

**facewebsites.com**

**TERMS OF USE AGREEMENT**

Last Updated: May 14, 2010

**IMPORTANT:**

**THIS AGREEMENT IS A CONTRACT.**

**IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS.**

**PLEASE READ THIS AGREEMENT CAREFULLY, AND PRINT IT**

**The Parties**

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This Terms of Use Agreement (the "Agreement" or "Terms of Use") is made between **FACE Websites, LLC** ("we," "us," "Company" or "FACE Websites"), a Wisconsin limited liability company having its office at 1206 Tamarack Way, Verona, WI 53593 and **YOU**. This Agreement contains the terms and conditions that govern your use of the web site found at <http://www.facewebsites.com> (the "Site").

**IN CONSIDERATION** and exchange of the mutual covenants of the Parties and the mutual benefits to be received under this Agreement, the Parties agree as follows:

**Acceptance of terms through use**

By continuing to browse the Site you signify that you have read, understand and agree to be bound by this Agreement.

**Changes to this Agreement.** We may modify this Agreement at any time without further notice. Such modifications will become effective when they are posted to the Site. We will indicate at the top of its first page the date this Agreement was last revised. If you do not agree to abide by this or any future versions of the Agreement, do not use or access (or continue to use or access) the Site. It is your responsibility to check the Site regularly to determine if there have been changes to the Agreement and to review such changes.

**Definitions.** As used in this Agreement:

“Person” means any individual, corporation, company, partnership, association or other group of persons, whether or not organized as a legal entity, or legal successors or representatives of the foregoing.

“Materials” means, without limitation: pictures, graphics, photographs, trademarks, logos, text, comments, videos and other audiovisual work, sound recordings, musical compositions, lyrics, and all other works and intellectual property of any type or kind posted to the Site and/or owned by Persons other than Company.

“Site” means the entire Site and its individual contents, collectively, excluding only Materials and functionality licensed from third parties.

**License and Site Access.** Contingent upon your compliance with all the terms and conditions of this Agreement, FACE Websites grants you a personal, revocable, nontransferable, and non-exclusive license to access and make personal use of the Site and to use the object code of the Site on a single computer or as otherwise authorized pursuant to a separate and valid service agreement with us. Without limiting other provisions of this Agreement, this license is subject to the following terms and conditions:

- You do not, and do not allow any third party to, copy, modify, create a derivative work from, or attempt to transfer any right in the Site.
- You do not upload or download (other than page caching) or modify the Site or any portion of it, without our express written consent.
- You do not download upload or download (other than page caching), modify or exercise any other right to any Materials you do not exclusively own, without a written license from the owner(s).

This license expressly excludes any resale or commercial use of the Site. (Any resale or commercial use is permissible only in accordance with the terms and conditions of a separate and valid service agreement with us.) This license expressly excludes any derivative use of the Site; and any use of data mining, robots, or similar data gathering and extraction tools. Neither the Site nor any portion thereof may be reproduced, duplicated, copied, sold, resold, visited, displayed or otherwise exploited for any commercial purpose without our express written consent.

The Site, its individual components and all associated intellectual property rights (including but not limited to compilation, organization and display of the content as well as all software and inventions used on and in connection with the Site) are the sole and exclusive property of FACE

Websites, LLC. All rights reserved. The Site is protected by all applicable federal and international intellectual property laws. No portion of the Site may be reprinted, republished, modified or distributed in any form without our express written permission. You agree not to reproduce, reverse engineer, decompile, disassemble or modify any portion of the Site.

Except as expressly provided in this Agreement, you are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Site, and FACE Websites reserves all rights not expressly granted hereunder.

The trademark *FACE Websites*, along with all logos and trade dress related to the Site (collectively, the “Marks”) are exclusively owned by FACE Websites, LLC. Other trademarks, service marks, logos, labels, product names and service names appearing on the Site and not owned by FACE Websites, LLC are the property of their respective owners.

You agree not to copy, display or otherwise any of the Marks without our prior written permission. The Marks may never be used in any manner likely to cause confusion, disparage or dilute, or in connection with any product or service that is not authorized or sponsored by FACE Websites.

You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on the Site.

**User Conduct and General Practices.** You agree not to use the Site in any unlawful manner or, without limitation, to:

- harvest or collect email addresses or other contact information from others by electronic or other means;
- damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share, store or otherwise make publicly available any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate, stalk or harass another;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of

any party, or that would otherwise create liability or violate any local, state, national or international law;

- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) pursuant to Section 219 of the Immigration and Nationality Act.

