

# *Wizards, Witches, Muggles (& Squibs) Against Cancer* *Community Guidelines and Terms of Service*

The following terms and conditions constitute an agreement between you and the Wizards, Witches, Muggles (& Squibs) Against Cancer Community (WWMSAC or Community hereafter), including that you consent to the information practices disclosed in our Privacy Policy, which is available on our page, and that you are agree to comply with applicable laws, governed and interpreted by all countries involved. Please note that we offer the community “as is” and without warranties which means we cannot be held responsible for availability of the community. If you are registering an account or using the Community on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept these Terms of Use on such individual’s or entity’s behalf. Before you may join our community, please carefully go through the Terms of Use contained in, and the linked Privacy Policy including, without limitation, and any and all other applicable operating rules, policies, price schedules and other supplemental Terms of Use or documents that may be published from time-to-time, all of which are expressly incorporated herein by reference (collectively, the “Agreement”)

**TL; DR:By continuing on our site you agree that:**

- 1. You are creating this account for yourself OR you are authorized to create that person’s account.**
- 2. You agree to ALL of these Terms of Service points as well as our Privacy Policy which is linked above. If you do not agree to ALL of it, you are not authorized in our community or to participate in our events.**

## **Basic Info:**

This Agreement constitutes the entire and only agreement between you and WWMSAC with respect to your use of the WWMSAC Community, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. This Agreement defines the Terms of Use under which you are allowed to use the Community and describes the manner in which we shall treat your account while you are registered as a User with us. If you have any questions about any part of this agreement please contact us at [WWMSAC@gmail.com](mailto:WWMSAC@gmail.com).

This applies to all activities of the community including fundraiser events, contests, and special sales as well as comments and interactions between members. Any people who use this community are referred to as “you” or “user” throughout this agreement

The services may change at the sole discretion of WWMSAC, and the Agreement will apply to your current visit and your use of the Community at any given point in time in the future.

**TL; DR:**

**If you are a user, you are referred to as “You”, “User” or “Member” throughout. Only this agreement matters and it replaces any other agreements that may have been established in the past and it applies to all current and future areas and use of the community.**

## **What if we modify this Agreement?**

As stated above we reserve the right to modify this agreement at our discretion without specific notice to you. We will however post the latest agreement to our community and it will be up to you to review prior to using our services/community.

**TL; DR:**

**We can change this agreement at any time but we will post the new agreement. By continuing to use the community you agree that you will review these when posted and agree to the changes.**

## **What about medical advice/medical endorsements?**

There may be information shared on this site that deals with medical situations or diseases. However, we are not a medical site. We are a site for the promotion of making the world a more magical place. We work with other charities to help cancer survivors and caregivers. All information is for educational/informational purposes only and is not a substitute for medical advice, diagnosis or treatment provided by a qualified health care provider. Your reliance on any information (including any links to third party sites containing any information about health care providers) or content provided on the Community, whether or not it is provided by a health care provider, is solely at your own risk. You should always seek the advice of your health care provider for any questions you may have about your own medical condition.

WWMSAC is not a medical site, we do not endorse any particular doctor, health center, hospital, or provider of health services; nor does WWMSAC make any representation about the quality of health services or the qualifications of any doctor, health center, hospital, or provider of health services. Any and all such recommendations are from third parties and are inherently subjective in nature, could be inaccurate or incomplete, and are difficult or impossible to verify. Therefore, WWMSAC expressly disclaims any representation or warranty that such recommendations or other User Content are

correct or reliable. UNDER NO CIRCUMSTANCE SHALL WWMSAC HAVE ANY LIABILITY TO YOU FOR ANY RELIANCE ON INFORMATION CONTAINED ON OR OBTAINED THROUGH THIS COMMUNITY. SUCH RELIANCE SHALL BE SOLELY AT YOUR OWN RISK.

