

Terms and Conditions

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THESE TERMS AND CONDITIONS DEAL WITH A NUMBER OF IMPORTANT ISSUES, INCLUDING THE PROTECTION OF COPYRIGHTED MATERIAL AND OTHER INTELLECTUAL PROPERTY, AND THE PRESENTATION, COLLECTION AND USE OF INFORMATION.

Section 1. OVERVIEW.

(a) These Terms and Conditions apply to your use of this website, including related digital publications, bulletin boards, forums, social media and e-newsletters (the “Site”) and, without limitation, (i) all websites owned and/or provided by Advantage Business Media LLC (“ABM” or “us”); (ii) all services offered through this Site and/or any other ABM website; (iii) all software offerings and applications owned and/or provided by ABM and/or available on or through this Site or any other ABM website; and (iv) all web pages, data, text, images, photographs, illustrations, graphics, audio, video and documents including articles, marketing materials, press releases and other information and content available on or through this Site or any ABM website (together with the Site, (i) through (iv), collectively the “Services”). These Terms and Conditions apply however you access the Site or the Services, including, without limitation, via a computer, tablet, smart-phone or other internet-abled device.

(b) If you have any questions about the use of materials on the Site, please read on; we hope that all of your questions will be answered. If you have additional questions, please contact us using the “[Contact \[1\] Us](#)” feature of the Site.

(c) By accessing and using the Site or the Services, you acknowledge that you have read and understand these Terms & Conditions, and that you accept them and agree to be legally bound by them. You do not have permission to use the Site or the Services if you do not accept and agree to be legally bound by all of these Terms & Conditions.

Section 2. YOUR RELATIONSHIP WITH ABM.

(a) These Terms & Conditions explain how your agreement with ABM is made up, and sets out some of the terms of that agreement.

(b) Your agreement with ABM will also include the terms of any legal notices or privacy policies applicable to the Services, in addition to the Terms and Conditions. All of these are referred to below as the “Additional Terms”. Where Additional Terms apply to a Service, these will be accessible via that Service.

(c) The Terms and Conditions, together with the Additional Terms, form a legally binding agreement between you and ABM in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to as the “Terms”.

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(d) If there is any contradiction between what the Additional Terms say and what the Terms and Conditions say, then the Additional Terms shall control, in relation to that Service.

Section 3. ACCEPTING THE TERMS.

(a) In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

(b) You can accept the Terms by:

(i) clicking to accept or agree to the Terms, where this option is made available to you by ABM in the user interface for any Service; or

(ii) by actually using the Services. In this case, you understand and agree that ABM will treat your use of the Services as acceptance of the Terms.

(c) You may not use the Services and may not accept the Terms if (a) you are not of legal age or have the legal capacity to form a binding contract with ABM, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

Section 4. SERVICES AVAILABLE ON THE SITE.

(a) ABM may make certain Services available to individuals who register on the Site ("Registered Users") and general visitors to the Site ("Visitors") (Registered Users and Visitors are collectively referred to as "Users"). For example, Users may be able to register to receive a print publication or an e-mail newsletter or other digital publication, participate in forums or moderated discussions with other Users, post comments on a bulletin board, post and respond to classified ads, or enter a sweepstakes. Users may also access articles and perform research.

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(c) You acknowledge and agree that in connection with your use of the Site you must: (i) provide for your own access to the World Wide Web and pay any service fees associated with such access, and (ii) provide all equipment necessary for you to make such access and connection to the World Wide Web, including a computer,

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Section 7. USER INFORMATION.

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- (a) Is original to you and that no other party has any rights to the material;
- (b) Does not contain any content that is unlawful, threatening, harassing, profane, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), invasive of another’s privacy, or hateful;
- (c) Does not contain a virus or other harmful component; and
- (d) Does not contain, unless the specific Service allows, any advertising of any kind, or false or misleading indications of origin or statements of fact.

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(e) You confirm and warrant to ABM that you have all the rights, power, authority and capacity necessary to grant the above license.

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(iii) Constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability;

(iv) Impersonate, or misrepresent your affiliation with any other person or entity;

(v) Upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material);

(vi) Engage in spamming or flooding (you must comply with all relevant legislation and regulations on bulk and commercial e-mail, including the CAN-SPAM Act of 2003);

(vii) Engage in any data-aggregation or collection of personally identifiable information, or use "robots" to collect any data whatsoever, from other users or

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(viii) Attempt to gain unauthorized access to other computer systems through the Site;

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(b) The Terms and the relationship between you and ABM shall be governed by the laws of the State of Delaware, without regard to its conflict of law provisions. ABM may provide Services through subsidiaries and affiliated legal entities around the world. You and ABM agree that any cause of action that may arise under the Terms shall be commenced and be heard in the appropriate court in the State of Delaware. You and ABM each agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New Jersey. The failure of ABM to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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We may change these Terms and Conditions from time to time and at any time without notice to you, by posting such changes on the Site. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of

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- (a) Your address, telephone number, and e-mail address;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the alleged infringing material is located;
- (d) A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- (e) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
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FOREGOING.

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