

Terms of Use

rickcomaduran.com

Effective Date: 11 September 2026

Please read these Terms of Use carefully before accessing or using this website. By using rickcomaduran.com, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, please discontinue use of the website immediately.

1. Introduction & Acceptance of Terms

Welcome to rickcomaduran.com (the "Website"). These Terms of Use (the "Terms") govern your access to and use of this Website and any content, features, or services made available through it.

By accessing, browsing, or otherwise using this Website, you agree to be legally bound by these Terms, which take effect on the date set out above. If you are accessing this Website on behalf of an organisation or third party, you represent that you have the authority to bind that entity to these Terms.

Your continued use of the Website following any updates or modifications to these Terms constitutes your acceptance of the revised Terms. It is your responsibility to review these Terms periodically.

2. Who We Are

This Website is owned and operated by:

Detail	Information
Owner	Rick Comaduran
Location	San Diego, California, USA
Website	rickcomaduran.com
Contact Email	rick@rickcomaduran.com

If you have any questions or concerns regarding these Terms or the Website, you are welcome to contact Rick Comaduran using the details above or via the contact page at rickcomaduran.com.

3. Use of the Website

You are granted a limited, non-exclusive, non-transferable, and revocable licence to access and use this Website for lawful personal purposes, subject to these Terms.

Age Requirement. In accordance with the Children's Online Privacy Protection Act (COPPA), users must be at least **13 years of age** to access or use this Website. If you are under 13, you must not use this Website. Users between the ages of 13 and 17 should review these Terms with a parent or legal guardian.

Prohibited Uses. When using this Website, you must not:

- Use the Website for any purpose that is unlawful under applicable federal or California state law;
- Upload, transmit, or distribute any malicious software, viruses, or harmful code;
- Scrape, harvest, or collect data from the Website by automated means, without prior written authorization;

- Impersonate any person or entity, or falsely represent your affiliation with any person or organization;
- Infringe the intellectual property rights, privacy rights, or any other rights of Rick Coma Duran or any third party;
- Engage in any conduct that disrupts, damages, or impairs the functionality or security of the Website;
- Post or transmit any content that is defamatory, obscene, abusive, hateful, or otherwise objectionable.

Rick Coma Duran reserves the right to investigate and take appropriate legal action against anyone who, in his sole discretion, is found to be in violation of these Terms.

4. Intellectual Property

All content published on this Website — including but not limited to text, articles, images, photographs, graphics, logos, icons, layout, design, source code, and other materials (collectively, "Content") — is the exclusive property of Rick Comaduran or his licensors, and is protected by applicable copyright, trademark, and intellectual property laws in the United States, the State of California, and internationally.

You are permitted to view and access the Content solely for your personal, non-commercial use. You must not, without prior written permission from Rick Comaduran:

- Reproduce, copy, or duplicate any part of the Content;
- Distribute, publish, or communicate the Content to any third party;
- Modify, adapt, or create derivative works based on the Content;
- Use the Content for any commercial purpose or public display;
- Remove or alter any copyright, trademark, or other proprietary notices from the Content.

Any unauthorized use of the Content may constitute a violation of applicable intellectual property laws and may give rise to a claim for damages. Permission requests may be directed to santosgroup@msn.com.

5. User-Generated Content

Where the Website permits you to submit, post, or transmit content — such as comments, messages, feedback, or other materials ("User Content") — you retain ownership of any intellectual property rights you hold in that content. However, by submitting User Content, you grant Rick Coma Duran a **non-exclusive, royalty-free, worldwide, perpetual licence** to use, reproduce, modify, publish, and display that content in connection with the Website and its promotion.

You are solely responsible for your User Content. By submitting content, you represent and warrant that:

- You own or have the necessary rights and permissions to submit the content;
- The content does not infringe the intellectual property, privacy, or other rights of any third party;
- The content is not offensive, defamatory, illegal, or otherwise in breach of applicable law;
- The content does not contain any unsolicited advertising, spam, or malicious code.

Rick Coma Duran reserves the right to remove or refuse any User Content at his sole discretion, without notice or liability.

6. Third-Party Links

This Website may contain hyperlinks to third-party websites, resources, or services that are not owned or controlled by Rick Comaduran. These links are provided for your convenience and information only.

Rick Comaduran has no control over, and accepts no responsibility or liability for, the content, accuracy, privacy practices, availability, or policies of any third-party websites. The inclusion of a link to an external website does not imply endorsement, sponsorship, or recommendation of that website or its content.

When you leave this Website by following a third-party link, you do so at your own risk. We encourage you to review the terms of use and privacy policies of any third-party websites you visit.

7. Disclaimer of Warranties

To the fullest extent permitted by applicable law, this Website and all of its Content are provided on an **"as is" and "as available"** basis, without any representations or warranties of any kind, whether express, implied, or statutory.

Rick Comaduran does not warrant or represent that:

- The Website will be available at all times, uninterrupted, or free from errors or technical issues;
- The Content is accurate, complete, current, or fit for any particular purpose;
- The Website is free from viruses or other harmful components;
- Any defects or errors in the Website will be corrected.

