

# Legal Terms For Using Our Site

This SFWriters.org Agreement (the “Agreement”) is between you and San Francisco Writers Conferences (“Company”) with a principal place of business at San Francisco, California, USA. Use of the SFWriters.org Web site (the “Company Web Site”) signifies your agreement to the terms and conditions of use set forth below in the Agreement:

(1) You acknowledge that you have read the terms and conditions of use and that you accept the terms thereof. YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS COMPANY WEB SITE. If you do not agree to these terms and conditions of use, you may not access or otherwise use this Company Web Site.

(2) Company may monitor your use of this Company Web Site, and may freely use and disclose any information and materials received from you or collected through your use of the Company Web Site for any lawful reason or purpose.

(3) Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on the Company Web Site.

(4) The Company Web Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. The contents of the Company Web Site are only for your personal, non-commercial use. All materials contained on the Company Web Site are protected by copyright, and are owned or controlled by Company or the party credited as the provider of the Content. You will abide by any and all additional copyright notices, information, or restrictions contained in any Content on the Company Web Site. You may download and make one copy of the Content and other downloadable items displayed on this Company Web Site for personal, noncommercial use only, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without the prior written permission from Company or the copyright holder identified in the individual Contents copyright notice.

(5) Company may change, suspend or discontinue any aspect of the Company Web Site at any time, including the availability of any Company Web Site feature, database, or Content. Company may also impose limits on certain features and services or restrict your access to parts or all of the Company Web Site without notice or liability.

(6) You represent, warrant and covenant that: (a) you shall not

upload, post or transmit to or distribute or otherwise publish through the Company Web Site any materials which (i) restrict or inhibit any other user from using and enjoying the Company Web Site, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) that you are at least eighteen (18) years old.

(7) You hereby agree to indemnify, defend and hold Company, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of the Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys fees and costs. You shall cooperate as fully

as reasonably required in the defense of any claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Company.

(8) The Company Web Site contains links and pointers to the other related World Wide Web Internet sites, resources, and sponsors of the Company Web Site. Links to and from Company Web Site to other third party sites, maintained by third parties, do not constitute an endorsement by Company or any of its subsidiaries or affiliates of any third party resources, or their contents.

(9) Company does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Company Web Site. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Company Web Site.

(10) Company does not and cannot review all materials posted to the Company Web Site by users, and Company is not responsible for any such materials posted by users. However, Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or

government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Company's sole discretion are objectionable or in violation of this Agreement.

(11) THE COMPANY WEB SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE COMPANY WEB SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE COMPANY WEB SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE COMPANY WEB SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE COMPANY WEB SITE OR ANY LINKED SITE. FURTHER, COMPANY AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE COMPANY WEB

SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE COMPANY WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE COMPANY WEB SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

(12) By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the Company Web Site, you hereby grant to Company a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against Company for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

(13) You acknowledge that transmission to and from this Company Web Site are not confidential and your Communications may be read or intercepted by others. You

acknowledge that by submitting Communications to Company, no confidential, fiduciary, contractually implied or other relationship is created between you and Company other than pursuant to this Agreement.

(14) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA ,WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF CALIFORNIA.

(16) This Agreement constitutes the entire agreement between San Francisco Writers Conferences and you with respect to your use of the SFWriters.org Web Site. Any cause of action you may have with respect to your use of the Company Web Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. Company disclaims any and all responsibility for content contained in any third party materials provided through links from the Company Interact site.

Continuing to use this site indicates that you AGREE to the terms and conditions set forth here. If you DO NOT AGREE, please close your browser NOW, without completing a shopping cart purchase.