

# Terms of Use

Last Updated May 11, 2009

This site is part of the network of web sites created and operated by Diversified Business Communications ("DIVERSIFIED"), which are collectively referred to herein as the "Sites." These Terms of Use set forth the terms and conditions under which you may enter and use the Sites and any services available on the Sites. PLEASE READ THESE TERMS OF USE CAREFULLY. BY ENTERING OR USING ANY OF THE SITES, REGISTERING WITH ANY OF THE SITES AND/OR CLICKING "I AGREE," YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE (WITHOUT MODIFICATION), YOU ARE NOT AUTHORIZED TO ENTER OR USE THE SITES.

**PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OF USE OR ON THE SITES TO THE CONTRARY, THE SITES ARE PROVIDED WITHOUT ANY WARRANTY AND SUBJECT TO LIMITATIONS ON OUR LIABILITY. THESE TERMS ARE CONTAINED IN SECTIONS 12 AND 13 BELOW.**

DIVERSIFIED shall have the right, at its discretion, to revise these Terms of Use at any time without notice. WHEN WE DO, WE MAY ALSO REVISE THE "LAST UPDATED" DATE AT THE TOP OF THESE TERMS OF USE. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE CURRENT TERMS OF USE. THE MOST CURRENT VERSION OF THE TERMS OF USE CAN BE REVIEWED BY CLICKING ON THE "TERMS OF USE" HYPERTEXT LINK LOCATED AT THE BOTTOM OF OUR WEB PAGES. WE MAY ADD ADDITIONAL TERMS AND CONDITIONS WHICH GOVERN YOUR USE OF THE SITES BY POSTING SUCH TERMS AND CONDITIONS ON THE SITES FROM TIME-TO-TIME. YOUR CONTINUED ENTRY TO AND/OR USE OF THE SITES AND THE SERVICES AFTER WE POST ANY REVISED TERMS OF USE CONSTITUTES YOUR AGREEMENT TO ANY SUCH REVISED TERMS OF USE.

## 1. USE OF THE SITES

**1.1.** DIVERSIFIED grants you a non-exclusive, non-transferable and limited privilege to use the Sites to view Content, obtain information about and view DIVERSIFIED publications; subscribe to DIVERSIFIED publications; register for trade shows, conferences and events; post messages to bulletin boards, chat groups or forums available on the Sites; and use the Sites for other purposes expressly permitted by DIVERSIFIED in writing on the Sites (collectively, the "Services").

**1.2.** You may print or copy for your personal business use any portion of the Content that you are authorized to access; provided that you do not remove any trademark, copyright or other notice contained in such Content. Your personal business use refers to use which is customary for users of informational websites, and expressly excludes (1) producing, displaying or distribution of multiple or bulk copies of any articles or other Content, or (2) compiling portions of the Content into any product for sale, license, promotional use or any other exchange for value. You may also reproduce, distribute or adopt up to forty (40) words or 250 characters (including spaces) of Content; provided you (a) identify DIVERSIFIED as the source of the Content, and (b) if you use the Content on the Internet, include a hyperlink back to the website from which you obtained the Content.

**1.3.** Other than the personal business uses permitted herein, you may not copy, reproduce, alter, modify, create derivative works, distribute, sell, publish, transmit, publicly display or otherwise use the Content or any part of the Sites without prior written permission from DIVERSIFIED. You specifically agree not to use the Sites or the Content in any manner that competes with DIVERSIFIED.

**1.4.** Without limiting the generality of the foregoing, you further agree not to remove, obstruct, modify or otherwise interfere with the delivery or display of advertisements on the Sites. You further agree that unless you first obtain our express written permission, you will not (a) use any of our trademarks as metatags on other websites, (b) use the Sites in any manner that is illegal or impairs the operation of the Sites or their availability or usage by others, and/or (c) display any part of the Sites in frames (or any Content via in-line links). You agree not to submit to the Sites any malicious software of any kind, including without limitation viruses or Trojan horses.

**1.5.** You further agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Sites, and not to insert any code or product or manipulate the Sites in any way that affects the user's experience including, without limitation, taking any action that imposes, or may

impose, an unreasonable or disproportionately large load on the Sites. You further agree not to use any web crawlers, robots, spiders, or any data gathering or extraction tools, or otherwise engage in data mining in connection with your use of the Sites.

**1.6.** Search engines may engage in customary site indexing and caching.

**1.7.** Requests to use Content for any purpose other than as expressly permitted in these Terms of Use or on the applicable website should be directed to the appropriate DIVERSIFIED publisher; if you are unsure as to the appropriate DIVERSIFIED publication, please contact editor@divcom.com.

## **2. CONTENT**

**2.1.** All of the information, content, services and software displayed on, transmitted through, or used in connection with the Sites, including advertising, directories, guides, articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video, html, source and object code, software, and data, and including the selection and arrangement of the aforementioned and the “look and feel” of the Sites (collectively, the “Content”), are owned by (or licensed to) DIVERSIFIED or its third-party content providers, and is protected by copyright, trade dress, trademark, unfair competition, and/or other laws, and may not be used, copied or imitated in whole or in part except as expressly provided herein. Except as otherwise expressly provided in these Terms of Use, all rights in and to the Sites and Content are expressly reserved by DIVERSIFIED.

