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- (i) you do not have the right to post, including proprietary material of any third party, such as files containing software or other material protected by intellectual property laws (or by rights of privacy or publicity);
- (ii) advocates illegal activity or discusses an intent to commit an illegal act;
- (iii) is vulgar, obscene, pornographic, or indecent;
- (iv) does not pertain directly to this site;
- (v) threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening, or offensive;
- (vi) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (vii) harvests or otherwise collects information about others, including e-mail addresses, without their consent;

(viii) violates any law or may be considered to violate any law;

(ix) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;

(x) falsifies or deletes any 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 permissibly uploaded;

(xi) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;

(xii) solicits funds, advertisers, or sponsors;

(xiii) includes programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications;

(xiv) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via this site;

(xv) includes MP3 format files;

(xvi) amounts to a "pyramid" or other like scheme, including contests, chain letters, and surveys;

(xvii) disobeys any policy or regulations including any code of conduct or other guidelines, established from time to time regarding use of this site or any networks connected to this site; or

(xviii) contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

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If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Web site Owner's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Web site Owner and its affiliates that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site, including the auction ID number, if applicable;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Web site Owner's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

**Copyright Agent:**

*[Name of company]* Legal Department

*[Address of company]*

Phone: *[phone number of company]*

Fax: *[fax number of company]*

E-mail: *[e-mail address of company]*

**15. SECURITY**

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Web site Owner will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Web Site Owner considers insecure, Web Site Owner will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts.



The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Web site Owner reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Web site Owner reserves the right to investigate suspected violations of these Terms of Use.

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If any part of these Terms of Use is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Web site Owner as a result of this agreement or use of Web Site Owner's Web sites.

These Terms of Use constitute the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and Web site Owner with respect to Web Site Owner's Web sites.

A printed version of this agreement and of any notice given in electronic form shall 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.

Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain.

Web site Owner may revise these Terms of Use at any time by updating this posting.