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- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
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- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
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Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). *Company* will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that *Company* considers insecure, *Company* will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, *Company* reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. *Company* reserves the right to investigate suspected violations of these Terms of Use.

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BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER [COMPANY] OR LAW ENFORCEMENT

AUTHORITIES.

Miscellaneous

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The parties agree that any claim or dispute between them, or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, including the validity of this arbitration clause, that cannot be settled within six months after the time the dispute has been raised by one party regarding the interpretation of any provision of this agreement, and nothing else, shall be settled by binding arbitration. Any such arbitration proceeding, including the interpretation of this agreement, shall be conducted in Arizona under the laws of the State of Arizona and in accordance with the rules of the American Arbitration Association or its successor. Any judgment upon an award rendered by the arbiters, including remedies of repossession, replevin, or other remedies where property would be subject to reclamation or disposition, may be entered in the Federal and State Courts of the State of Arizona and in any other Court having jurisdiction. The arbiters shall not have the power to amend this agreement in any respect. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. This agreement shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in Scottsdale, AZ. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. *Company* may revise these Terms of Use at any time by updating this posting.

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