

TERMS OF USE

1. Scope of Coverage

These terms of use govern your use of the site. It applies to all activities undertaken by you when visiting the site, regardless of how visited, including any links from any other site or entry from any other source. As used in these terms of use, “we” (and where appropriate in context, “us” and, in the possessive, “our”) shall mean the site owner, any content provider, developer, webmaster, third-party user or any other individual or entity associated with the creation, operation, hosting, maintenance or support of the site. Please check back periodically for revisions to these terms of use and the accompanying privacy policy, either of which may be modified at any time, in our discretion, without prior notice.

YOU SHOULD CAREFULLY READ THESE TERMS OF USE, WHICH CONSTITUTE AN AGREEMENT BETWEEN US, BEFORE USING THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU SHOULD IMMEDIATELY EXIT.

2. User Eligibility

This site is intended for visit by individuals age thirteen and over. If you are under thirteen, you need the consent of your parent or guardian to enter, under supervision. Any person who clicks the button provided to accept these terms of use is automatically representing and warranting to us that he or she is of lawful age to enter and, either individually or through a parent or guardian, has the capacity to accept these terms of use. Parents and legal guardians are liable for the activities of their children using the site and enter into these terms of use on behalf of those children and themselves.

3. Intellectual Property Ownership and Use

As between us, any intellectual property accessible by the use of the site or otherwise associated with it, including, without limitation, any content, trademarks, service marks, trade dress, copyrights, patents, personal rights and rights of privacy and publicity (together, the “Intellectual Property”), are the sole property of the site owner. Any rights associated with any Intellectual Property are retained by its owner and are protected by applicable law. You may not copy, download, print, modify, disseminate, transmit, sell, license, create derivative works from, or otherwise use or exploit, any Intellectual Property accessed by or through the site. You may not use any Intellectual Property in any manner other than as expressly permitted by these terms of use unless expressly authorized by us in writing. You may not remove or alter any Intellectual Property notices, such as copyright notices or trademark notices, or other statements of proprietorship, attribution or granted rights.

4. Restrictions on Use

You may not use data mining, robots or similar data-gathering and extraction tools in connection with the site. You may not upload or input anything onto the site, frame it or seek to transmit through the site any information or computer code, including, without limitation, Trojan horses, worms, time bombs, cancelbots and other unauthorized computer programming routines.

5. Product, Service and Payment Information

This is an information site hosted exclusively from servers in the United States of America. No sales are conducted through the site. Anyone wishing to make purchases or otherwise to engage in a commercial transaction should do so through the contact information provided on the site. Any such transaction will be deemed independent from the use of this site and these terms and conditions. We cannot guarantee that any particular product or service displayed on the site will be available at any time or will be made available to a particular user for any reason, including, without limitation, minimum age requirements.

6. Your Representations, Warranties and Indemnity

You represent and warrant to us that you have the right and ability to enter into these terms of use and that you will fully comply with them. You hereby indemnify and hold harmless the site owner, host, developer and related parties from and against any and all liabilities, claims, demands, suits, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising out of, or in connection with, any breach or alleged breach by you of your representations, warranties or covenants contained in these terms of use.

7. Limitation

The site, including any content or information contained within it, is provided "as is" and "as available." TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Without limitation to the foregoing, we make no representation or warranty of any kind that: (a) there will be no interference with your enjoyment of this site or any other site; (b) information provided to you will be complete, reliable or accurate or that it will fulfill any particular purpose or need; (c) any request made through the site will be honored according to your schedule or any other schedule; (d) this site will otherwise meet any specifications, requirements or expectations; (e) this site will be made available uninterrupted, timely, secure or error free; (f) any results that may be obtained from use of the site will be accurate and reliable; or (g) any errors in the content of this site will be corrected.

8. Limitation of Liability

We will have no liability for the deletion of any communications or information collected, maintained on, or transmitted by, the site or the failure to store any information. We will have no liability with respect to any information posted or otherwise provided by others to you via or through the site at any time. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OR FINANCIAL BENEFITS, THAT MAY OR COULD ARISE, DIRECTLY OR INDIRECTLY, FROM ACCESS TO, OR THE USE OR ATTEMPTED USE OF, THE SITE OR ANY LINKED WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH AN EVENT.

9. Termination

We may, in our sole discretion, terminate your use of the site or cancel or terminate these terms of use for any reason, without prior notice. Upon cancellation or termination of these terms of use, you must immediately discontinue use of any the site. In our sole discretion, and at any time, we may also discontinue providing the site or any part of it, with or without notice. We will not be liable to you or any third party for any of the foregoing. Sections 1 through 3 and 6 through 11 shall survive the expiration or termination of these terms of use.

10. Jurisdiction and Choice of Law

These terms of use shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to its conflicts of law principles. Any claim or action arising under these terms of use shall be subject to the exclusive jurisdiction of federal and states courts in New York County, New York, New York, United States of America. Any legal action concerning these terms of use or this site must be brought within one (1) year after the claim or cause of action arises.

11. Complete Agreement

These terms of use, together with our privacy policy, constitute the entire agreement between us with respect to use of the site, superseding any other agreement between us with respect to its subject matter. Section headings are for convenience only and have no legal or contractual effect. If any provision of these terms of use is found to be unenforceable, the other provisions shall still remain in full force and effect. You may not assign or otherwise transfer any license or rights granted under these terms of use or delegate any obligations without our express written consent, which may be withheld for any reason. In the event any provision of these terms of use is held to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to be enforceable and fulfill the purposes of these terms of use, and the remaining provisions will remain in full force and effect. The waiver of any default or breach of these terms in any instance shall not constitute a waiver of any other or subsequent default or breach. Wherever appropriate in context, the use of the singular shall include the plural, the conjunctive shall include the disjunctive, *any* shall include *all* and *each* shall include *every*.

12. Questions and Comments

Any questions, comments or concerns that you may have regarding these terms of use should be directed to alanbehinfo@gmail.com.

These terms of use were last updated on the 20th of August, 2018. Please check back periodically for updates and changes.