

Terms Of Use

This Terms of Use Agreement was last updated on March 10, 2011 and is effective immediately. The following links have been inserted for your convenience to help you find key points in the policy. If, for some reason, they aren't working for you, please scroll down. Thanks!

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Acceptance of Terms Through Use; Changes to Terms of Use:

Welcome to www.HOT975Phoenix.com, a website operated by Trumper Communications, LLC. (hereinafter "Trumper Communications, LLC") and Station KMVA-FM (hereinafter "HOT 97.5 KMVA - FM " or "Station"). Please read the following terms and conditions carefully, as they govern your use of the www.HOT975Phoenix.com website (hereinafter the "Site"). Your use of the Site constitutes your acceptance without modification of all of the terms, conditions, and notices contained herein. We offer the Site to you conditioned on your acceptance of these Terms of Use. In consideration of your agreement to these Terms of Use and for

other valuable consideration, we grant to you a limited, non-exclusive, revocable and non-transferable license (as referenced below) to access and use the Site. We reserve all rights not expressly granted in this Agreement.

We reserve the right to make modifications, improvements, deletions, or amendments to the Site at any time we deem appropriate. Any and all relevant portions of this Agreement will apply automatically to all modifications, improvements, deletions, and/or amendments as they appear.

In addition, we reserve the right at any time to modify the terms and conditions of this Agreement, or any part thereof, or to impose new conditions on the Agreement.

Permitted Use:

You agree that you are only authorized to visit, view and to retain a copy of pages of the Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on the Site for any purpose other than for personal use, unless otherwise specifically authorized by us to do so. You also agree not to deep-link (place a hyperlink on a website that links to another website but not at its homepage) to the Site for any purpose, unless specifically authorized by us to do so. The content and software on this Site is the property of Trumper Communications, LLC. and HOT 97.5 KMVA - FM and is protected by U.S. and international copyright laws.

Limited License:

You are granted a limited, non-exclusive, revocable and non-transferable license to utilize and access the Site pursuant to the requirements and restrictions of these Terms of Use. We may change, suspend, or discontinue any aspect of the Site at any time. We may also, without notice or liability, impose limits on certain features and services or restrict your access to all or portions of the Site. You shall have no rights to the proprietary software and related documentation, if any, provided to you in order to access the Site. Except as provided in these Terms of Use, you shall have no right to directly or indirectly, own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve, or create any new or derivative works from, or display, distribute, perform, or in any way exploit the Site, or any of its contents (including software) in whole or in part.

Violation of the Terms of Use:

You understand and agree that in our sole discretion, and without prior notice, we may terminate your access to the Site, or exercise any other remedy available and remove any unauthorized user information, if we believe that the information you provide has

violated or is inconsistent with these Terms of Use, or violates the rights of Trumper Communications, LLC., HOT 97.5 KMVA - FM, or any third party, or violates the law. You agree that monetary damages may not provide a sufficient remedy to us for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations. We may release user information about you if required by law or subpoena.

Copyright Policy:

We may terminate the privileges of any user who uses the Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. If you submit information or content to the Site, you warrant that the information or content does not infringe the copyrights or other rights of third parties.

Representations By You:

By visiting the Site, you represent, warrant and covenant that (a) you are at least 18 years old; (b) that you are a resident of the United States; and (c) that all materials of any kind submitted by you through the Site or for inclusion on the Site will not plagiarize, violate or infringe upon the rights of any third party including trade secret, copyright, trademark, trade dress, privacy, patent, or other personal or proprietary rights.

Accounts:

During the registration process you will be asked to select a unique password for access to certain portions of the Site. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under the password. By logging into the Site, you represent and warrant that: (i) you are the customer who registered for the services; (ii) that you are using the services only for permitted purposes; (iii) you are not a competitor of Trumper Communications, LLC., HOT 97.5 KMVA - FM, or agent thereof; (iv) you will immediately notify us of any unauthorized use of the password or account or any other breach of security; and (v) you will ensure that you exit from your account at the end of each session. Please notify justin@HOT975Phoenix.com of any potential unauthorized use(s) of your account, or breach of security. You also represent and warrant that: (i) you will not select or utilize a user name of another person with intent to impersonate that person; (ii) you will not select or utilize a user name in which another person has rights, if you do not have that person's authorization to use such name; and (iii) you will not select or utilize a user name that we in our sole discretion deem offensive.

