

Content Policy

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System Content may consist of, but is not limited to, data compiled from within your account and/or data compiled anonymously from a community of accounts through an automated system. The System Content may include inaccuracies or typographical errors. We may make improvements and/or changes to the System Content at any time without liability to you and without notice obligation. We do not represent or warrant that the System Content will be uninterrupted or error-free, that defects will be corrected timely. We do not warrant or represent that the use or the results of the use of the System Content will be correct, accurate, timely, or otherwise reliable. Furthermore, we do not represent or warrant that the System Content will meet your objectives or needs.

User Content

User Content may consist of, but is not limited to, user generated information such as comments, data, text, links, contact information like phone and or email addresses, messages, tags, or other material originating either from users within your account or users from other accounts who have opted-in to share the content publicly. You understand that all User Content, whether publicly posted to be shared with other accounts or privately posted within your own account, are the sole responsibility of the person from whom such User Content originated and represent solely the opinions of the content poster. This means that you are entirely responsible for all User Content that you upload, post, transmit or otherwise make available. We do not control the User Content posted via the Services and do not guarantee the accuracy, integrity or quality of such User Content. You understand that by using these Services, you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Services.

You acknowledge that we may or may not pre-screen User Content, but that we shall have the right (but not the obligation) in our sole discretion to pre-screen, refuse, or remove any User Content that is available via the Services which violates this content policy or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content.

Prohibited Uses

You agree to NOT:

1. upload, post, email, transmit, distribute, share, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers, use a proxy, or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted by you;
5. upload, post, email, transmit, distribute, share, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

6. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. interfere with or disrupt our Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services, including using any device, software or routine to bypass our robot exclusion headers;
10. intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;
11. copy, post, share, or re-distribute the Content through any third party means; however, you may share the Content privately with members of your organization, or if you are an agency, members of your client's organization solely to be used for the purposes defined herein; and/or
12. "stalk" or otherwise harass another user of the Services or any third party non-user of the Services;

The above prohibited uses are intended to govern your use of the Content and/or Services, your postings within the Services by you, and the distribution of the Content through a third party medium by you.

Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the Services, your use of the Content, your connection to the Services, your violation of this policy, or your violation of any rights of another.

Termination

A violation of this Content Policy can result in termination of your purchase order, terms of service, or click-to-agree agreement, as applicable, at our discretion, without prior notice and/or limitation of access to the Content. Cause for such termination or limitation of access shall include, but not be limited to, (a) breaches, violations, or suspected breaches or violations of the this policy or other incorporated agreements or guidelines, (b) requests by law enforcement, court order, settlement, or other government agencies, (c) discontinuance or material modification to the Services (or any part thereof), (d) unexpected technical or security issues or problems, and/or (f) engagement by you in fraudulent or illegal activities. Further, you agree that all terminations and/or limitations of access for cause shall be made in our sole discretion and that we shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Services.

Exclusion of Consequential and Other Damages

We will not be liable to you for any direct, indirect, special, punitive, consequential, or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of this Content Policy and/or the use of or inability to use the Services, regardless of the form of action whether in contract, tort, warranty, negligence, strict liability, breach of any statutory duty, indemnity or contribution, or otherwise, even if the party has been advised of the possibility of such damages. The exclusion contained in this paragraph shall apply regardless of any failure of the exclusive remedy provided in the foregoing paragraph. The foregoing exclusions and disclaimers are an essential part of this agreement and formed the basis for determining the price charged for the Services.

Governing Law

This Content Policy (i) shall be governed by and construed in accordance with the internal substantive laws of Florida, without giving effect to its principles of conflicts of law; and (ii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties concerning the subject matter hereof. You submit to jurisdiction and venue in the state and federal courts located in the State of Florida, Orange County and further agree that any cause of action you may bring arising under this Content Policy will be brought by you exclusively in a state or federal court located in the State of Florida, Orange, County. If you are found in breach, you agree to pay all legal expenses that we incurred, including reasonable attorney's fees. In the event that any provision of this Content Policy is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Content Policy will remain in full force and effect. The waiver of any breach or default of this Content Policy will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving part.