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**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BECAUSE THEY, AND THE OTHER TERMS AND CONDITIONS REFERRED TO BELOW, DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US REGARDING YOUR USE OF OUR WEBSITE.**

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These terms and conditions are our "Terms of Use" and represent a legally binding agreement between you and us regarding your use of our Websites. These Terms of Use, however, are not the only terms and conditions that apply to you and your legal agreement with us includes our [Privacy Policy](#) and other terms and conditions that we refer to in these Terms of Use or our [Privacy Policy](#) or those that we disclose or notify you when you use or attempt to use some of the features and functions that may be available to you as a user of any of our Websites ("Additional Terms"). Our Websites include all web pages within the Website and also include backup, mirror, replacement or substitute sites or pages we make available as part of the services we provide. We will refer to each and every feature, function, service, activity, promotion and content on our Websites, individually and/or collectively as "Content" and when we use the term "Website" it also included Content unless we specifically say otherwise.

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When you see the word "use" or "using" we mean any time you, directly or indirectly, with or without the help of any device, attempt to or actually do access, interact, display, view, browse, print or copy, transmit, receive or exchange data, messages, content or you otherwise communicate with us or anyone else, including another user, advertiser or any person, firm or business you may encounter. We will also consider you to be using our Website if you utilize, benefit, take advantage of or interact with any feature, function, service, activity, promotion or content in, on or available through any of our Websites, for any purpose, or if you try to do any of these things.

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### **PRIVACY**

We respect your privacy. Our [Privacy Policy](#) is incorporated into and forms a part of these Terms of Use and part of our agreement with you. Read it carefully since it describes, among other things, how we collect and use information we obtain when you use our Websites.

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TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND RESPECTIVE SUCCESSORS AND ASSIGNS, DISCLAIM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, COST AND EXPENSE OF ANY KIND, DIRECT AND INDIRECT, IN CONNECTION WITH OR ARISING FROM OUR WEBSITES, CONTENT, THESE TERMS OF USE AND/OR YOUR OR ANYONE ELSE'S USE OF THESE, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM, WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF ANY LIMITATION OF DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY LAW,

WE SHALL BE ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS PERMITTED; HOWEVER, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OF WARRANTIES OR LIMITATIONS ON DAMAGES, SO SOME OF THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

### **YOU ARE INDEMNIFYING US OF YOUR BREACH**

You shall defend us against any demands, claims or actions brought against us or arising as a result of any breach or violation of these Terms of Use by you ("Claim") and you shall indemnify and hold us harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us in the defense of any such Claim, at our request.

### **WHAT LAW APPLIES?**

Our Terms of Use shall be construed and enforced under the laws of the State of New York applicable to parties resident in and contracts made, executed and wholly performed within the State of New York. You specifically agree and submit to the jurisdiction of the State and Federal Courts situated in the State, City and County of New York and you will not object to jurisdiction or venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. The Uniform Computer Information Transactions Act does not apply to our Terms of Use. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

### **MISCELLANEOUS**

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If, for any reason, we believe, have reason to believe, suspect or are notified of any act, omission or circumstances which may or could compromise or endanger the health, well being or safety of any person, cause or lead to damage to persons or property (tangible or intangible), adversely affects, infringes upon or misappropriates the rights of others, harasses or interferes with any other user or person, firm or enterprise, interferes with or bypasses our security or other protective measures applicable to our systems, networks and communications capabilities, breaches or violates our Terms of Use, including our [Privacy Policy](#), any Additional Terms, our Websites, Content or violates any law or regulation, we have the right, reserving cumulatively all other rights and remedies available to us at law, in equity and under our agreement with you, to report and provide information to any and all regulatory and law enforcement authorities and agencies and take any action permitted by law.

Our Terms of Use can only be modified by us as described above or by mutual written agreement, signed by an authorized representative of ours. The illegality, invalidity or unenforceability of any term or condition is severable and shall not affect the rest of the Terms of Use. Headings are purely for reference and shall not affect the meaning of any term or condition. Any provision which must survive to allow us to enforce its meaning shall survive termination; however, no claim or action relating in any way to this Terms of Use, including our [Privacy Policy](#), any Additional Terms, our Websites, Content or otherwise with respect to the subject matter, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause of action arose).

### **ADDITIONAL TERMS: REGISTRATION**

These Additional Terms form a part of our [Terms of Use](#) and apply to Websites that allow or require you to register in order to use certain features and functions, participate in certain activities or promotions or access, receive certain information or communications, exchange information and/or otherwise take advantage of certain Content we may available only to Registered Users (individually and/or collectively, our "Services"). Whenever we use the term Website or Websites we also mean,

are referring to and include any and all Services available from that Website. Terms not otherwise defined below have the meaning described in our [Terms of Use](#).

### **REGISTERING FOR OUR WEBSITES**

In order to obtain Services from most of our Websites, you will need to enroll on or with that Website through a registration process. You will be required to provide us with certain information about you during the registration process and in order to allow us to give you access to Services generally not available to others, you will also be required to choose a user name and password (or we may assign an initial password, which we will give you the option to change after you register). Once we confirm we have received all the information required for registration we will confirm that you have become a "Registered User" of that Website and you will need to log in to that Website using your unique user name and password combination which we will refer to as your User ID.

Unless we indicate otherwise during the registration process for any particular Website, you must live in the United States and be at least 13 years old to use the Services associated with that particular Website. If you are at least 13 years old, but you are not yet considered an adult where you live (generally age 18) you can only enroll and become a Registered User if you get consent from your parent or legal guardian ("parent"). If you are under 13 you may not enroll, register, become a Registered User or use our Services at all, unless the Website allows such registration AND we obtain verifiable consent from your parent in advance (see our [Privacy Policy](#)).

### **KEEPING YOUR PASSWORD SAFE**

Your User ID is personal and you must keep it strictly confidential. Don't give it to anyone or allow others to use it because you are solely responsible for anything and everything that can be connected to, associated with or traced to your User ID, including, without limitation, any and all fees, costs and charges, liability and damages. You agree to immediately notify us if you become aware or believe there is or may have been any unauthorized use of your user name or password or any other need to deactivate your User ID due to security concerns. You, not us, are solely responsible and liable for the use of your User ID by you or anyone else and you will defend and indemnify us as described in the section of our [Terms of Use](#) entitled "You Are Indemnifying Us" for any damage or harm resulting from your User ID.

### **TERMINATION OF YOUR REGISTRATION**

You can terminate your registration on any of our Websites by following the instructions we provide on that Website, subject to any particular obligations you previously agreed to and which have not yet been fully performed, fulfilled or completed. We may terminate your use of and registration on any of our Websites, at any time without any liability or further obligation of any kind whatsoever to you or any other party.

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