



Disclaimer

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### **Disclaimer of Association with User:**

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and Special Discounts® and Special Donations® as a result of this Agreement or use of this website. User agrees not to hold himself or herself out as a representative, agent, or employee of Special Discounts® and Special Donations® shall not be liable for any representation, act or omission of the User.

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To the extent that this website contains or may in the future contain discussion boards, chat rooms, or other message, interactive or communication facilities involving Special Discounts® and Special Donations® and other users ("Forums"), the User agrees to use such forums only to send and receive messages and material that are proper and related to the particular forum. By way of example, and not as a limitation, the User agrees that when using a Forum, the User shall not violate the law by:

- Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others.
- Publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.
- Uploading or downloading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all necessary consents.
- Deleting any author attributions, legal notices or proprietary designations or labels in any file that is uploaded. Falsifying the origin or source of any material contained in a file that is uploaded.
- Knowingly introducing viruses, corrupted files or any other similar software or programs that may damage, alter or destroy this website or the operation of another's computer system, network, software, program, documentation or data contained therein.



## Use of Discussion Boards, or Any Other Communication or Interactive Forums/Blogs (continued):

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- User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use this website only as permitted by these terms and conditions, any additional policies or procedures published in this website from time to time by Special Discounts® and Special Donations®, and applicable law. Special Discounts® and Special Donations® reserves the right to remove any contents off this website that has been received from users for violations of Special Discounts® and Special Donations® forum use policies and other applicable regulations and law, including violations of others' constitutional rights. Special Discounts® and Special Donations® reserves the right to edit any notices or postings for length if and when such length interferes with other users' access to and use of this forum.

The User acknowledges that chats, conferences, discussion boards, blogs and any other such interactive or communications' forums hosted by this website are public and not private communications. Further, the User acknowledges that chats, posting conferences, discussion webs and other communications by other Users are not endorsed by Special Discounts® and Special Donations®, and such communications shall not be considered reviewed, screened, or approved by Special Discounts® and Special Donations®.

### **Indemnity:**

As a condition of use of Special Discounts® and Special Donations® website, the User agrees to indemnify Special Discounts® and Special Donations®, its Commissioners, officers, employees and agents against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of this website, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

Special Discounts® and Special Donations® performance of this agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of Special Discounts® and Special Donations® right to comply with law enforcement requests or requirements relating to the User's use of this website or information provided to or gathered by Special Discounts® and Special Donations® with respect to such use.

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If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

## **Closing Of Agreement:**

This Agreement constitutes the entire agreement between the User and Special Discounts® and Special Donations® with respect to its website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Special Discounts® and Special Donations® with respect to this website. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in this website; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.