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[Some states do not allow exclusions or limitations of implied warranties or liability in certain cases, so the above exclusions and limitations may not apply to you.]

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Information You Provide

You may not post, send, submit, publish, or transmit in connection with this site any material that:

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- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;
- includes MP3 format files;

- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyper-links to other sites that contain content that falls within the descriptions set forth above.

Although under no obligation to do so, our *Company* reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither *Company* nor any third party that provides Content to *Company* will assume or have any liability for any action or inaction by *Company* or such third party with respect to any submission.

Security

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). *Company* will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that *Company* considers insecure, *Company* will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, *Company* reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. *Company* reserves the right to investigate suspected violations of these Terms of Use.

Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing *Company* to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER [COMPANY] OR LAW ENFORCEMENT AUTHORITIES.

CONFLICTS & ARBITRATION

This Agreement will be governed and interpreted pursuant to the laws of New Jersey, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in New Jersey in connection with any dispute between you and Company arising out of this Agreement or pertaining to the subject matter hereof.

The parties agree that any claim or dispute between them, or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, including the validity of this arbitration clause, that cannot be settled within six months after the time the dispute has been raised by one party regarding the interpretation of any provision of this agreement, and nothing else, shall be settled by binding arbitration. Any such arbitration proceeding, including the interpretation of this agreement, shall be conducted in Montclair, New Jersey under the laws of the State of New Jersey and in accordance with the rules of the American Arbitration Association or its successor. Any judgment upon an award rendered by the arbiters, including remedies of repossession, replevin, or other remedies where property would be subject to reclamation or disposition, may be entered in the Federal and State Courts of the State of New Jersey and in any other New Jersey Court having jurisdiction. The arbiters shall not have the power to amend this agreement in any respect. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. This agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Each party shall bear and be responsible for their own costs and attorney fees.

The parties to this Agreement each agree that the exclusive venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter of this Agreement will be in **Montclair, New Jersey**. If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain.

You agree that you will not join any other party in any dispute you have with Company and that you must bring any action under this agreement as a sole individual.

The terms constituting this offering are set forth in writing on this System. Whether or not you choose to print this Agreement, containing the terms and conditions as described herein, you agree that this contract constitutes a writing.

This Agreement is being written in English, which is to be the official language of the contract's text and interpretation. If you do not agree with the above terms and conditions, you have the option to not use the Company Web site and/or System.

FORCE MAJEURE

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

ACKNOWLEDGMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO ACKNOWLEDGE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN COMPANY AND YOU, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR OTHER COMMUNICATIONS, WHETHER ORAL OR WRITTEN, BETWEEN YOU AND COMPANY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED EXCEPT BY A FURTHER WRITTEN INSTRUMENT EXECUTED BY YOU AND COMPANY.

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