

LEGAL NOTICE

We strongly suggest you customize this document to suit your unique situation. You may require additional clauses to better protect your website from potential legal issues.

This document has been prepared for general informational use only. Because this sample document does not represent the unique facts and circumstances of your situation, it is highly recommended that you seek legal advice from an appropriate licensed attorney.

For sake of simplicity, use the “Replace” feature of Word to replace all words in brackets.

WEBSITE TERMS AND CONDITION

1. ACCEPTANCE OF TERMS

The services that [NAME OF COMPANY] provides to User is subject to the following Terms of Use ("TOU"). [NAME OF COMPANY] reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

- A. This Agreement, which incorporates by reference other provisions applicable to use of [WEBSITE], including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in [WEBSITE], sets forth the terms and conditions that apply to use of [WEBSITE] by User. By using [NAME OF COMPANY] (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use [WEBSITE] is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. [NAME OF COMPANY] shall have the right at any time to change or discontinue any aspect or feature of [WEBSITE], including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

[NAME OF COMPANY] shall have the right at any time to change or modify the terms and conditions applicable to User's use of [WEBSITE], or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on [WEBSITE], or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of [WEBSITE] by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, [NAME OF COMPANY] provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of [WEBSITE] and all charges related thereto.

5. USER CODUCT

- A. User shall use [WEBSITE] for lawful purposes only. User shall not post or transmit through [WEBSITE] any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without [NAME OF COMPANY]'s express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in [NAME OF COMPANY]'s discretion restricts or inhibits any other User from using or enjoying [WEBSITE] will not be permitted. User shall not use [WEBSITE] to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with [NAME OF COMPANY].
- B. [WEBSITE] contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of [WEBSITE] are copyrighted as a collective work under the [COUNTRY] copyright laws. [NAME OF COMPANY] owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of [NAME OF COMPANY] and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.
- C. User shall not upload, post or otherwise make available on [WEBSITE] any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of [WEBSITE], User automatically grants, or warrants that the owner of such material has expressly granted [NAME OF COMPANY] the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, store or reproduce the material for that User's personal use. User hereby grants [NAME OF COMPANY] the right to edit, copy, publish and distribute any material made available on [WEBSITE] by User.
- D. The foregoing provisions of Section 5 are for the benefit of [NAME OF COMPANY], its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

[NAME OF COMPANY] has no obligation to monitor the Communication Services. However, [NAME OF COMPANY] reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. [NAME OF COMPANY] reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. [NAME OF COMPANY] reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in [NAME OF COMPANY]'s sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on

usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials.

Always use caution when giving out any personally identifiable information in any Communication Services. [NAME OF COMPANY] does not control or endorse the content, messages or information found in any Communication Services and, therefore, [NAME OF COMPANY] specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized [NAME OF COMPANY] spokespersons, and their views do not necessarily reflect those of [NAME OF COMPANY].

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing [NAME OF COMPANY] with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify [NAME OF COMPANY] immediately of any unauthorized use of User's account or any other breach of security. [NAME OF COMPANY] will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by [NAME OF COMPANY] or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

8. NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEBSITE

Any software that is made available to download from the Services ("Software") is the copyrighted work of [NAME OF COMPANY] and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

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9. NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS WEBSITE

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THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. [NAME OF COMPANY] AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

10. NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS SITE

IN NO EVENT SHALL [NAME OF COMPANY] AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

11. MATERIALS PROVIDED TO [NAME OF COMPANY] OR POSTED AT ANY OF ITS WEBSITES

[NAME OF COMPANY] does not claim ownership of the materials User provide to [NAME OF COMPANY] (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission User is granting [NAME OF COMPANY], its affiliated companies and necessary sub-licensees permission to use User's Submission in connection with the operation of their Internet businesses (including, without limitation, all [NAME OF COMPANY] Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Submission; to publish User's name in connection with User's Submission; and the right to sublicense such rights to any supplier of the Services.