User Conduct:

This Site may provide users with the opportunity to submit, post and/or exchange information, data, text, software, music, photographs, graphics or artwork, video, audio,

messages or other materials (“Postings”), whether publicly posted or privately transmitted. You understand, acknowledge and agree that such Postings are the sole responsibility of the person from which such Postings originated. This means that you, the user, and not this Site, are entirely responsible for the consequences of all Postings that you upload, post, email, transmit or otherwise make available via the Site. Users may not: 1) post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; 2) post material that reveals trade secrets, unless you own them or have the permission of the owner to do so; 3) post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; 4) post material that is considered by the Site, in its sole judgment, to be obscene, indecent, defamatory, threatening, harassing, tortious, abusive, hateful, embarrassing or harmful to another user or any other person or entity; 5) post a sexually-explicit image or statement; 6) post advertisements or solicitations of business; 7) post chain letters or pyramid schemes; or 8) post any incomplete, false, fraudulent or inaccurate biographical information or general information which is not your own information, or impersonate another person.

The Site does not represent or guarantee the truthfulness, accuracy, timeliness or reliability of Postings by users and does not endorse any opinions, which may be expressed by any user. You further agree that any reliance on such Postings by other users will be at your own risk. We do not regularly review, screen or monitor the Site and we assume no obligation to do so and will not be liable or responsible to any user for performance or nonperformance of such material. If notified by a user of any Posting or communication which allegedly does not conform to this Agreement, we may, in our sole discretion, investigate the allegation and may thereafter determine, in our sole discretion, whether or not to remove or request the removal of the material. You understand, acknowledge and agree that we reserve the right to expel users and prevent their further access to the Site for violating this Agreement or any applicable law, and may remove communications which are considered to be, in our sole judgment, unlawful, harmful, threatening, abusive, obscene, indecent, libelous, disruptive, hateful, infringing, or racially, ethnically or otherwise objectionable, and that by Posting on this Site, the use and exploitation of the Posting may subject you to risk of notoriety, publicity, ridicule, scorn and/or indignity.

You also grant the Site, Hot 97.5 KMVA-FM, Trumper Communications, LLC, parent company(s), affiliates, successors and assigns, the royalty-free, worldwide, perpetual,

irrevocable, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, retransmit, translate, create derivative works from, distribute, communicate to the public, publicly perform or display Postings (in whole or in part), and/or to incorporate Postings in other works in any form, media, or technology now known or later developed, for so long as any rights exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license set forth in this agreement. You also permit any other user to access, display, view, store and reproduce such content for such user's personal use. Subject to all of the foregoing, the owner of such content placed on the Site retains any and all rights that may exist in such content.

E-Mail

Email is an important communications channel for the Site and the Station. All email sent to us should be generated by the person in whose name the email account is registered. Email users shall not mask their identity by using a false name or another person's name or account. We will use your email address and the content of any email for administrative and correspondence purposes and to send you information that you may request. We are also required under Federal law to keep and disclose to the general public certain email that addresses the Station's programming and operations. Please see our [Privacy Policy](#) for details.

Any non-personal content you provide to the Site by email, including, but not limited to, feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, shall be deemed to be non confidential and we assume no obligation to protect such information from disclosure. You understand, acknowledge, and agree that the submission of such information shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by the Station, this Site and corporate affiliates, for any purpose whatever, and we shall be free to reproduce, use, disclose and distribute such content without restriction.

Contests, Sweepstakes and Other Membership Activities:

To participate in various Site activities, users must complete a registration process and may receive/select a “user name” and password. You understand, acknowledge and agree that you are responsible for maintaining the confidentiality of your Personal Information and Sensitive Personal Information defined in the Privacy Policy and the user name and password received upon registration on the Site. You will be fully responsible for all uses of your registration and for any activity that occurs under your password or account, whether or not authorized by you. You further agree to immediately notify the Site of any unauthorized use of your registration and/or password.

