

TERMS OF SERVICE

OVERVIEW

Welcome to www.ReactTV.com, and to the ReactTV® and React™ native mobile app, collectively “site” or “website,” operated by React, LLC, a Florida Limited Liability Company (“React”). Thank you for accessing our products and services (together, the “Services”) for use. React, LLC offers this website and mobile application, and the Services, to Users conditioned upon Users’ acceptance of all terms, conditions, policies and notices stated here (“Terms of Service”).

These Terms of Service apply to all users of the site and mobile applications, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. The Company reserves the right, at any time and without notice to the Users, to update these Terms of Service.

Please read these Terms of Service carefully before accessing or using our website or mobile applications. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page.

SECTION 1 – ONLINE TERMS

Your use of the Services expressly represents that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given your consent to allow any of your minor dependents to use this site.

You may not use the Services for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms of Service will result in immediate termination of your access to the Services.

SECTION 2 – GENERAL CONDITIONS

React reserves the right to refuse the Services to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the website through which the Services are provided, without express written permission by React.

The headings used in these Terms of Service are included for convenience only and will not limit or otherwise affect these Terms of Service.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

React is not responsible if information made available is not accurate, complete or current. The material is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. React reserves the right to modify the content of this site at any time, but has no obligation to update any information on the site at any time or for any reason.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

React reserves the right at any time to modify or discontinue the Services (or any part or content thereof) without notice.

React shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services.

SECTION 5 – OPTIONAL TOOLS

React may provide you with access to third-party tools. React does not monitor, exercise any control over, or provide any input to any of these third-party tools.

React provides access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. React bears no liability whatsoever arising from, or relating to, your use of optional third-party tools via our Services. Such use is entirely at your own risk and discretion. You should ensure that you are familiar with, approve of, and abide by the terms of service on which tools are provided by the relevant third-party provider(s).

React may, in the future, offer additional services and/or features not currently available via the Services. Use of such new services and/or features shall be subject to these Terms of Service.

SECTION 6 – THIRD-PARTY LINKS

Certain content, products and services available via the Services may include materials from third-parties.

Third-party links may direct you to third-party websites that are not affiliated with React. React is not responsible for examining or evaluating the content or accuracy of those websites, and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

React is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction.

Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 7 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that React may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. React is not now, or in the future, under any obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

React may, but has no obligation to, monitor, edit or remove content that React determines, in its sole discretion may be considered offensive, inappropriate or otherwise objectionable, or violates any party’s intellectual property or these Terms of Service.

Your comments must not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. Your comments must not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website(s). You must not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and for their accuracy. React assumes no responsibility or liability for any comments posted by you or any third-party.

SECTION 8 – PERSONAL INFORMATION

Your submission of personal information via the Services is governed by a separate Privacy Policy. To view the Privacy Policy, visit www.reactv.com/privacy.

SECTION 9 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally, and despite React’s best efforts, the Services may contain typographical errors, inaccuracies or omissions. React reserves the right to correct any errors, inaccuracies or omissions, and to change or update information any time without prior notice.

React undertakes no obligation to update, amend or clarify information in the Services, or on any related website, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services, or on any related website, has been modified or updated.

SECTION 10 – PROHIBITED USES

In addition to other prohibitions as set forth here, you are prohibited from using the Services: (a) for any unlawful purpose or act; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate React’s intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet. React reserves the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

SECTION 11 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

React does not guarantee, represent or warrant that your use of the Services will be uninterrupted, timely, secure or error-free.

React does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

React may from time to time remove the Services for indefinite periods of time or cancel the Services at any time, and without notice.

Your use of, or inability to use, the Services is at your sole risk. The Services are provided “as is” and “as available” for your use, without any representations, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall React, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Services, or for any other claim related in any way to your use of the Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content posted, transmitted, or otherwise made available via the Services. Because some states or jurisdictions do not allow the exclusion or the limitations of liability for consequential or incidental damages, in such states or jurisdictions, React’s liability shall be limited to the maximum extent permitted by law.

SECTION 12 - INDEMNIFICATION

Users agree to indemnify, defend and hold harmless React and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to, or arising from, your breach of these Terms of Service., or your violation of any law or the rights of a third-party.

SECTION 13 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 14 - TERMINATION

Your obligations under these Terms of Service shall survive the termination of your use of the Services for all purposes.

SECTION 15 - ENTIRE AGREEMENT

The failure of React to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by React in respect to the Services constitutes the entire agreement and understanding between any User and React and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and React (including, but not limited to, any prior versions of the Terms of Service).

Any alleged ambiguities in the interpretation of these Terms of Service shall not be construed against React.

SECTION 16 - GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws of Pinellas County, Florida, United States.

SECTION 18 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@reactv.com.

Last Updated January 23, 2023