

User Content Usage Terms

Terms of Use

Please carefully review these Terms of Use before providing your approval. By replying #PowerToThePen, you consent to the conditions outlined below. The terms "You" or "Your" refer to the individual rights holder of the Content that is the subject matter of these Terms.

Content Sharing Request

Pilot Pen, including its parent company Pilot Corporation and its affiliates and subsidiaries (collectively referred to as "Company"), is interested in the content recently published by You through one or more third-party sites or platforms. The Company would like to request Your permission to share Your content. Please review these Terms to decide whether You wish to grant the Company the rights and permissions set forth herein.

Content Definition

As used herein, the term "Content" shall refer to any picture, graphic, drawing, image, illustrations, text, video recordings, sound recordings, or other material You have posted online or through social media platforms.

License Grant

Pilot Pen does not claim ownership rights in Your Content. However, by agreeing to these Terms, You hereby grant to the Company, its parent, affiliates, subsidiaries, successors, and assigns, an irrevocable, paid-up, non-exclusive, worldwide, sub-licensable, transferable, and royalty-free license to use the Content for the purpose of marketing, distributing, and selling products or services, or for other promotional or informational purposes, including but not limited to use in social media, website, and email, for a perpetual term. You understand that the Company may edit the Content for marketing purposes with Your written approval.

Warranties and Representations

By agreeing to these Terms, You warrant and represent that:

- (a) You are the sole owner of the Content, including all copyright rights therein;
- (b) You have the authority to agree to these Terms and provide the rights granted hereby;
- (c) You and any persons appearing in the Content are residents of the relevant jurisdiction;

(d) You and any persons appearing in the content are at least 18 years of age or the age of majority, and you have obtained any necessary releases from any person(s) appearing in the Content;

(e) This License does not infringe any third party's rights;

(f) There are no pending or threatened lawsuits concerning any aspect of the Content;

(g) You have obtained any necessary releases from the owner of any property in the Content, and the consent or permission of no other party is required in connection with the use of the Content.

Waiver and Discharge

You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding the Content that You may have under any applicable law under any legal theory. You hereby waive, discharge, and agree to hold the Pilot Pen harmless for any and all claims against the Company for payment, or claims relating to copyright infringement and/or any invasion or misappropriation of the right of privacy or publicity, or any other claim arising out of the use of the Content.

Privacy Policy

Please see our Privacy Policy for information regarding the collection and use of personal information: <https://pilotpen.us/TextPageContent?pageName=privacy>

Dispute Resolution

Any dispute or claim relating to these Terms will be resolved by binding arbitration, except that You may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms.

Acceptance

By replying #PowerToThePen to these Terms, You unconditionally accept them, and these Terms constitute the entire understanding of the parties with respect to the subject matter therein. This License may not be amended or rescinded except by a writing signed by the parties. Removing Your consent from the platform on which it was originally provided shall not serve to void, terminate, or alter these Terms or the enforcement thereof. This License shall be binding upon and inure to the benefit of the parties and their respective successors and heirs. If You do not own or have authorization to grant the rights and permissions described herein and/or do not want to grant the Company such rights, do not accept these Terms.

Procedure for Copyright Infringement Claims

Notification must be submitted to the following Designated Agent:

- Service Provider(s): Pilot Corporation of America
- Name of Agent: Scott Padgett, Rogers Towers Law
- Full Address: 3855 Regent Blvd., Jacksonville FL 32225
- Telephone Number: 904-645-9999
- E-mail Address: pilotmarketing@pilotpen.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that allegedly infringed;
2. Identification of the copyrighted 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;
3. 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 the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. 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;
6. 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.