Chat Rooms, Message Boards and Other Public Areas:

By use of or registration for any Site activity such as message boards, chat rooms and other public forums (collectively “Public Areas”), you understand, acknowledge, and agree that you are automatically subject to the following rules of conduct and the Site’s [Privacy Policy](#). You further agree that we reserve the right, at our sole discretion, to terminate your membership or registration at any time, delete any or all of your postings, block access to your membership file or profile(s) and/or reject participation in any other activity or service provided to you by the Site. We also reserve the right to take such actions, with or without notice, and without any liability to the account holder and user. As an entertainment service to our users, this Site provides Public Areas that enable users to interact with other users, on-air talent and other Station personnel, and share commentary on a variety of subjects. A variety of subjects may be discussed via the Public Areas, however, use of such areas may only be for lawful and non-commercial purposes. The Site specifically prohibits certain uses and activities. You understand, acknowledge, and agree that by access or registration on Public Areas or any interactive area of the Site, you are prohibited from use of the Site for any of the purposes below in addition to the conduct listed in the User Conduct section of this Agreement:

1. Posting a profile for anything other than to participate in online discussion via the Public Area.
2. Sending a message to a user for any reason other than to participate in online discussions.
3. Deleting or revising any content or material posted by any other person or entity.

1. Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting for any reason.

Shopping & E-Commerce

1. If a Product sold on this Site is listed at an incorrect price or with incorrect information, we reserve the right to refuse or cancel orders placed for that Product, whether or not the order has been confirmed and even if your credit or debt card account has been charged (in which event we will issue a credit to your account in the amount of the charge).

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM OR RELATING IN ANY WAY TO ANY AND ALL PRODUCTS. EXCEPT AS SPECIFICALLY MADE IN WRITING, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY AND EVERY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Our creation or transmission of an order confirmation does not signify final acceptance of your order, nor constitute a binding confirmation of an offer to sell any Product and we reserve the right to accept or decline your order for any reason up until the time the Product is actually delivered to you. We reserve the right at any time, without prior notice, to limit or reduce the quantity you ordered of any Product and we will notify you if we do so. Products on the Site are offered for sale only to end user customers or as personal gifts to end user customers and are not for commercial resale. We do not accept orders from dealers, exporters, wholesalers, distributors, resellers or other similar persons or companies, and reserve the right to refuse, cancel or seek the return of any Products that are purchased in violation of the foregoing restrictions.

You are responsible for any taxes imposed on the sale or use of Products and applicable taxes will be added to the amount charged for Products purchased on the

Site. If an order consists of multiple items, they may be shipped separately depending on availability.

Advertising and Other Third Party Content:

The Site may contain advertisements and/or sponsorships. The advertisers and/or sponsors that provide these advertisements and sponsorships are solely responsible for insuring that the materials submitted for inclusion on the Site are accurate and comply with all applicable laws. We are not responsible for the acts or omissions of any advertiser or sponsor. Your decision to make purchases from any such advertiser or sponsor is completely voluntary and within your sole discretion. You are solely responsible for payment of all costs or fees associated with any such purchase, including payment of all shipping charges, applicable sales tax, or other taxes, assessments, or fees imposed by applicable law.

No Commercial Use:

This Site may not be used by you for any commercial purposes such as to conduct sales of merchandise or services of any kind. You must obtain our prior written consent to make commercial offers of any kind on the Site, whether by advertising, solicitations, links, or any other form of communication. We will investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the offending communication from the Site and barring such violators from use of the Site.

Hyperlinks to Third Party Websites:

The Site may contain windows or hyperlinks which provide access to other websites not affiliated with the Site or with us (hereinafter the "External Websites"), or to informational content provided by the External Websites. Your use of such External Websites or informational content, while subject to the terms of this Agreement, is also subject to and governed by the terms and guidelines, if any, contained within such External Website.

We do not endorse and are not liable for the content of any External Website, and do not make any representations or warranties concerning any informational content or materials available on such External Website, including that they will not contain viruses or otherwise impact your computer. We have no control over these External Websites or the content within them. We do not guarantee, represent or warrant that the content contained in any External Website is accurate, legal and/or inoffensive. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against us for any damages or losses, whatsoever, resulting from your

use of the Site to obtain search results or to link to another site. You acknowledge, understand, and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any informational content, products, services, software, or other materials available on or provided by any External Website. If you have a problem with a link from the Site, you may notify us at justin@HOT975Phoenix.com.

Career Advice and Professional Networking Websites:

The Site may provide a venue for you to access External Websites containing career advice and professional networking forums. We have no control over the accuracy, reliability, completeness, or timeliness of the information or services available through any such External Websites, and makes no warranties or representations about any of the networking forums or service vendors posted thereon. To the extent that such External Websites collect personal information or postings from you, you are advised that in no event shall we assume or have any responsibility or liability for the manner in which such information or postings are exploited or for any claims, damages, or losses resulting from their use and/or appearance on the External Websites. We are not an employment agency or a recruiting firm and make no representation or guarantees regarding the effectiveness or timeliness of vendors offering career services in meeting the objectives of the users. We do not guarantee that use of the Site and/or the hyperlinks to External Websites listed thereon will result in users being hired, and we are not responsible for any employment decisions, regardless of the reasons such decisions were made.