Any reliance you place on the information provided on this Website is strictly at your own risk. Nothing on this Website constitutes professional, legal, financial, or other specialist advice.

Nothing in this clause affects any mandatory rights or guarantees you may have under applicable federal or California state consumer protection law.

8. Limitation of Liability

To the maximum extent permitted by applicable federal and California state law, Rick Comaduran shall not be liable for any loss or damage arising out of or in connection with your use of, or inability to use, this Website, including but not limited to:

- Indirect, incidental, special, consequential, or punitive damages;
- Loss of data, revenue, profits, goodwill, or business opportunities;
- Damages resulting from your reliance on any content or information provided on the Website;
- Damages resulting from unauthorized access to or alteration of your transmissions or data.

This limitation of liability applies regardless of the legal theory on which the claim is based, even if Rick Coma Duran has been advised of the possibility of such damages.

Statutory rights not affected. Nothing in these Terms limits or excludes any liability that cannot be lawfully limited or excluded under applicable federal or California state law, including your statutory rights as a consumer under California law.

9. Privacy & Data Protection

Your use of this Website is also governed by the **Privacy Policy** of rickcomaduran.com, which is incorporated into these Terms by reference. Please review the Privacy Policy carefully to understand how your personal data is collected, used, stored, and protected.

Rick Coma Duran is committed to handling your personal data in full compliance with applicable United States privacy laws, including:

- **California Consumer Privacy Act (CCPA)** — providing California residents with rights regarding the collection, use, and sale of their personal information;
- **California Online Privacy Protection Act (CalOPPA)** — requiring operators of commercial websites to post a conspicuous Privacy Policy;

- Any other applicable data protection or privacy legislation in force under federal or California state law.

If you have any questions relating to the processing of your personal data or wish to exercise your privacy rights (including rights of access, deletion, or opt-out where applicable), please refer to the Privacy Policy or contact Rick Coma Duran directly at santosgroup@msn.com.

10. Cookies

This Website may use cookies and similar tracking technologies to enhance your browsing experience, analyze Website traffic, and support certain Website functionality. Cookies are small text files placed on your device by your web browser when you visit a website.

The types of cookies used on this Website may include:

- **Strictly Necessary Cookies:** Essential for the Website to function correctly and cannot be disabled;
- **Analytics Cookies:** Used to collect anonymized information about how visitors use the Website, in order to improve its performance;
- **Functionality Cookies:** Used to remember your preferences and settings.

You can control or withdraw your consent to non-essential cookies at any time through your browser settings, or by using any cookie preference tool provided on this Website. Please note that disabling certain cookies may affect the functionality of the Website.

For further information about the cookies used on this Website, please refer to the Privacy Policy.

11. Changes to These Terms

Rick Coma Duran reserves the right to update, amend, or replace these Terms of Use at any time at his sole discretion. Any changes will become effective immediately upon being posted to this page, with an updated effective date clearly indicated at the top of the document.

It is your responsibility to check this page periodically for any changes. Your continued use of the Website after the posting of any revised Terms constitutes your acknowledgement and acceptance of those changes.

Where changes are material, Rick Coma Duran may, where reasonably practicable, provide additional notice to users.

12. Termination

Rick Coma Duran reserves the right, at his sole discretion, to restrict, suspend, or terminate your access to this Website — in whole or in part — at any time, with or without notice, and without incurring any liability to you, for any reason, including but not limited to:

- Breach of these Terms or any applicable law;
- Conduct that is harmful, offensive, or disruptive to the Website or other users;
- Technical, operational, or commercial reasons relating to the Website.

Upon termination, all licenses and rights granted to you under these Terms shall immediately cease. Any provisions of these Terms that by their nature should survive termination shall continue to apply, including but not limited to the sections on Intellectual Property, Disclaimer of Warranties, Limitation of Liability, and Governing Law.

13. Governing Law & Jurisdiction

These Terms of Use and any dispute or claim arising out of or in connection with them — including any non-contractual disputes or claims — shall be governed by and construed in accordance with the **laws of the State of California and the federal laws of the United States**, without regard to any conflict of law principles.

Any disputes arising from or relating to these Terms or your use of the Website shall be subject to the **exclusive jurisdiction of the state and federal courts located in San Diego County, California**. You hereby consent to personal jurisdiction in such courts and waive any objection to the laying of venue in San Diego County, California.

Nothing in these Terms limits any rights that consumers may have under applicable California law, including but not limited to rights available under the California Consumer Privacy Act (CCPA) or other applicable consumer protection statutes.

If a dispute cannot be resolved informally, the parties agree to attempt mediation in good faith before pursuing formal legal proceedings, where practicable.

14. Contact Information

If you have any questions, concerns, or requests relating to these Terms of Use, or if you wish to report a potential breach of these Terms, please do not hesitate to contact Rick Coma Duran using the following details:

Method	Details
Email	rick@rickcomaduran.com
Website	rickcomaduran.com (Contact Page)
Location	San Diego, California, USA

Rick Comaduran will endeavor to respond to all enquiries within a reasonable timeframe.

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