**TL; DR: We are not a medical site. We are not doctors or medical profession and any medical points made are for general informational purposes. See a medical professional for ACTUAL medical advice. It is the internet so take any medical points with a grain of salt and AT YOUR OWN RISK**

## **What about licensing for the community?**

WWMSAC provides you with a worldwide, nonexclusive, nontransferable, revocable, limited license to access and make personal use of the perks of this Community, strictly subject to and in accordance with this Agreement. WWMSAC reserves the right to terminate this license at any time and for any reason. Your failure to comply with this Agreement will result in automatic termination of this license, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control and dispose of your membership card. Your perks will immediately be cancelled. Except for the limited license set forth in this Agreement, WWMSAC does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights or other proprietary or intellectual property rights.

**TL; DR: You can enjoy the perks of this community as long as you follow this agreement. This is an open contract which can be terminated at any time and for any reason. We do not extend rights or licenses for any items on this community.**

## **Can you follow these Rules??**

1. There is NO Spam allowed. This includes auto posts about MLM sales, 'great deals' on shoes/clothes/etc, outside not related fundraisers or solicitations, or any kind of contests/posts that do not have to deal with the topic at hand. While we love robots they are not allowed to post in our community. You agree that you will not post anything that is not related to the content at hand without WWMSAC's prior written permission. If you feel that your post is applicable, message us before posting;
2. You shall not use this Community in any manner that could harm, infect, take over, disable, overburden or otherwise impair any of our (or any user's) computer systems, including, the servers, networks and other components connected to or used for this Community. Stay on your own computer!
3. You shall not interfere with any other party's use and enjoyment of this Community or any of the Content, information or services provided on this

Community. This included bullying, shaming, or disrespecting other members. Be a good person, make the world more magical by being kind to each other;

4. You shall not upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment. You shall not attempt to gain unauthorized access to any services, accounts, computer systems or networks connected to any server used for this Community, through password mining, hacking or any other means. You shall not seek to gain access to any materials or information through any means not intentionally made available by us or other users. Don't hack anyone or try to gain access to materials that are NOT yours;
5. You shall not reproduce, duplicate, copy, download, sell, resell or otherwise exploit this Community, or any portion hereof, for commercial purposes without WWMSAC's/the member's prior written consent;
6. You shall not make any use of the trademarks, service marks, trade names, logos and graphics created by without WWMSAC's prior written consent. We do not claim ownership over previously copyrighted, trademarked or otherwise claimed. We are a fan site inspired by the works of others and we place no claim over their right holdings and we are not responsible for any use of these elements. You are responsible for any used copyright/trademark/owned elements you post. WE ARE A FAN BASED INSPIRED ARTWORK SITE.
7. You agree to not collect information for other members without prior approval from that member. We are NOT responsible for any interactions outside of our community as these guidelines only apply to your interactions here. Give out your information AT YOUR OWN RISK.

**TL; DR: Don't be a jerk. Don't Spam. NO Robots or autoposts. Don't do anything illegal including hacking, mining, catfishing or other deceitful, disingenuous actions. Don't ruin other's fun. Don't post irrelevant comments/posts and don't take or use things that are not yours. If you cannot follow these rules, DO NOT join our community. We are a Fan based inspired site and we do not claim ownership on the original works that inspired these works.**

## **How about some more info about your community account?**

In order to use some of the features on this Community, you are required to register and provide information about yourself to us. It is your responsibility to maintain the confidentiality of your Community information, including any passwords or secret

question in the future. In addition, you are responsible for all activities that occur in connection with your Community account. You must tell us right away about anyone using your Community account. without your consent, or any security breach that relates to the Community or your Account. You agree to provide WWMSAC with accurate, current and complete information about you, in any registration forms on the Community and promptly update any such information to keep it accurate, current and complete. WWMSAC reserves the right to refuse to provide services to anyone, including terminating your Community account and/or preventing you from accessing the Community or your account, with or without cause, at any time and in its sole discretion.

