WEBSITE TERMS AND CONDITIONS

TERMS & CONDITIONS OF USE

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4. **Terms of Use and AcceptableUsage Policy Relating To Message Boards** - This Site may contain discussion groups, news groups, bulletin boards, chat rooms and other interactive services (collectively, "Message Boards"). We may or may not actively monitor use of, or content or materials posted on, our Message Boards. Similarly, we may or may not exercise editorial

control over the content of any Message Board. As a result, you may be exposed to content on our Message Boards that is inaccurate, fraudulent or deceptive or that you find offensive or objectionable. Your use of Message Boards is at your own risk.

However, we reserve the right, but not the obligation, to monitor our Message Boards and to remove or alter any content which, in our sole discretion, constitutes a misuse thereof these and may restrict, suspend or terminate your use of these services or the Site where we believe that there has been such a misuse.

The following examples constitute a misuse of our Message Boards :

- using the services for any improper, unlawful or immoral purpose, causing any nuisance by your use of the services or causing the operation of the services to be jeopardised or impaired
- using the services to create, host or transmit (whether in a Message Board or otherwise) any defamatory, offensive, or obscene material or engaging in activities which would cause offence to others on grounds of race, religion, creed or sex
- using the services to harm, or attempt to harm, minors in any way
- using the services to create, host or transmit any material that threatens or encourages bodily harm or the destruction of property or would constitute a criminal offence or give rise to civil liability
- using the services to create, host or transmit material which infringes the copyright, trademark, patent, trade secret, privacy, publicity or other intellectual property or proprietary rights of any other party
- using the services to create, host or transmit unsolicited advertising material to other users
- using the services to create, host or transmit any material that harasses another
- using the services to make false, misleading, deceptive or fraudulent offers to sell or buy products, items or services or to send chain letters or pyramid schemes and the like adding, removing or modifying identifying network header information or copyright management information including author names, publication dates or clearance agency names in an effort to deceive or mislead
- using the services to access, or to attempt to access, the accounts of others or to penetrate, or attempt to penetrate, our or a third party's security measures, computer software, hardware, electronic communication system, or telecommunications systems
- using the services to collect, or attempt to collect, personal information about third parties without their knowledge or consent or to engage in screen scraping, database scraping or any other activity with the purpose of obtaining lists of users or other data
- using the services for any activity which adversely affects the ability of other people or systems to use the services or the internet generally, including, without limitation, flooding and hacking
- reselling, repurposing or redistributing any services provided by us our contractors or our licensees without our prior written consent; or impersonating any person or entity or using a false name that you are not authorised to use
- encouraging, condoning or glamorising under-age drinking, drunk-driving or excessive consumption of alcoholic beverages
- disclosing any personally identifiable information about yourself or any other

party (e.g. telephone number, geographic address or any other information from which an individual's identity or contact information can be derived)

This list only serves to provide examples and is not meant to be an exhaustive list of the type of unacceptable uses of the Message Boards that may result in the restriction, suspension or termination of your use of the Message Boards or of our Site. Due to the global nature of the internet, users hereby agree to comply with all local rules regarding on-line conduct and acceptable content. Users also agree to comply with any applicable rules regarding the export of any data from any country.

Any content, information or material posted to a Message Board ("Postings") will be deemed not to be confidential or secret. You understand that personal and other information (e.g. username, email address, phone number) that you post on or through Message Boards is generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. You should not include any personally identifiable about yourself or any other person in any posting. We reserve the right, but not the obligation, to remove any postings that contain personally identifiable information. We shall not be liable for the use or misuse of any information or data, including personal information that you post on our Message Boards.

You represent and warrant that your that your Postings are original to you, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory or otherwise unlawful, that no other party has any rights thereto, and that any "moral rights" in your Postings have been waived, and you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Postings (in whole or part) and / or to incorporate them in other works in any form, media, or technology now known or later developed.

We are not responsible for maintaining your Postings and we may delete or destroy them at any time. Content, information and materials posted by users to message boards are not endorsed by us. it is your responsibility to evaluate and confirm the accuracy of information provided by other users on or through message boards. The opinions expressed in Message Boards are not necessarily ours. Any statements, advice and opinions made by participants are those of such participants only. We shall not be held responsible for any statements, advice, opinions or other content or materials on Message Boards.

We may enable you to establish an account with a username and password to access and use the Message Boards. If so, you are responsible for maintaining the strict confidentiality of your account password, and you are responsible for any activity under your account and password. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us when you desire to cancel your account. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.

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breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defenses.

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    - A description of the copyrighted work that you claim has been infringed
    - A description of the alleged infringing activity and where the alleged infringing material is located
    - A statement by you that you have a good faith belief that the disputed use is not authorised by you, the copyright owner, its agent, or the law
    - An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; 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 authorised to act on the copyright owner's behalf.

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