Company reserves the right at any time and from time to time to modify or discontinue the Site (or any part thereof), temporarily or permanently, with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

### **Co-Branding, Framing, Metatags and Linking.**

You may not co-brand this Site. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of FACE Websites or facewebsites.com in such a manner as is reasonably likely to give the impression that you have the right to display, publish, or distribute this Site or content accessible within this Site. You agree to cooperate with FACE Websites in causing any unauthorized co-branding immediately to cease.

You may not frame or use framing techniques to enclose any Mark or other proprietary information without our express written consent. You may not include our name or Marks in any metatags or any other hidden text without our express written consent.

You are granted a limited, revocable, nonexclusive license to create a hyperlink to the Site's home page, provided that you comply with all of the following:

- The link must be a text-only link clearly marked "FACE Websites<sup>SM</sup>" or "FACE Websites.com<sup>SM</sup>" or "www.facewebsites.com";
- The link must point to the URL <<http://www.facewebsites.com>> and not to any other page within or without the Site;
- The link, when activated by any Person, must display the Site full-screen and not within a "frame" on the linking or any other site;
- The link shall not portray FACE Websites or the Site in any false, misleading, disparaging or otherwise offensive manner;
- The link may not use any Mark as part of the link without our prior express written permission; and
- The appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with our name and Marks or create any false appearance that we are associated with or sponsor the linking or any other site.

We reserve the right to revoke this license to link at any time in our sole discretion

**User Representations.** By accepting this Agreement you expressly warrant and represent that all factual assertions you have made and will make to us are true and complete; that you have reached the age of majority and are otherwise competent to enter into contracts in your jurisdiction; that you are at least 18 years of age; and that in any event you are receiving a benefit by this Agreement and by being permitted to access the Site.

**Digital Millennium Copyright Act.** Our DMCA policy appears: <http://facewebsites.com/cms-view-page.php?page=dmca-policy>.

**Products and Services Offered by FACE Websites on the Site.** FACE Websites offers products and services on the Site. When you enroll to obtain a product or service from FACE Websites on the Site, you will be required to accept the specific agreement applicable to that product or service. Your use of any such product or service offered on the Site is governed by the terms and conditions in the agreement for that product or service.

**Disclaimer of Warranties.**

A possibility exists that the Site could include inaccuracies, errors or information or materials that violate this Agreement. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site. Although we attempt to ensure the integrity of the Site, we make no guarantees as to its completeness or correctness. In the event that a situation arises in which the Site's completeness or correctness is in question, you agree to contact us including, if possible, a description of the material to be checked and the location (URL) where such material can be found, as well as information sufficient to enable us to contact you. We will make best efforts to address your concerns as soon as reasonably practicable.

The Site may be discontinued at any time, without notice, and with or without reason or cause.

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT IS PROVIDED "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, AND WITHOUT PREJUDICE TO DISCLAIMERS FOUND ELSEWHERE IN THIS AGREEMENT, FACE WEBSITES AND ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, AGENTS AND OTHER REPRESENTATIVES (COLLECTIVELY, "FACE WEBSITES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO OPINION, ADVICE OR STATEMENT OF FACE WEBSITES OR ITS USERS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY. FACE WEBSITES DISCLAIMS ANY AND ALL WARRANTIES FOR ANY INFORMATION OR ADVICE RECEIVED ANYWHERE ON THE SITE AND THROUGH ANY LINKS PROVIDED ANYWHERE ON THE SITE.

FACE WEBSITES DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL, INFORMATION OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF

DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL, INFORMATION OR DATA.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS.

**Limitation of Liability.**

NEITHER FACE WEBSITES NOR ANY OF OUR PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, AGENTS OR OTHER REPRESENTATIVES (COLLECTIVELY, "FACE WEBSITES") ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO USE OR MISUSE OF OR RELIANCE ON THE SITE OR ANY LINKED SITE, EVEN IF FACE WEBSITES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL FACE WEBSITES'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO FACE WEBSITES TO ACCESS THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND/OR RELIANCE ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING ANY SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LEGAL LIABILITY, LOST PROFITS, AND LOST DATA. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS OR LIMITATIONS.

**Special Admonitions for International Use.** Those who choose to access the Site from locations other than the United States of America do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**Third Party Websites and Content.**

You understand that the Site may contain links to third party web sites that are not owned or controlled by Company ("Third Party Sites") and that Third Party Sites may contain advertisements, products, pictures, graphics, photographs, trademarks, logos, text, comments, messages, information, audiovisual work, sound recordings, musical compositions, lyrics, and

other works and intellectual property (without limitation, "Third Party Content") that is not owned or controlled by Company.