By using the Community, you consent to receive emails from WWMSAC, unless you opted out during sign up. You may change such preferences by the unsubscribe link or by emailing us at WWMSAC @ gmail.com. Please note that as long as you maintain a membership with us, you may not “opt out” of receiving order-related emails from WWMSAC and all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**TL; DR:**

**You need to provide information in order to sign up for our community. It is your responsibility to make sure it is accurate and up to date and maintained confidentially. We reserve the right to terminate any account for any reason at our discretion. You can opt out of all communications EXCEPT order related contact.**

**BREAKDOWN:**

**DO IT:**

1. Be kind to each other, we do not tolerate hate speech, hurtful comments, or trolling behavior on our community.
2. Post in English. We apologize but all posts must be in English. If you post in any other language your post will be deleted.

**TL; DR: Post in English, I am only slightly skilled in Japanese and not nearly enough to monitor the site. Be kind to each other. We have a sense of humor but if you are being a jerk; you WILL be banned. We determine what gets you banned.**

**DON'T DO IT:**

1. Don't post any material which is defamatory of any person; which is obscene, offensive, hateful or inflammatory (WWMSAC reserves the right to determine on a case by case basis). Don't post any sexually explicit posts or posts that incite violence or discrimination (including but not limited to, that which is based on

race, sex, religion, nationality, disability, sexual orientation or age.)

2. Don't infringe any copyright, database right or trade mark or any other proprietary rights of any other person.
3. Don't post to deceive others this includes creating any contracts or impersonation to con, scam or generally betray others.
4. Don't post any unsolicited promotions, political campaigning, advertising or solicitations without previous written approval from WWMSAC.
5. You must not use this Community for any purpose which is in violation (or which is, or is likely to, cause us to be in violation) of any applicable laws or regulation in the United States of America as well as your own country if different.

**TL; DR:No defamatory, derogatory, obscene or hateful comments. We reserve the right to determine what qualifies. No Copyright infringement of others. Don't steal from others. NO Deceit or impersonation. No unsolicited promotions/political campaigns/solicitations without approval. Don't break the law or try to drag us to break the law with you. By Agreeing to this terms , You accept all responsibility for your actions.**

**TL:DR;**

**Be good. Follow the rules and you can be a part of our community. By accepting this ToS, you agree to**

- 1.) Represent that any contribution you make to the Support Group will comply with the standards set out above, and you will be liable to us and be responsible for any loss or damage we suffer as a result of your breach of this representation. For your safety we advise that you never reveal any personal information about yourself or anyone else on the Community. While the administrators and moderators will attempt to remove or edit any generally objectionable material as quickly as practicable, it is not possible for us to review every message. Therefore, you acknowledge that all posts made express the views and opinions of the author. The views expressed by other users on our Community do not (necessarily) represent our views or values. If you have any concerns regarding a post or comment on our forum then please email us at [WWMSAC@gmail.com](mailto:WWMSAC@gmail.com) to help bring it to our attention.

**TL; DR: You agree to only post things that match the standards and guidelines in this ToS. You are responsible for your own posts and if you see any posts that do not match our values, please email us at [WWMSAC@gmail.com](mailto:WWMSAC@gmail.com).**

## **How do we handle Bans and Terminations?**

We will determine, at our discretion, whether there has been a breach of our Terms of Use through your use of our Community. When a breach of this Agreement has (in our view) occurred, then we may take such action as we deem appropriate, which may include our taking any or all of the following actions:

1. Immediate, temporary or permanent withdrawal of your right to use our Community (including the Support Group).
2. Immediate, temporary or permanent removal of any posting or material uploaded by you to our Community (including the Support Group).
3. Issuing a warning to you.
4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
5. Further legal action against you.
6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are examples, and we may take such other actions as we may reasonably deem appropriate.

## **What do we not tolerate in our Community?**

The Community includes areas in which users may post content and information, including personal and business profile data, messages, comments, data, text, photos, videos, blogs, graphics or other materials (the "User Content"). You are solely responsible for your use of such areas and use them at your own risk. By using the Community, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Community any of the following:

1. User Content that is false, misleading, unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
2. User Content that is graphically nude. We at WWMSAC allow users to share nudity for valid reasons only and where the intent is to protest, raise awareness for a specific educational or medical cause. Wherever such intent is reflected, we allow the content on our webcommunity.