Intellectual Property:

You acknowledge that all content and materials available on this Site, excluding user-generated content, but including all software, design logos, graphics, artwork, images, photographs, audio clips, video clips, and other material, including the selection and arrangements thereof, are protected by national and international copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how or other proprietary rights and laws and are owned by us or our licensors and/or the Site's advertisers, sponsors, and promotional partners (collectively, "Advertisers"). Except where otherwise noted, you may download, print or view a single copy of individual pages for personal, noncommercial use, provided you do not delete or change any of the information, including copyright or trademark notices. You may only use the Site or its contents as expressly permitted in this Terms of Use and for no other purpose. We, our licensors or associates retain exclusive ownership of all data, material and other information regarding your use of the Site. Except as we may expressly authorize, you agree not to sell, license, rent, modify, distribute, copy, reproduce,

transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the content or materials on the Site. Systematic retrieval of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission is prohibited. Unless otherwise indicated, all logos, names, package designs and marks on the Site are trademarks or service marks owned or used under license by us. The use or misuse of any of these materials is strictly prohibited.

Copyright Infringement Notification Policy:

If you are notifying us of alleged copyright infringement, please be sure to provide the following information in the form required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. § 512:

1. A description of the copyrighted work that you allege is being infringed, or, if multiple copyrighted

covered by a single notification, a representative list of such works;

1. A description of the allegedly infringing material and information sufficient to permit us to locate the material;
2. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or an electronic mail address;
3. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, or its agent, or the law; and
4. A statement by you that the information in the notification is accurate and an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the notification.

Designated Agent for Notification of Claimed Copyright Infringement:

NAME: DMCA Copyright Agent

ADDRESS: Trumper Communications, LLC. Operating Company

4747 North 7th Street, Ste 424

Phoenix, AZ 85014

EMAIL: justin@HOT975Phoenix.com

PHONE: 602-222-9750

FAX: 602-222-2297

We will remove or disable access to any posted submission for which we have received a notice of claimed copyright infringement (or, more specifically, any notification in substantial conformance with the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) (3)). United States law provides significant penalties for submitting a false or fraudulent claim of copyright infringement. We will also terminate the membership or use of any repeat infringer.

Allocation of Responsibility:

We assume no responsibility for the activities, omissions, or other conduct of users. We act as a portal for the online distribution and publication of information and have no obligation to screen communications or information in advance and are not responsible for screening or monitoring information posted by vendors on External Websites. If notified by a user of an External Website that grossly violates and/or does not conform to the reasonable principles and ethics of society, we may investigate the allegation and determine in good faith and determine, in our sole discretion, whether to remove or request the removal of the link to such External Website. We have no liability or responsibility to users for performance or nonperformance of such activities. We may take any action with respect to External Websites that we deems necessary or appropriate, in our sole discretion.

Privacy Policy

To participate in various activities on the Site, you will be asked to provide certain true, complete and current Personal Information or Sensitive Personal Information. All Personal Information, Sensitive Personal Information, and any additional type of information collected from users in general are subject to our Privacy Policy, which is incorporated by reference into this agreement. For more information, see our official [Privacy Policy](#). By submitting content to any area of the Site open to the other users or the general public (which includes, but is not limited to, contests, emails regarding Station programming, or Public Areas, you understand, acknowledge and agree that your content will be considered "Public Material" and will not be subject to the privacy protections generally afforded your Personal Information. You further agree that the Site may save and archive any content of any nature posted to the Site and that the Site may, without liability to any user, disclose such content if required to do so by law or to comply with legal processes; to respond to claims that any of the content violates the property, privacy, publicity or any other rights of another individual, organization or corporation; or to protect the rights, property or safety of the Station, the Site, its

corporate affiliates, Advertisers, employees, suppliers, operational service providers, users and members of the public.

Security of the Site

The Site's loyal listener/user and other membership activities are to be accessed only by registered users of the Site which should have only one unique user name with one unique password. If you are found to share passwords with any non-registered member we will terminate your membership immediately without notice.

