

Personal Terms of Service

Effective November 7, 2021

Hi, my name is charles i. letbetter. No, my name is not capitalized. That is a personal choice reflective of the fact that I am not a capitalist. That doesn't imply devotion to any other particular economic system or theory, just that I have definite opinions about capitalism and the harm it inflicts on society.

You may call me charles, or old man, or Dad if you're more than 20 years my junior, mr. letbetter if our relationship is more formal and business oriented, and terms of endearment are acceptable in most situations. My preferred pronouns are he/him. You can refer to me as liberal so long as no direct political party affiliation is attached. You may not call me Chuck unless we went to high school together. You may not call me Charlie ever under any circumstances. The same applies to any derivative of those names. The use of any derogatory terms in reference to my personage are taken in context to the conversation and are not considered offensive unless delivered with such specific intent.

By interacting with me on any level, you are confirming that you accept these Terms. You also confirm that:

1. You're not a complete asshole and have no particular intention of becoming one;
2. You are not currently engaging in activity that might prove harmful to myself or others;
3. Your intent is not to deceive, embarrass, fool, or inflict hardship upon me or any member of my family; and
4. You are not engaging in any religious proselytization in any form.

These Terms of Service constitute a non-binding casual agreement between you and I, including all conditions and exceptions included below.

Governing Authority/Dispute Resolution

I am the sole and determining authority over my self, my body, my emotions, my health, and my personal interests. I am generally subject to the laws and regulations of the United States, the state of Indiana, Marian county, and the city of Indianapolis but maintain the right to dispute such subjectivity wherein said laws and regulations impose themselves unreasonably upon my person and the inalienable rights of life, liberty, and the pursuit of happiness.

All disputes with me shall be resolved through reasonable and sober conversation void of yelling or any demonstrative gestures or activity. Any dispute arising out of financial concerns, including but not limited to matters of debt, shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to financial disputes, and is entered pursuant to the Federal Arbitration Act.

I will make reasonable attempts to avoid any type of disagreement. However, if any person or corporate entity insists upon being pig-headed, ignorant, racist, homophobic, xenophobic, transphobic, deliberately insulting, exclusively political, aggressively religious, emotionally or physically abusive, knowingly insensitive, or otherwise offensive in any manner, I reserve the right to aggressively challenge such acts utilizing any means of direct, indirect, private, or public communication deemed necessary according to the situation until satisfactory resolution is achieved.

Services/Forms of Interaction

As of the date of this document, I am currently open and willing to provide the following Services:

1. Friend (platonic with long and short term options; benefits provided according to availability and interest)
2. Lover (short term, noncommittal)
3. Play partner (within previously agreed-upon levels of consent)
4. Ally (specific to LGBTQ+ relationships)
5. Parental substitute (limited to persons at least 25 years younger than myself)
6. Therapist (unlicensed, limited to matters of casual advice)
7. Conversationalist (when you really want to talk about a specific topic of mutual interest)
8. Photographer (deprecated January 1, 2022)
9. Digital artist
10. Business marketing consultant
11. Writer (fiction and nonfiction)
12. Taxi (limited to persons sharing the same residence, compensation requested when necessary)
13. Critic
14. Grandparent (limited to offspring of sufficient age and maturity, hint, hint)

I reserve the right to add, subtract, or modify Services as I see fit without any previous warning or indication of interest. Services are provided at-will and may be blocked or discontinued for any person found to be in violation of these Terms. Services may be suspended universally due to extenuating circumstances, random acts of deity, exhaustion, mental or physical illness, inclimate weather, disinterest, scheduling conflicts, surgery, wide-scale frustration, impatience, financial inconvenience, excessive requests, parachute failure, unexpected opportunities, conflicting interests, old age, holiday observances, familial obligations, and/or death.

This list of Services, their qualifications, limitations, and any necessary prerequisites are subject to change without notice, without reason, and without regard to consequences whether personal or external to myself because I alone am in charge of me and will make decisions in the moment based on what I feel is best for the specific situation.

Interaction may take place in person, via text, through any social media to which I am subscribed, and utilizing mutual friends as a means of passing along communication. Do not call

without permission. Ever. Emergencies are an exception, but emergency is defined as a situation in which a family member is in immediate need of assistance and unable to communicate for themselves. Other than that, texting is a more reliable means of interaction.

At no point am I obligated to respond to your attempt at interaction within a given time frame. I reserve the right to turn off all forms of interaction when it suits my needs and desires and no apologies are offered for delays in communication caused by my need to not be bothered for unspecified periods of time. Interacting with me should always be considered a privilege as I regard my interaction with you in the same manner. No one, at any time, under any circumstances, can claim an inherent right to unfettered access to my person or any form of media through which communication might be relayed.

Preference for interaction is given first to immediate family members currently conscious and present, followed by extended family not physically present. Interaction with all others is based on the quality and subject of the communication and may be extended or denied at will.

Using Our Services

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services. You may only use our Services for personal and non-commercial purposes, according to these Terms and the instructions we provide in our Services. All references to our Services include all related content and any other materials used to implement and provide access to our Services, including updates, upgrades, enhancements, modifications, revisions, or additions to our Services we make available to you.