Other than that, we strictly prohibit and restrict our users to post adult and nude content that is pornographic or intended to cause sexual arousal.

The nudity includes but limited to content displaying sexual intercourse, depictions of

animals with human-like features, cartoons, hentai or anime, genitals, female nipples and close-ups of fully nude buttocks. However, we do allow users to share photos of post mastectomy scarring and women actively breastfeeding. For safety reasons, we may also remove images that show nude or partially-nude children even if they are shared with good intentions as they can be misused by others.

3. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, violate any applicable rules of professional conduct or that would otherwise create liability or violate any local, state, national or international law or regulation;
4. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content as provided under this Agreement;
5. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
6. Unsolicited promotions, political campaigning, or advertising or solicitations;
7. Viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files; and
8. User Content that, in the sole judgment of WWMSAC, is objectionable or which restricts or inhibits any other person from using or enjoying the Community, or which may expose WWMSAC or its users to any harm or liability of any type.

WWMSAC takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is WWMSAC liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Any use of the Community in violation of the foregoing violates this Agreement and may result in termination or suspension of your right to use the Community.

WWMSAC reserves the right to restrict or remove any User Content posted or stored on the Community at any time and for any reason without notice.

**TL; DR:We are not responsible for the content that is posted here. Don't post bad things to our community, including all nudity that is not done in protest or for breastfeeding. Don't post viruses/spyware/harmful materials or political advertising posts/MLM/promotions/advertisement. Don't infringe on another user in any way.**

## **What about links to other sites/sites linking to WWMSAC Community?**

The Community may contain links to other Sites maintained by third parties ("Third Party Sites") or you may be able to log into the Community through a Third-Party Site. Third Party Sites are not under the control of WWMSAC and WWMSAC does not endorse or assume any responsibility for the content, information or functionality of any



Third-Party Site. As a result, your access or use of any Third-Party Site is at your own risk and these Terms, Privacy Policy and any other policies do not apply or govern any Third-Party Site. You expressly relieve WWMSAC of any and all liability related to the functionality, content or information contained on any Third-Party Site. In addition, your dealings with or participation in promotions of third parties found on the Community, including payment and delivery of goods or services or any other terms (such as warranties) are solely between you and the third parties. You agree that WWMSAC shall not be responsible to you for any loss or damage of any kind relating to your dealings with such third parties.

**TL; DR: Anything you do outside of our site, even if linked on our community is on you. We are not responsible for it and you use them at your own risk.**

## **What about protections?**

You acknowledge and agree that the WWMSAC Services and any software used in connection with the WWMSAC Services (“Software”) contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that the WWMSAC Content is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by us or the applicable licensor, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform, create derivative works from, or “scrape” for commercial or any other purpose, the WWMSAC Services or the Software, in whole or in part. Any use of the WWMSAC Services not expressly permitted by this Agreement is a breach of this Agreement and may violate our and third parties’ intellectual property rights. Please contact us if you have an idea of how to use our protected items in a creative Fair Use style.

**TL; DR: Everything is protected by someone so don’t modify it, steal it, or do anything for commercial purposes.**

## **And what about trademarks?**

Unless otherwise disclosed, all of the trademarks, service marks, and logos displayed on our sites are registered and unregistered trademarks of WWMSAC, its affiliates, or other parties. Nothing on our sites should be construed as granting, by implication, estoppels, or otherwise, any license or right in and to the Trademarks without our express written permission or the express written permission of the applicable trademark owner

**TL; DR: What is ours is ours and what is a third party's is a third party's. You only own your OWN things.**

## **And Copyright Content?**

The Content on the WWMSAC Community is copyrighted by WWMSAC, or by other entities that have licenses or trademarks in their own states/countries. It is protected by copyright and trademark laws therein. You may not reproduce, republish or redistribute material from the WWMSAC Community without express written consent of WWMSAC or of the copyright holder, if the copyright holder is not WWMSAC. We are a fan inspired site and we also do not claim ownership for any held copyrights/trademarks.

