

WEBSITE TERMS OF USE

Wow! You actually came to this page. Our lawyers made us include it and made us use a precious button on our home page to get you here. At first, we thought the lawyers were a real pain. But then we read the page. What a Net waking! It's really important stuff. We took the legalese the lawyers wrote and translated it into readable English. So be a smart net head and read the stuff on this page. It could prevent you from hearing from our lawyers, or worse yet, from really nasty people, like prosecutors.

Here's the deal:

We run this site so that people like you (and people you like) can use it for personal entertainment, information, education, communication, and cyber gratification. So go ahead and browse around all you like. You can even download stuff from the site but only for non-commercial, personal use. If you do, though, don't fool around with the copyright and other notices all over the stuff. They're there for a really good reason. And don't even think about distributing, modifying, transmitting, reusing, re-posting, or anything else un cool with any of the stuff, including the text, images, audio, and video, for public or commercial purposes unless we give you written permission. And it's not likely we will.

If you visit our site, you're also legally obligated to [read: stuck with] the terms and conditions listed below and any other law or regulation that applies to the site, the Internet, the World Wide Web, or the State Of Michigan. You shouldn't access or browse the site if you have any problem with that, because once you start, there's no turning back -- you are bound by [read: stuck with] the terms and conditions.

So here's the scoop on our Top Ten Rules for Cyber surfers who hang out on our site:

1. For everyone's sake, just assume that everything on the site is copyrighted unless we say it's not. So you can't use the stuff except how we say you can on this page or anywhere else on the site without our written permission. And like we said before, it's not likely we'll give you permission anyway. In fact, even if we wanted to, the lawyers are likely to veto any deal anyway. So it's better you don't even ask.
2. While we try to include accurate stuff on the site, we're not promising you it's accurate. In fact, we're not promising you anything except fun and entertainment. So if you use stuff on the site, you're using it at your own risk. Don't call us if there's a problem because we assume no liability or responsibility for errors or omissions on the site.
3. We and anybody else who helped us create, produce, or deliver the site are not liable for any damages you suffer when you use it. In particular, the lawyers want you to know that our disclaimer includes "direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the site. Without limiting the foregoing, everything on the site is provided to you 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. " Ugh! What a mouthful from the mouthpieces. We put all of that in quotes because we couldn't figure out any other way to say it that the lawyers would accept. But here's the bottom line -- we're not responsible if you're browsing around and the site damages you or your computer or infects it with any nasty viruses. We sure hope that doesn't happen, but if it does, don't call us.

4. If you don't want the world to know something, don't post it on the site in any bulletin board or anyplace else. That's because anything you disclose to us is ours. That's right -- ours. So we can do anything we want with the stuff you post. We can reproduce it, disclose it, transmit it, publish it, broadcast it, and post it someplace else. We can even send it to your mother (as soon as we find her address). Not only that, we can even use any ideas, concepts, know-how, or techniques you post any way we want to, including, developing, manufacturing and marketing products or other stuff using the information you post.

5. Pictures of people or places shown on the site are either our property or someone else's property we're using with their permission. No matter what, it's definitely not your property. You or any of your net-friends can't use it unless we said you could on this page or somewhere else on the site. And guess what -- we won't say yes. So be careful, Bunky, because unauthorized use may violate all sorts of nasty laws. Be smart, keep the stuff you download to yourself.

6. There's also a lot of trademarks, logos, and service marks on the site that either we own or we're using with someone else's permission. So don't think you have any kind of license or right to use them, because you don't and we're not about to give you one. If you don't leave them alone and mess with our trademarks, logos and service marks on our site, we'll probably go ballistic, so will the companies that own the other trademarks, logos and service marks. That means that we're likely to sue you or to ask a prosecutor to come after you for messing around with our property or the property of others.

7. You'll probably notice we've linked our site to lots of others. While that's cool, it doesn't mean we've looked at all those sites, much less checked them out periodically to see what's going on. So don't blame us if some site you link to is bad or has stuff on it that offends you or your pets. Go ahead and link, but remember, you're doing it at your risk.

8. That brings us to what you do on our own site. While we occasionally listen in on chat groups, or look at the posting in our discussion groups or on our bulletin boards, we take no responsibility and assume no liability for the content of those locations or for any mistakes, defamation, libel, slander, omissions, falsehoods, obscenity, pornography, or profanity you might encounter when you visit such places on our site. And don't be stupid by posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, nasty, mean, or profane material or any material that law enforcement types may consider a criminal offense, get someone in court on a civil lawsuit, or for that matter violate any law -- anywhere, anytime. While we certainly respect your privacy, we have no choice but to fully cooperate with any law enforcement authorities or court which might ask us who might have posted nasty stuff on our site.

9. Software that we use on this Site is protected by all sorts of patriotic U.S. laws. Because of that, you can't download or send the software to anyone in the vacation travel spots of Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country where United States has embargoed

goods; or (get this) to anyone on the United States Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Table of Deny Orders, or the FBI's Most Wanted Internet Creeps List (just kidding on the last one). As if that were not tough enough, if you live in or are a national of any of those lovely places, you're not even supposed to be reading this page, so beat it!

10. We're also allowed to change this page and anything else on the site any time we want to. That's because it's ours and we have the programmers who can do it. If we do change the page, then you're bound by [read: stuck with] those changes, too, whenever you visit our site.

11. If either of us wants to make something of it and wants to "sue" (a dirty word) then we have to follow these rules of engagement. (sort of according to the Geneva Convention):

This Agreement is governed by the laws of the State of Michigan, without regard to principles of conflict of laws.

To the extent you have in any manner violated or threatened to violate TheMarketingTruth.com and/or its affiliates' intellectual property rights, TheMarketingTruth.com and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Michigan, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Michigan location TBD. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Michigan location TBD, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

If this all sounds kind of mean and undiplomatic, you should have seen what the lawyers gave to us in the first place. We had to remind them that human torture and sacrifice was outlawed in the United States. Boy, did they look disappointed!

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TheMarketingTruth.com