

Privacy Policy and Terms of Service

Effective November ____, 2011

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how we collect and can use information you provide to us. We encourage you to read the Privacy Policy and Terms of Use, and to use it to help make informed decisions.

If you choose to use Cheekadee.com (the "Site"), including any of the features of this site, such as the blog or post, or you provide information to Cheekadee directly or through the site related to Cheekadee's services (collectively, the "Services"), you will be agreeing to abide by all of the terms and conditions of these Terms of Service between you and Cheekadee ("Cheekadee", "us" or "we").

We may change, add or remove portions of these Terms of Service at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms of Service prior to each use of the Site and by continuing to use this Site, you agree to any changes.

If any of these rules or any future changes are unacceptable to you, your sole option is to stop using the Services. Your continued use of the services now, or following the posting of new Terms of Service, will indicate acceptance by you of such rules, changes, or modifications.

We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We may also impose limits on certain features and services or restrict access to parts or all of the Services without notice or liability.

What information do we collect and how do we use it?

We collect information provided to us on the Contact Us page, write a review or enter information on our blog and other user-generated content. We may use this information collected online to contact you out our services or as part of testimonials online and in our advertising. We recognize that we must maintain and use customer information responsibly, and we try hard to do so.

We may, from time to time, combine information you give us online, via mobile devices, or while providing our services with other information we receive, such as photos from you or the photographer from the vent, or during the session to create advertisements and testimonials. By combining this information, we are trying to better capture your experience with us. By providing the information to us you are consenting to this use. If at any time you wish for to stop using the information, please contact us at the address below.

We may disclose information about you as required by law. In addition, we may on occasion share a portion of our postal mailing list with other reputable organizations not owned or affiliated with Cheekadee, such as photographers and hair stylists, who want to market products or services to you. You can always contact us to opt-out of this service. Please be sure to include your full contact information when doing so.

For any information you provide to us, including posting on or for our blog or in testimonials, you give us the permission to do so, including reposting as part of other testimonials. If you send us something about your experience and do not want it used in any testimonials or advertising, or if you do not have the right to have us use it, please let us know. Please do not send us anything that infringes or violates someone else's rights or otherwise violates the law.

Site Usage

The contents of the Site, are intended for your personal, noncommercial use. All materials published by Cheekadee on the Site (including, but not limited to articles, commentary, reviews, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright, and may be owned or controlled by Cheekadee or the party credited as the provider of the Content or that posted the Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Service, or as otherwise provided by the Copyright Laws of the United

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Submissions Including Comments, Reviews and More

You shall not upload to, or distribute or otherwise publish on to the Services any libelous, defamatory, abusive, obscene, pornographic, or otherwise illegal material.

You agree that you will not threaten or verbally abuse Cheekadee or other users of the Service, use defamatory language, or deliberately disrupt discussions with repetitive messages, incoherent or irrelevant messages or spam.

You agree not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and permanent suspension of access to all or part of the Services.

Cheekadee appreciates that people blogging may at times disagree, but personal attacks are a direct violation of these Terms of Service and are grounds for immediate and permanent suspension of access to all or part of the Service, and other legal actions.

The Services shall be used only in a noncommercial manner. You shall not, without the express approval of Cheekadee, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services.

You acknowledge that any submissions you make to the Services (i.e., user-generated or user-controlled content including but not limited to: comments, forum messages, reviews, text, video, audio, images and photographs, as well as computer code and applications) (each, a "Submission") may be edited, removed, modified, published, transmitted, and displayed by Cheekadee and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made to the Services may also be made republished by Cheekadee through other formats, including print format, and you consent to such republication.

You grant Cheekadee a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to the Submissions, which includes without limitation the right for Cheekadee or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, video, mobile, digital, thumbnail, scanning, print advertisement, or other technologies) in any form or media now known or hereinafter developed, any Submission posted by you on or to the Services, including any Submission posted on or to the Services through a third party.

You are solely responsible for the content of your Submissions. However, while Cheekadee does not and cannot review every Submission and is not responsible for the content of these messages, Cheekadee reserves the right to delete, move, or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws or of these Terms of Service, or otherwise unacceptable.

By making a Submission, you are consenting to its display and publication on the Site and in the Services

and for related online and offline promotional uses.

The Services may contain links to other related World Wide Web Internet sites, resources, and advertisers. Since we are not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to the site administrator or Webmaster of such site.

Representations and Warranties

You represent, warrant and covenant (a) that no materials of any kind submitted by you or under your direction will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least thirteen years old. You hereby indemnify, defend and hold harmless Cheekadee and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user that access under your name or account of these Terms of Service or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. Cheekadee reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

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How to Report Claims of Intellectual Property Infringement or other Violations

We are committed to protecting the intellectual property of third parties. If you hold rights to any information used by Cheekadee, including posted on this site, please contact us at the address below, and provide us with detailed information on the right that has been violated, including proof of ownership.

Miscellaneous

These Terms of Service have been made in and shall be construed and enforced in accordance with Pennsylvania law. Any action to enforce these Terms of Service shall be brought in the federal or state courts located in Pennsylvania.

All communications related to these Terms of Services or our Privacy Policy must be sent to:

Cheekadee
PO Box 9966
Philadelphia, PA 19118
Attention: Legal