**TL; DR: Copyright materials are held by the individual artists or companies. We are a fan inspired site and we only claim copyright to our own original creations.**

## **What kind of legal actions can be taken?**

You agree to defend, indemnify, and hold harmless WWMSAC, any known affiliates, from and against any claims, damages, cost, liabilities and expenses (including, but not limited to, advocates' fees) arising out of or related to any User content you post, store, or otherwise transmit on or through the Community, or your use of or inability to use the Community or the Service including, without limitation, any actual or threatened suit, demand, or claim arising out of or relating to User content, your conduct, your violation of these Community Terms, or your violation of the rights of any third-party.

**TL;DR: If you break the rules you are on your own, WWMSAC and any others associated with this account will be held blameless. So, don't break the rules!**

## **What are the liability limitations?**

In no event, including but not limited to negligence, shall WWMSAC, or anyone associated with it (collectively, the "Protected Bodies") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Community or the content, materials and functions related thereto, the Services, User's provision of information via the Community, lost business or lost End-Users, even if such Protected Body has been advised of the possibility of such damages. In no event shall the Protected Bodies be liable for:

1. provision of or failure to provide all or any service by Professionals to End- Users contacted or managed through the Community;

2. any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Community;
3. any unauthorized access to or alteration of your transmissions or data; or
4. any other matter relating to the Community or the Service.

**TL;DR: We aren't responsible for bad things that could happen including not being able to access this community or unauthorized access to your data unless it is due to negligence on our part.**

## **What kinds of warranties are offered?**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE COMMUNITY IS AT YOUR SOLE RISK. ALL CONTENT AND SERVICES ON THE COMMUNITY IS PROVIDED SOLELY ON AN 'AS-IS/AS-AVAILABLE' BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

WE DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR SERVICES AND WE DO NOT GUARANTY IN ANY SERVICES OR GOODS ASSOCIATED WITH THE COMMUNITY WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY SERVICE OR GOOD WILL CONTINUE TO BE AVAILABLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE COMMUNITY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**TL;DR: Sorry it is in all caps but it is important. This says we are responsible for the behavior of others on our site so if you download a virus and it breaks your computer, it is on you.**

## **Can you get a Waiver?**

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by WWMSAC. Any consent by WWMSAC to, or a waiver by WWMSAC of any breach by User, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**TL; DR:There is no waiver for this agreement.**

## **What about the severability clause?**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall apply only to such provision. The illegality, invalidity, or unenforceability of such provision shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision, and this Agreement generally, shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the Parties as expressed in this Agreement. The fact that any provision of this Agreement is held to be illegal, invalid or unenforceable in a particular jurisdiction shall have no effect upon the legality, validity, or enforceability of such provision in any other jurisdiction.

**TL; DR: If any piece of the agreement is found to be illegal or invalid, it does not affect the rest of the contract.**

## **What if I have a dispute?**

Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, or your use of the Community or the Services or information to which it gives access, shall be determined by arbitration, before a sole arbitrator appointed by WWMSAC. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration. The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) and the parties shall be bound by any and all rules of ARS and any award/decision rendered. ARS rules can be found at [www.arbresolutions.com](http://www.arbresolutions.com). Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Any such arbitration shall be conducted by an arbitrator experienced in Internet and Commercial Law and shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

**TL; DR: If you have any disputes/claims/controversies that come from this agreement you agree to handle it through arbitration services and you agree to their decision.**

## **Final Notes**

This Agreement and its Exhibit(s) constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all existing or prior agreements and communications, whether written or verbal, relating to the subject matter hereof. No modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party.

**TL; DR: You agree to this whole agreement before you use our community and it replaces any previous agreement that may have been made.**

