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Contributed by Paula Hunnicutt
Friday, 06 June 2008
Last Updated Thursday, 16 October 2008

Terms of Use Agreement

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Indemnification

You agree to defend, indemnify, and hold harmless Owner, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of this site, or any services, information or products from this site, or any violation of this Agreement. Owner reserves the right; at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Owner in asserting any available defenses.

Legal compliance

Owner may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etc. Of its agents, officers, directors, contractors or employees. In such event, Owner may disclose the User's identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and Owner shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Owner for such disclosure.

Choice of law and forum

This site (excluding third party linked sites) is controlled by Owner from its offices within New York, NY, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from New York, NY, by accessing this site, both you and Owner agree that the statutes and laws of New York, NY shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and Owner also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of New York, NY and any legal proceedings shall be conducted in English. Owner makes no representation that materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

Miscellaneous

These Terms of Use will apply to every access to Owner. Owner reserves the right to issue revisions to these Terms of Use by publishing a revised version of this document on this site: that version will then apply to all use by you following the date of publication. Each access of information from Owner will be a separate, discrete transaction based on the then prevailing terms. These Terms of Use shall be governed by, construed and enforced in accordance with the laws of New York, NY, as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate Owner and/or its affiliates' intellectual property rights, Owner and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in New York, NY, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: New York, NY. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: New York, NY, under the rules of the American Arbitration Association.

Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

If any provision of this agreement is void or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby.

Spam Policy

Please help us fight SPAM. SPAM is a serious problem on the Internet. We will make an effort to catch spammers who in any way abuse us or our users. We do not participate in any unsolicited emailing, nor are any advertisers permitted to promote our site via bulk email. If you see our name or site in any way involved in spam, you can be sure it was not from us, it would be an unpermitted use of our name or site.

Privacy Policy

We do not intentionally collect personal information from our visitors, with the exception of email address and name for our newsletter database, which is voluntarily submitted by the visitor. Certain browser information may be collected by our web servers for statistical purposes. Some sites and advertisers that we link to may collect information, but we have no knowledge of it and we are not responsible for their actions or policies. Information collected from newsletter subscribers is held completely confidential. We will not share or give away your name or other personal information.

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