Terms of Use

Last Updated Monday, 21 April 2008

This is the official Terms of Use Agreement for www.ratemycop.com

This Site is offered and made available only to users 18 years of age or older who reside in the United States of America, its territories and possessions.

If you are not yet 18 years old, or do not reside in the United States, please discontinue using the Site immediately, or if for any reason, you do not agree with all of the terms and conditions contained in this agreement, please discontinue using the Site immediately because by using or attempting to use the Site, you certify that you are at least 18 years of age and meet any other eligibility and residency requirements of the Site.

1. REGISTRATION

We may require each user to have a unique user name and password combination in order to access and use certain features or functions of the Site and may also, from time to time, provide users with additional codes or passwords necessary to access and use certain features or functions of the Site. Please read our Privacy Policy, which describes the personally identifiable information we collect, use, disclose, manage and store. As part of the registration process for the feature or function, you will choose a user name and password. Your user name and password are personal to you and you may not allow any others to use your user name or password under any circumstances. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your user name or password or any other need to deactivate your user name or password due to security concerns.

2. MODIFICATIONS

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will post or display notices of material changes on the Site and we may also e-mail you about these changes. Once we post them on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the changes.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

The contents of this Site, including all Site software, design, text,

images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectible elements of the Site, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names are the property of RATEMYCOP.COM, and their Affiliates, and any of their successors and assigns, and any of their respective licensors, Advertisers (as defined below), suppliers, and operational service providers and are legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Site" includes "Material" as well. The Site is to be used solely for your noncommercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Material you download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of RATEMYCOP.COM. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable federal, state and local laws.

We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement over this Site and to promptly end any infringement that might occur. If you believe that the Site contains elements that infringe your copyrights please contact us.

4. ADVERTISING

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, third parties such as our advertisers, sponsors, or promotional partners as a result of your use of the Site. All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions.

5. RULES OF CONDUCT

Your use of the Site is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your user name or password. You shall not use, allow, or enable others to use the Site, or knowingly condone use of this Site by others, in any manner that is, attempts to, or is likely to:

- be libelous, defamatory, indecent, vulgar or obscene, pornographic,sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or

which may or may appear to impersonate anyone else
- affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site;
- send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or webpages;
- transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
- forge any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason;
- violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise; gain unauthorized access to the Site, other users' accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the terms and conditions of this Agreement;
- modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Site or the rights or use and enjoyment of the Site by any other person, firm or enterprise; or
- collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

6. POSTINGS

Your comments, suggestions and information are important to us. Portions of this Site may provide you and other users an opportunity to participate in forum services, web communities and other message and communication facilities and may provide you with the opportunity, through such Communities or otherwise, to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Site or other users. 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. Postings do not reflect the views of the Site, RATEMYCOP.COM, or the Affiliates. We do not monitor, endorse, edit or screen any Postings, although we reserve the right to do so, nor shall we be liable for any Posting that is in violation of this Agreement. In no event shall the Site, RATEMYCOP.COM, or any of their Affiliates have or be construed to have any responsibility or liability for or in connection with any Posting whatsoever; however, if we determine, in our sole discretion and judgment, that any Posting does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (a) refuse to allow you to Post; (b) remove and delete

Postings; (c) revoke your right to use the Site; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on the Site.

If a Posting originates from you or your account, you hereby agree that: (a) you are placing the Posting in the public domain without reservation of any rights or further control over the Posting or its use and you specifically authorize the Site, RATEMYCOP.COM, and their Affiliates to use such Posting in whole or in part, throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together or as part of other information, content and/or material of any kind or nature; (b) you represent and warrant that (i) the Posting is original to you or fully cleared for use as contemplated herein, (ii) the Posting does and will not, in any way, violate or breach any of the terms of this Agreement, (iii) the Posting does not contain libelous, tortious, or otherwise unlawful information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation, (iv) the Posting is not obscene or in any other manner unlawful, (v) the Posting shall not be injurious to the health of the user, and (vi) we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Posting; (c) if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Posting in the public domain and grant the Site, RATEMYCOP.COM, and their Affiliates the right to use such Posting as described above; and (d) we have the right to delete, re-format and/or change your Posting in any manner that we may determine (although you will not be responsible for any such changes made).

The amount of storage space on the Site per user is limited. Some Postings may not be processed due to space constraints or outbound message limitations. You understand, acknowledge and agree that we assume no responsibility for deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings.

Posting is for noncommercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity.

7. CONTESTS, SWEEPSTAKES, AUCTIONS AND PROMOTIONS

From time to time, RATEMYCOP.COM, the Affiliates or the Site's operational service providers, suppliers, and Advertisers, may conduct promotions on or through the Site, including, without limitation, auctions, contests and sweepstakes. Each Promotion may have Additional Terms and/or Rules which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of this Agreement.

8. HYPERLINKS TO THIRD PARTY SITES

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of the Site, RATEMYCOP.COM or any of their Affiliates, any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers. We do not verify, endorse, or have any responsibility for, any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, whether the Site's, RATEMYCOP.COM's, ' or any of their Affiliates' logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects Personal Information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy, which describes how RATEMYCOP.COM collects and uses your Personal Information and co-branding relationships.

9. DEACTIVATION/TERMINATION OF YOUR REGISTRATION

You may deactivate your account on the Site, at any time and for any reason, by Contact Us. We may terminate your use of and registration on the Site, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

10. DISCLAIMER AND LIMITATIONS OF LIABILITY

THIS SITE, AND ALL MATERIALS, PRODUCTS AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of the Site, including, without limitation, Postings and Materials associated with your use of the Site.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, RATEMYCOP.COM, ANY OF THEIR AFFILIATES, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have the Parent Companies, upon written notice from you to us, attempt to repair, correct or replace any deficient goods or services under this Agreement and, if repair, correction or replacement is not reasonably commercially practicable for the Parent Companies, to refund any monies actually paid by you for the Products involved and to terminate and discontinue your use of the Site. You further understand and acknowledge the capacity of the Site, in the aggregate and for each user, is limited. Consequently some messages and transmissions may not be processed in a timely fashion or at all, and some features or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that the Parent Companies assume no liability, responsibility or obligation to transmit, process, store, receive or deliver transactions or Postings or for any failure or delay associated with any Postings and you are hereby expressly advised not to rely upon the timeliness or performance of the Site for any transactions or Postings. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in this Agreement may not apply to you.

11. INDEMNIFICATION

You agree to indemnify, defend and hold the Site, RATEMYCOP.COM, and any of their Affiliates, or any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you, or public posting of your Postings.

12. PRIVACY

We respect your privacy and the use and protection of your Personal Information. Please see our Privacy Policy, for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the Site.

13. LAW THAT APPLIES TO THIS AGREEMENT; MISCELLANEOUS TERMS

This Agreement, together with any Additional Terms, Rules, our Privacy Policy, and any other regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contains the entire understanding and agreement between you and the Site and supersedes any and all prior or inconsistent understandings relating to the Site and your use of the Site. This Agreement cannot be changed or terminated orally. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or your use of the Site, regardless of form or the basis of the claim, may

be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of the Site is governed by, construed and enforced in accordance with the internal substantive laws of the State of California (notwithstanding the State's conflict of laws provisions) applicable to contracts made, executed and wholly performed in New York, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of Los Angeles and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

This Terms of Use Agreement is effective immediately.