

Terms of Use

These terms are effective immediately and may be updated as necessary.

These Terms of Use govern your use of the Traveling Diary Tour platform, Traveling Diary Tour, Traveling Diary Submissions, and all affiliated programming including, but not limited to The Traveling Diary Tour, Sisterhood of Stories, www.theTravelingdiarytour.com (collectively, "The Traveling Diary"). When you submit to any of the Traveling Diary platforms, websites, community events or attend a Traveling Diary Tour gathering, you agree to these terms.

The Traveling Diary and all iterations of the Traveling Diary is a Monkeybread Publishing Inc., product. These Terms of Use associated with The Traveling Diary constitute an agreement between you and Monkeybread Publishing Inc.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.

The Traveling Diary Platform

We agree to provide you with access to the Traveling Diary in addition to additional community engagements provided by us that are related to The Traveling Diary. The Service includes all of the Traveling Diary products, features, applications, services, technologies, and gatherings that we provide to advance our mission: To provide spaces of belonging and creativity for women who seek unique engagement and who prefer our solution over available alternatives because we foster authenticity. The Service is made up of the following aspects (the Service):

Offering opportunities to create, connect, communicate, discover, and share via a sisterhood of stories related to lived experiences.

Our goal is to foster a positive, inclusive, and safe environment.

We will work to combat any abuse and violations of our Terms and policies, as well as harmful and deceptive behavior. This is a community of trust.

We will make our best efforts to try to keep our platform secure.

We also may share information about misuse or harmful content with law enforcement.

We respect your rights and will operate with a Data policy respectful of your rights.

Your Commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the Traveling Diary community.

- You must be at least 18 years old.
- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- You must not be a convicted sex offender.

How You Can't Use Traveling Diary Tour platform.

Providing a safe and open Service for a broad community requires that we all do our part.

- You can't impersonate others or provide inaccurate information.
- You don't have to disclose your identity, but you must provide us with accurate and up to date information (including registration information). Also, you may not impersonate someone you aren't, and you can't submit for someone else unless you have their express permission.
- You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.
- You can't violate (or help or encourage others to violate) these Terms or our policies, including in particular the Traveling Diary Community Guidelines, Terms of the Release, or Traveling Diary platform Policy.
- You can't do anything to interfere with or impair the intended operation of the Service.
- You can't attempt to create accounts or access or collect information in unauthorized ways.
- This includes, but is not limited to creating accounts or collecting information in an automated way without our express permission, photocopying the Traveling Diary, or Destruction of the Traveling Diary when it is sent to you.
- You can't keep the physical Traveling Diary for longer than three (3) days.
- You can't attempt to buy, sell, or transfer any aspect of your membership or account (including your username) or solicit, collect, or use credentials (of any type) of other users.
- You can't submit private or confidential information or do anything that violates someone else's rights, including intellectual property.

Permissions You Give to Us.

As part of our agreement, you also give us permissions that we need to provide the Service.

- All of the terms of the Release are incorporated herein for reference and by submitting to the Traveling Diary platform and all of its affiliates you accept the terms of the Release.
- We claim ownership of your content once submitted to the platform, and if that ownership is not permitted by law; you grant us a license to use your content once submitted to the platform.
- When you submit content that is covered by intellectual property rights (like writings, photos, or videos) on or in connection with our Service, you hereby grant to us an exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, sell, and create derivative works of your content.

Permission to use your name, picture, and submitted information.

- You give us permission to show your name, any submitted pictures, and your Traveling Diary submission without any compensation to you.

Additional Rights We Retain

- We retain all rights to our content.
- You can only use our intellectual property and trademarks or similar marks as expressly permitted by our Community Guidelines or with our prior written permission.

Community Removal

We can remove any content or information you share on the Traveling Diary platform if we believe that it violates these Terms of Use, our policies (including our Traveling Diary Community Guidelines), or we are permitted or required to do so by law. We can refuse to provide or stop providing all or part of the Service to you (including terminating your access to the community) immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies (including our Community Guidelines), if you repeatedly infringe other people's intellectual property rights, misuse community members personal information, or where we are permitted or required to do so by law.

Our Agreement and What Happens if We Disagree

Our Agreement.

- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.

Who Has Rights Under this Agreement.

- This agreement does not give rights to any third parties.

- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Who Is Responsible if Something Happens.

- Our Service is provided "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- We don't control what people and others do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content).
- We aren't responsible for services and features offered by other people or companies, even if you access them through our Service.
- Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when or if we use your content. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100.
- You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

How We Will Handle Disputes.

- Except as provided below, you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Traveling Diary ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted; you and we may bring a claim only on your own behalf and cannot seek relief that would affect other Traveling Diary users and/or participants. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court.
- All other claims (or requests for relief) remain subject to this provision.
- Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgment to a court of general jurisdiction),

then the claims must be resolved by binding, individual arbitration. The American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules. You and we expressly waive a trial by jury.

- The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways. In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.
- This arbitration provision is governed by the Federal Arbitration Act.
- You can opt out of this provision within 30 days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, email address or phone number you use for your submission profile, and a clear statement that you want to opt out of this arbitration agreement, and you must send them here: SUBJECT LINE: ARBITRATION OPT OUT/10 Ward Place, Montclair, NJ 07042.
- Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, a copy of your submission information (i.e. narrative, picture, etc.), email address or phone number you use for your Traveling Diary submission, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed to Monkeybread Publishing Inc. ATTN: Traveling Diary Submission Arbitration Filing, MonkeyBread Publishing Inc 10 Ward Place, Montclair, NJ 07042. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Traveling Diary account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.
- You will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration brought. If this provision is found to be invalid or not permissible by the state law, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.
- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the state court of New Jersey in Essex County. You also agree to submit to the personal jurisdiction of this court for the purpose of litigating any such claim.
- The laws of the State of New Jersey, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

Unsolicited Material.

- We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

Updating These Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. We will notify you as required by law to changes to these Terms. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, do not submit your material to this platform.