b/a Thing in a Pot Productions is not responsible for any actions or inaction on a user's part based on the information that is presented in the site.

(d) Neither Blue Walnut LLC d/b/a Thing in a Pot Productions, its affiliates nor any of their respective employees, agents, third-party content providers or licensors are liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with you.

(e) In no event will Blue Walnut LLC d/b/a Thing in a Pot Productions, its affiliates nor any of their respective employees, agents, third-party content providers or licensors or any person or entity involved in creating, producing or distributing the site be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the site.

(f) In addition to the terms set forth above neither, Blue Walnut LLC d/b/a Thing in a Pot Productions, its affiliates, nor any of their respective officers, employees, agents, third-party content providers, licensors, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained within the site, or for any delay or interruption in the transmission thereof to you, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. Neither Blue Walnut LLC d/b/a Thing in a Pot Productions, its affiliates nor any of their respective officers, employees, agents, third party content providers, licensors, information providers or content partners warrant or guarantee the timeliness, sequence, accuracy or completeness of this information. Additionally, there are no warranties as to the results obtained from the use of the information.

(G) Blue Walnut LLC d/b/a Thing in a Pot Productions disclaims any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Site, you acknowledge and agree to Blue Walnut LLC d/b/a Thing in a Pot Productions disclaimer of any such liability. If you do not agree, you should not access or use the Site.

16. Indemnification

You agree to defend, indemnify and hold harmless Blue Walnut LLC d/b/a Thing in a Pot Productions, its affiliates and their respective directors, officers, employees and agents from

and against all claims and expenses, including attorneys' fees, arising out of the use of the Site by you.

17. Termination

Blue Walnut LLC d/b/a Thing in a Pot Productions may terminate or suspend these Terms of Use at any time without notice to you. The provisions of Sections 1-10 shall survive termination of these Terms of Use.

Blue Walnut LLC d/b/a Thing in a Pot Productions may, in its sole discretion, terminate or suspend your access to all or part of the Site for any reason, including, without limitation, breach of these Terms of Use.

18. Trademarks

Blue Walnut LLC d/b/a Thing in a Pot Productions and its affiliates own all rights to Blue Walnut LLC d/b/a Thing in a Pot Productions trademarks and trade dress used in connection with the Site. Company's trademarks and trade dress may not be used in connection with any product or service that is not Blue Walnut LLC d/b/a Thing in a Pot Productions, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Blue Walnut LLC d/b/a Thing in a Pot Productions. All other trademarks and trade dress appearing on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Blue Walnut LLC d/b/a Thing in a Pot Productions.

19. Miscellaneous

These Terms of Use and any operating rules for the Site established by Blue Walnut LLC d/b/a Thing in a Pot Productions constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms of Use are for the benefit of Blue Walnut LLC d/b/a Thing in a Pot Productions, its affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf. These Terms of Use shall be construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

20. Copyrights and Copyright Agent

Blue Walnut LLC d/b/a Thing in a Pot Productions respects the rights of all copyright holders and in this regard, Blue Walnut LLC d/b/a Thing in a Pot Productions has adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Blue Walnut LLC d/b/a Thing in a Pot Productions Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party;

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

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.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

Copyright Agent
Blue Walnut LLC
c/o Katie Rutter
mailroom@thinginapot.com

If Blue Walnut LLC d/b/a Thing in a Pot Productions receives such a notification, Blue Walnut LLC d/b/a Thing in a Pot Productions reserves the right to remove or delete the allegedly infringing material.

After receiving a notice of infringement that complies or substantially complies with the Digital Millennium Copyright Act ("DMCA"), Blue Walnut LLC d/b/a Thing in a Pot Productions will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity.

Blue Walnut LLC d/b/a Thing in a Pot Productions will take reasonable steps to expeditiously notify the user that created or posted the relevant material that it has removed or disabled access thereto. Any user whose material has been removed or disabled in accordance with this policy may provide Blue Walnut LLC d/b/a Thing in a Pot Productions with a counter notification under the DMCA. Such counter notification must be provided in writing to our Copyright Agent at the address listed above and must contain:

The user's electronic or physical signature;

Identification of the material that has been removed or to which access has been disabled and the location at which such material appeared before it was removed or disabled, including the complete URL;

A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and;

The user's name, address and telephone number, and a statement that the user consents to the jurisdiction of the Federal District Court for any judicial district in which Blue Walnut LLC d/b/a Thing in a Pot Productions may be found and that you will accept service of process from the person who provided the initial notification of infringement.

Upon receipt of a proper counter-notification under the DMCA, Company will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that it will replace the removed material, or cease disabling access to it, in ten (10) to fourteen (14) business days. Additionally, Blue Walnut LLC d/b/a Thing in a Pot Productions will replace the removed material, and cease disabling access to it, ten (10) to fourteen (14) business days following receipt of the counter notice, unless the designated Copyright Agent for Blue Walnut LLC d/b/a Thing in a Pot Productions first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on the Site or Blue Walnut LLC d/b/a Thing in a Pot Productions server.

21. How You Can Correct or Access Information

From time to time you may want to access or correct your personally identifiable information that you provide to us, and we believe that you should have that ability.

You may write or e-mail us at the e-mail or street address that is listed below. Please include your first name, last name, and e-mail address.

Blue Walnut LLC
Attn: Katie Rutter
PO Box 5641
Bloomington, IN 47407
mailroom@thinginapot.com

22. Comments and Questions

Blue Walnut LLC
Attn: Katie Rutter
PO Box 5641
Bloomington, IN 47407
mailroom@thinginapot.com

Notice to California Residents: If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by us to third parties for the third parties' direct marketing purposes. To make such a request please send an e-mail to the e-mail listed above or write us at the below address:

Blue Walnut LLC
Attn: Katie Rutter
PO Box 5641
Bloomington, IN 47407
mailroom@thinginapot.com

These Terms of Use were last updated on July 28, 20.

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