Without in any way limiting any other provisions of this Agreement, Company makes no representations whatsoever about any Third Party Site or Third Party Content that you may access through the Site. When you access any other website, you understand that it is entirely independent from the Site, and that Company has no control over the content of such website nor of its policies. Company will not and cannot investigate, monitor, censor or edit the content of any Third Party Sites or Third Party Content. It is up to you to take precautions to ensure that Third Party Sites and Third Party Content are free of such items as viruses, worms, trojan horses, defects, date bombs, time bombs and other items of a destructive nature. If you access any Third Party Site or use or install any Third Party Content, you do so at your own risk.

In addition, a link to another website does not mean that Company endorses or accepts any responsibility for the content, use or policies of the linked website or that the policies of that website are consistent with our policies or the terms and conditions of this Agreement. We strongly encourage you to become familiar with the terms of use and practices of any linked site. You acknowledge and agree that all Third Party Content and Third Party Sites shall be governed by the terms of use and other rules established by the owners, operators or providers of such Third Party Content and/or Third Party Sites, and that Company shall not be a party to, and shall play no role whatsoever in any dispute you may have with the owners, operators or providers of such Third Party Content and/or Third Party Sites.

By using the Site, you expressly release Company from any and all liability arising from your use of any Third Party Site or Third Party Content.

**Submissions.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site ("Submissions") provided by you to Company are non-confidential and shall become the sole property of Company. You hereby assign to Company all exclusive rights, including all intellectual property rights, to Submissions and Company shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without notice, attribution or compensation to you.

#### **Miscellaneous.**

Your rights under this Agreement are not assignable.

This Agreement is binding on the Parties and their respective heirs, legatees, executors, successors and assigns. Excepting rules and policies that may appear on the Site, this Agreement is the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties relating to the subject matter hereof. If any portion of this Agreement is found to be void or unenforceable, the remaining portion shall be enforceable with the invalid portion removed, giving all reasonable construction to permit the essential purposes of the Agreement to be achieved. The Parties' various rights and remedies hereunder shall be construed to be cumulative.

Rules and policies that may appear on the Site are hereby incorporated and made a part of this Agreement. In the event of conflict between any such rule or policy and this Agreement, the applicable provision of this Agreement shall control.

This Agreement shall be deemed to have been made in the United States of America, State of Wisconsin, and it shall be governed by the substantive laws of the State of Wisconsin without regard to any applicable conflict of laws provisions. The Parties submit to jurisdiction in the state and federal courts sitting in Dane County, Wisconsin, USA, and you hereby waive any jurisdictional, venue or inconvenient forum objections. Provided, however, that if we are sued or joined in an action in any other court or forum in respect of any matter which may give rise to a claim by us hereunder, you consent to the jurisdiction of such court or forum over any such claim.

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Nothing in this Agreement shall be construed or deemed to create any partnership, agency, joint venture, employment or franchise relationship between the Parties.

You agree to execute all further and additional documents as may be necessary or desirable to effectuate and carry out the provisions of this Agreement.

Captions and headings used in this Agreement are for purposes of convenience only and shall not be deemed to limit, affect the scope, meaning or intent of this Agreement, nor shall they otherwise be given any legal effect.

No breach of this Agreement by FACE Websites shall be deemed material unless the Party alleging such breach shall have given FACE Websites written notice of such breach, and FACE Websites shall fail to cure such breach within thirty (30) days after its receipt of such notice.

All notices required to be sent to FACE Websites under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage paid, or by overnight delivery service, to FACE Websites, LLC, 1206 Tamarack Way, Verona, WI 53593 Attention: Legal.

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 must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You agree to defend, indemnify and hold FACE Websites harmless against any losses, expenses, costs or damages (including any reasonable attorneys' fees and costs) arising from, incurred as a result of, or in any manner related to any claim or action based upon your breach of the terms and conditions of this Agreement and/or your use of the Site.

**Acceptance of Electronic Contract.** You agree that this Agreement has the same legal force and effect as a written contract with your written signature and that it satisfies any laws that require a writing or signature, including any applicable statute of frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to the

Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You acknowledge that you have had the opportunity to print this Agreement.

**Contact Information**

If you have any questions regarding this Terms of Use Agreement, please contact FACE Websites at [info@facewebsites.com](mailto:info@facewebsites.com)