Yes, I copied that paragraph directly from the Samsung Terms of Service because it is 100 percent applicable and I'm going to assume that it's passed through the hands of enough attorneys to be reasonably enforceable. The availability of my Services may depend on one's relative physical proximity to myself as not all Services can be adequately performed in any circumstance other than directly in person. If you find yourself in need of those in-person Services, any related cost and transportation is your responsibility and is not a matter for which I am liable unless agreed to under a separate contract.

User Guidelines

I do my best to make my Services available in reasonable and sustainable quantities so as to maintain the quality of the Services in addition to consideration for my personal health and well being in addition to concerns for the health and safety of my family and our pets. To help me fulfill those Services in the manner desired, you agree that:

1. No means no, even if there had previously been a yes and even if that yes was only five seconds ago.

2. You will not deliberately attempt to use our Services to cheat, steal, misinform, malign, or in any way impugn the integrity of myself or any member of my immediate or extended family.
3. You will make no claim to represent my Services to any third party, known or unknown to myself.
4. You will not infringe upon my human or civil rights, nor the rights of my intellectual property, nor the same or similar rights of anyone else.
5. You will not use my Services in any manner deemed illegal by any authority to which I might be subject without explicit agreement and consent on my part to engage in such activity.
6. You will not use my Services in any manner that could damage, disable, overburden, or compromise my interaction and/or relationship with any other person, known or unknown.
7. You will inform me at your first opportunity upon the discovery that an interaction between us, in-person or through digital media, has inadvertently, without ill intent, exposed me and/or members of my family to any form of disease, virus (biological or digital), infection, allergen, poison, or legal liability, or the explicit or implicit risk of such.
8. You will not engage in the in-person use of these Services if you knowingly are running a fever at or above 101 degrees fahrenheit, infected by any contagion of any kind, under active investigation by legal authorities for crimes classified as a felony, nor any other condition that might cause harm to myself and/or my family and pets.
9. You will communicate prior to any in-person communication if you are missing any vaccination recommended by the American Medical Association for persons of your age and physical condition. Such communication may result in the limitation of in-person Services depending upon the proximity of anticipated interaction.
10. You will not knowingly cause me to ingest more than five grams of sugar nor more than 20 grams of combined carbohydrates in any form without providing sufficient warning of such.
11. You will bathe and groom yourself to a sufficient degree that avoids an unpleasant aroma prior to any in-person interaction unless the conditions of your personal circumstances inhibit such activity.
12. You will not drink the last cup of coffee nor the final shot of scotch without expressed verbal permission to do so.

LIMITATIONS

As of the date of this contract, I am limited by medically diagnosed Type 2 Diabetes, Hypertension, Anxiety, and Chronic Lymphocytic Leukemia (CLL). These conditions may at times limit what food and drink I can safely consume, my levels of physical activity, and determine specific sleep minimums. These conditions do not generally impact nor interfere with the Services described herein. Should such a situation arise, communication of such limitations will be made at the earliest possible opportunity in private and/or public formats. Changes in these conditions and limitations will be noted in updates to these Terms.

DISCLAIMER OF WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND FROM US, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR OTHER VIOLATION OF RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR AFFILIATES SHALL BE DEEMED TO ALTER OUR DISCLAIMER OF WARRANTY REGARDING OUR SERVICES, OR TO CREATE ANY WARRANTY OF ANY SORT FROM US.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS, OPPORTUNITY, OR DATA, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY OTHER INTANGIBLE LOSSES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO SPECIFIC SERVICES EXCEED THE AMOUNT YOU PAID US FOR SUCH SPECIFIC SERVICE. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND EVEN TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR PERSONAL INJURY OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ARE REASONABLE GIVEN THE BENEFITS OF THE SERVICES AND YOU WILL ACCEPT SUCH RISK AND/OR INSURE ACCORDINGLY.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us, our licensors, our agents, and all officers, directors, and employees from any and all third party claims, actions, losses, damages, liabilities, judgments, grants, costs, and expenses (including reasonable attorneys’ fees) arising from: (i) your use of our Services or use by any person that you allow to use our Services that is

not in accordance with these Terms, (ii) any breach of this Agreement by you or by any person that you allow to use our Services, or (iii) any violation of any laws or regulations or the rights of any third party by you or by any person that you allow to use our Services.

TERMINATION AND SURVIVABILITY

You may terminate these Terms at any time by ending any and all contact and communication with us and our immediate family.

I may terminate these Terms or suspend or limit your access to my Services if we determine that you have violated these Terms, you demonstrate that you do not intend to comply with these Terms, I decide to end any individual Service, I am required by Law to end any specific Service, or I die.

Any provisions within these Terms that by their nature should continue to be in effect shall survive the extermination of these Terms regardless of the means by which they were dissolved.

Upon the event of my inevitable death, all rights, copyrights, trademarks, and any other intellectual property shall remain the jurisdiction of my surviving family. No rights to access are extended unless specifically spelled out in other notarized documentation. Do not bug them. I will haunt you.