

# Terms Of Use

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## **MODIFICATION OF THESE TERMS OF USE**

MSC reserves the right to change the terms, conditions, and notices under which the Web Site is offered, including but not limited to the charges associated with the use of the Web Site.

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The Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of MSC and MSC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. MSC is not responsible for webcasting or any other form of transmission received from any Linked Site. MSC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MSC of the site or any association with its operators.

## **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the Web Site, you warrant to MSC that you will not use the Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Web Site in any manner which could damage, disable, overburden, or impair the Web Site or interfere with any other party's use and enjoyment of the Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Web Sites.

## **USE OF COMMUNICATION SERVICES**

The Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Access data or areas of the Web Site that are not intended for you.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software or code comprising or making up the Web Site.
- Modify, copy, aggregate, distribute, publish, display, transmit, reproduce, license, transfer, create derivative works from or sell any information, software, products or services obtained from the Web Site.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary

consents.

- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- "Mirror" or "frame" any material contained on the Web Site.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Use or attempt to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search, except for a normal browser, unless authorized in writing by MSC.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete 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 uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
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No compensation will be paid with respect to the use of your Submission, as provided herein. MSC is under no

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By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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You agree to indemnify and hold MSC, its subsidiaries, directors, officers, employees and agents harmless from any third-party claim, damage or demand, including attorneys' fees, relating to or arising out of your use of the website or violation of these terms, conditions and notices, or your violation of any rights of another.

You further agree to indemnify and reimburse NAPR for any and all expenses and costs (including but not limited to, attorneys' fees, court costs, travel, Federal Express costs and photocopying expenses) which MSC may sustain as a result of your use of these Terms of Use. This obligation specifically applies to, but is not limited to, any actions MSC takes to enforce these Terms of Use.

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SERVICE CONTACT : admin@email.com

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### **COPYRIGHT AND TRADEMARK NOTICES:**

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## **TRADEMARKS**

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The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

## **NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

## **LEGAL OBLIGATION TO PROVIDE INFORMATION**

MSC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MSC's right or obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Web Site or information provided to or gathered by MSC with respect to such use.

## **LIMITATIONS ON USE**

Use of the Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

## **PROSECUTION**

Any unauthorized use or attempt at unauthorized use may result in criminal prosecution.

## **FORCE MAJEURE**

MSC shall not be liable for losses over which result from any occurrence over which it does not have control, including but not limited to: natural disasters, labor issues, equipment failure, telephone and related problems, unauthorized access or theft.

## **OTHER RIGHTS**

Nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise upon either party any license or other right except the licenses and rights expressly stated hereunder to that party. You agree that no joint venture, partnership, employment, or agency relationship exists between you and MSC as a result of this agreement or use of the Web Site.

## **NO WAIVER**

No waiver of any term of these terms, conditions, and notices shall be deemed a further or continuing waiver of such term or any other term.

## **BINDING EFFECT**

These terms, conditions and notices shall inure to the benefit of and be binding on the parties hereto and their successors and assigns.

## **CONSTRUCTION**

These terms, conditions, and notices shall be governed by the internal substantive laws of the State of Florida, and irrevocable consent is hereby granted by both parties to the exclusive jurisdiction and venue for any action or

dispute in the state and federal courts located in the State of Florida.

#### **JURISDICTION**

The parties agree that any and all court proceedings to enforce these Terms of Use shall be filed and heard in the state or federal courts located in Duval County, Florida, which courts shall have exclusive jurisdiction over such matters. The parties hereby waive the right to trial by jury.

#### **ADMISSIBILITY**

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business records and documents originally generated and maintained in printed form.

#### **SEVERABILITY**

If any provision of these Terms of Use shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms of Use is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **SURVIVAL**

The parties agree that termination of this Terms of Use does not operate to relieve you of your obligations under these Terms of Use.

#### **ENTIRE AGREEMENT**

These terms, conditions, and notices represent the entire agreement between You and MSC, and its respective successors and assigns, and supersedes any and all prior understanding, statements or representations, whether electronic, oral or written, regarding the Web Site.