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- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
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- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;

- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyper-links to other sites that contain content that falls within the descriptions set forth above.

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Security

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). *Company* will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that *Company* considers insecure, *Company* 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, *Company* reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. *Company* reserves the right to investigate suspected violations of these Terms of Use.

Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing *Company* to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER [COMPANY] OR LAW ENFORCEMENT AUTHORITIES.

Miscellaneous

These Terms of Use will be governed and interpreted pursuant to the laws of **New Jersey**, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in **New Jersey** in connection with any dispute between you and *Company* arising out of these Terms of Use or pertaining to the subject matter hereof.

The parties agree that any claim or dispute between them, or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, including the validity of this arbitration clause, that cannot be settled within six months after the time the dispute has been raised by one party regarding the interpretation of any provision of this agreement, and nothing else, shall be settled by binding arbitration. Any such arbitration proceeding, including the interpretation of this agreement, shall be conducted in New Jersey under the laws of the State of New Jersey and in accordance with the rules of the American Arbitration Association or its successor. Any judgment upon an award rendered by the arbiters, including remedies of repossession, replevin, or other remedies where property would be subject to reclamation or disposition, may be entered in the Federal and State Courts of the State of New Jersey and in any other Court having jurisdiction. The arbiters shall not have the power to amend this agreement in any respect. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. This agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Each party shall bear and be responsible for their own costs and attorney fees.

The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in **Hackensack, New Jersey**. 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. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. *Company* may revise these Terms of Use at any time by updating this posting.

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