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12. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- A. USER EXPRESSLY AGREES THAT USE OF [WEBSITE] IS AT USER'S SOLE RISK. NEITHER [NAME OF COMPANY], ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT [WEBSITE] WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF [WEBSITE], OR AS TO THE ACCURACY, RELIABILITY OR CONTENT

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- B. [WEBSITE] IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
- C. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. USER SPECIFICALLY ACKNOWLEDGES THAT [NAME OF COMPANY] IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER.
- D. IN NO EVENT WILL [NAME OF COMPANY], OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING [WEBSITE] OR THE [NAME OF COMPANY] SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE [WEBSITE]. USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.
- E. IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, [NAME OF COMPANY], NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN [WEBSITE], OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- F. **PRIOR TO THE EXECUTION OF A STOCK TRADE, USERS ARE ADVISED TO CONSULT WITH YOUR BROKER OR OTHER FINANCIAL REPRESENTATIVE TO VERIFY PRICING OR OTHER INFORMATION. [NAME OF COMPANY], ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL HAVE NO LIABILITY FOR INVESTMENT DECISIONS BASED ON THE INFORMATION PROVIDED.** NEITHER, [NAME OF COMPANY], NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIS INFORMATION. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION.
- G. FORCE MAJEURE – NEITHER PARTY WILL BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, RIOT, EMBARGOES, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE,

FLOODS, ACCIDENTS, SERVICE OUTAGES RESULTING FROM EQUIPMENT AND/OR SOFTWARE FAILURE AND/OR TELECOMMUNICATIONS FAILURES, POWER FAILURES, NETWORK FAILURES, FAILURES OF THIRD PARTY SERVICE PROVIDERS (INCLUDING PROVIDERS OF INTERNET SERVICES AND TELECOMMUNICATIONS). THE PARTY AFFECTED BY ANY SUCH EVENT SHALL NOTIFY THE OTHER PARTY WITHIN A MAXIMUM OF FIFTEEN (15) DAYS FROM ITS OCCURENCE. THE PERFORMANCE OF THS AGREEMENT SHALL THEN BE SUSPENDED FOR AS LONG AS ANY SUCH EVENT SHALL PREVENT THE AFFECTED PARTY FROM PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

13. LINKS TO THIRD PARTY SITES

THE LINKS IN THIS AREA WILL LET YOU LEAVE [NAME OF COMPANY]'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF [NAME OF COMPANY] AND [NAME OF COMPANY] IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. [NAME OF COMPANY] IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. [NAME OF COMPANY] IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY [NAME OF COMPANY] OF THE SITE.

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In many instances, the content available through [WEBSITE] represents the opinions and judgments of the respective information provider, User, or other user not under contract with [NAME OF COMPANY]. [NAME OF COMPANY] neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on [WEBSITE] by anyone other than authorized [NAME OF COMPANY] employee spokespersons while acting in their official capacities. Under no circumstances will [NAME OF COMPANY] be liable for any loss or damage caused by a User's reliance on information obtained through [WEBSITE]. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through [NAME OF COMPANY]. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

14. UNSOLICITED IDEA SUBMISSION POLICY

[NAME OF COMPANY] OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN [NAME OF COMPANY]'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO [NAME OF COMPANY]. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO [NAME OF COMPANY] OR ANYONE AT [NAME OF COMPANY]. IF,

DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT [NAME OF COMPANY] MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

15. MONITORING

[NAME OF COMPANY] shall have the right, but not the obligation, to monitor the content of [WEBSITE], including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by [NAME OF COMPANY] and to satisfy any law, regulation or authorized government request. [NAME OF COMPANY] shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on [WEBSITE]. Without limiting the foregoing, [NAME OF COMPANY] shall have the right to remove any material that [NAME OF COMPANY], in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

16. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless [NAME OF COMPANY], its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of [NAME OF COMPANY] by User or User's Account.

17. TERMINATION

Either [NAME OF COMPANY] or User may terminate this Agreement at any time. Without limiting the foregoing, [NAME OF COMPANY] shall have the right to immediately terminate User's Account in the event of any conduct by User which [NAME OF COMPANY], in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

18. MISCELLANEOUS

This Agreement and any operating rules for [WEBSITE] established by [NAME OF COMPANY] constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the [STATE/PROVINCE, COUNTRY], without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

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