As a user of this Site, the following actions are also prohibited:

1. Accessing data not intended for such user or logging into a server or account in which the user is not authorized to access.
2. Attempting to probe, scan or test the vulnerability of the system or network or to breach the security or authentication measures of the Site without proper authorization.
3. Forging any headers or otherwise manipulation of Site identifiers in order to disguise the origin of transmission through the Site.
4. Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing," "spimming," "phishing," or "crashing" the Site or the server of any user.
5. Sending unsolicited commercial email individually or in bulk (also called, Spam), which promotes or advertises the Station, the Site, or any other activity, program, product, or service.
6. Harvesting email addresses off this Site through an automated process.
 1. Users are also prohibited from hyperlinking to this Site or any webpage in an email sent for commercial purposes, without the express written permission of Trumper Communications, LLC.
 2. Attempting to gain unauthorized access to the Site's features or activities, interfering with or manipulating in any manner the entry or registration process for contests, sweepstakes, surveys, opinion polls, chat rooms, message or bulletin boards, or any other interactive features and activities on this Site.

3. Falsifying identification or impersonating any person or entity, including, but not limited to, a Site or Station official, chat room or public forum leader, host, or guide, when accessing or participating in such features and activities.
4. Setting up fake sites or other dummy sites that appear to be the Site, mirroring the Site's contents, or otherwise copying any part of the Site Material and/or layout.

Violations of the Site's system or network security may result in civil or criminal liability. The Site will investigate possible violations of system or network security and may involve, and cooperate with a user's employer, Internet Service Provider, and/or law enforcement authorities in investigating and/or prosecuting users who are involved in such violations. The Site will also terminate the membership of any person that the Site believes, in its sole judgment, to have violated its security provisions.

DISCLAIMER OF WARRANTIES:

You acknowledge, understand, and expressly agrees that use of the Site and any External Website accessible therethrough is at your sole risk. We do not guarantee, represent, or warrant that your use of the Site will be uninterrupted, error free, or virus free, or that the Site will meet your requirements. In addition, no warranty is made as to the results that may be obtained from use of the Site or any External Websites listed thereon, or as to the accuracy, reliability, or content of any product, service, or information provided through or in connection with the Site. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, OR UNINTERRUPTED ACCESS. SPECIFICALLY, TRUMPER COMMUNICATIONS, LLC. AND KSHE95 DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND, (2) ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE. THIS DISCLAIMER 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 TRUMPER COMMUNICATIONS, LLC.' AND/OR

KSHE95'S RECORDS OR INFORMATION, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NEITHER TRUMPER COMMUNICATIONS, LLC., NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE OR AN EXTERNAL WEBSITE IS LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF A USER'S ACCESS TO, OR USE OF, THE SITE OR ANY EXTERNAL WEBSITE. You assume all risk of errors and/or omissions in the Site, including the transmission or translation of information. In addition, you acknowledge, understand, and agree that there are risks, including but not limited to, the risk of physical harm, the risk of dealing with strangers, foreign nationals, underage persons, or people acting under false pretenses. You assume all risks associated with dealing with the vendors with whom you comes in contact with through the Site or any External Website. You assume full responsibility for implementing sufficient procedures and updates to satisfy your requirements for the accuracy and suitability of the Site, including the information provided thereon, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided hereunder. You acknowledge, understand, and agree that your use of the Site, any External Website accessed therethrough, and any information sent or received in connection therewith, may not be secure and may be intercepted by unauthorized parties. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO USER'S COMPUTER SYSTEM OR OTHER PROPERTY.

Indemnification:

You agree to defend, indemnify, and hold us and our subsidiary and other affiliated companies, and their employees, contractors, officers and directors harmless from all liabilities, claims and expenses, including attorney's fees, that arise from your use or misuse of the Site or the content therein. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

International Use:

By choosing to access the Site from any location other than the United States, you accept full responsibility for compliance with all local laws that are applicable. We make

no representation that materials on the Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. You may not use, export or re-export any materials from this Site in violation of any applicable laws or regulations, including, but not limited to, any United States export laws and regulations.

Choice of Law:

This Agreement shall, for all domestic and international purposes, be governed, interpreted, construed and enforced solely and exclusively in accordance with the laws of the State of Arizona, U.S.A., without regard to conflicts of law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Site shall be filed only in the state or federal courts located in the State of Indiana, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Integration and Severability:

This Terms of Use constitutes the entire agreement between us and you with respect to the Site and supersedes all prior or contemporaneous communications and proposals between us with respect to the Site. If any provision of this Terms of Use agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect.

Headings:

Section titles in the Term of Use are for convenience and do not define, limit, or extend any provision of the Terms of Use.

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