**2.2.** DIVERSIFIED respects the intellectual property rights of others. If you believe that your work has been copied and is accessible on the Sites in a way that constitutes copyright infringement, you may notify our agent as provided in this Section 2.5. Pursuant to Title 17, United States Code, Section 512(c)(2), DIVERSIFIED has designated an agent to receive notification of claimed copyright infringement (“Designated Agent”). Information regarding our Designated Agent is available on the United States Copyright Office’s website ([www.copyright.gov](http://www.copyright.gov)).

## **3. SUBMISSIONS & USER-CREATED CONTENT**

**3.1.** The Sites may contain bulletin boards, chat groups, forums and other interactive areas that allow users to express their opinions and post Content. We do not monitor all of the Content posted or transmitted by users and third party information providers.

**3.2.** Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the third party and not of DIVERSIFIED. DIVERSIFIED does not represent or endorse the accuracy or reliability of any Content displayed, uploaded, or distributed on the Sites by any third party. You acknowledge that any reliance upon any such third party Content is at your sole risk.

**3.3.** DIVERSIFIED may, in its sole discretion, edit and/or remove any Content you submit to the Sites. Without limiting the generality of the foregoing, DIVERSIFIED may edit or remove any Content you submit to the Sites that DIVERSIFIED, in its sole discretion, deems abusive, defamatory, obscene, unlawful, or otherwise unacceptable, and you waive any moral rights you may have with respect to changes in the Content. We are not responsible for maintaining your posted Content and we may, in our sole discretion, delete or destroy it at any time with no liability or obligation to you.

**3.4.** You are solely responsible for any Content you submit to the Sites. We shall not be liable for the use or misuse of any information or data, including personal information, that is included in your posted Content.

**3.5.** By submitting Content to the Sites, you hereby grant to DIVERSIFIED, its affiliates and related entities, a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, exploit, modify, archive, store, reproduce, adapt, publish, translate, create derivative works from, distribute, perform and display all such Content in any form, media, software or technology of any kind now existing or developed in the future. You further grant DIVERSIFIED, its affiliates, related entities, licensees and assignees the right to use your name and any other information about you that you provide in connection with any such use of the Content. You understand and agree that visitors to the Sites may use your Content in accordance with these Terms of Use.

## **4. CONTENT LIMITATIONS**

**4.1.** If you provide any information to us, including Content posted to any of the Sites, you agree to provide only true, accurate, current and complete information.

**4.2.** You agree not to post Content that:

- i) contains vulgar, profane, abusive or hateful language, epithets or slurs, text or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature, or expressions of bigotry, racism, discrimination or hate; or
- ii) is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity; or
- iii) violates or infringes any right of DIVERSIFIED or any third party, including without limitation any privacy, trademark, copyright or other intellectual property right, or will otherwise cause injury to any third party, or
- iv) discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law; or
- v) violates any municipal, state or federal law, rule, regulation or ordinance, or attempts to encourage evasion or violation thereof; or
- vi) unfairly interferes with any third party's uninterrupted use and enjoyment of the Sites; or
- vii) advertises, promotes or offers to trade any goods or services, except in areas specifically designated for such purpose; or
- viii) contains copyrighted or other proprietary material of any kind on the Sites without the express permission of the owner of that material; or
- ix) includes or transmits viruses or other harmful, disruptive or destructive files; or
- x) disrupts, interferes with, or otherwise harms or violates the security of the Sites, or any Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites; or
- xi) "flames" any individual or entity (e.g., sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual), or repeats prior posting of the same message under multiple threads or subjects; or
- xii) otherwise violates these Terms of Use.

**4.3.** Any Content posted by you or others will be deemed not to be confidential or secret. You understand that personal and other information (e.g., username, e-mail address, phone number) that you post on our Sites is generally accessible to, and may be collected and used by others, and may result in unsolicited messages or other contact from others. To protect your safety, please use your best judgment when posting information. We particularly discourage divulging personal phone numbers and addresses or other information that can be used to identify or locate you.

**4.4.** We may refer violations of these content limitations to law enforcement authorities.

## **5. USE OF REGISTRATION DATA.**

Certain areas of the Sites may require registration or may otherwise ask you to provide information to participate in certain features or access certain Content or Services. If you elect not to provide such information, you may not be able to access certain Content or Services. To view our Privacy Policy, which governs our use of information you submit to the Sites, please [click here](#).

## **6. USERNAME & PASSWORD**

**6.1.** If we issue an account to use the Sites to you (an "Account"), we will also issue a username and/or password for such Account to you (each user of the Sites that is issued an Account shall be referred to herein as a "Member"). You may not authorize any third party to enter and/or use your Account on your behalf. You are responsible for maintaining the confidentiality of the password and user name, and are responsible for all activities that occur using your Account. You agree to (a) immediately notify DIVERSIFIED of any unauthorized use of your user name, password or Account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. DIVERSIFIED cannot and will not be liable for any loss or damage arising from unauthorized use of your user name, password and/or Account.

**6.2.** Members have access to special Content and Services on the Sites. If you are not a Member, you agree not to use or access, or attempt to use or access, any Content and/or Services intended only for Members.

## **7. LINKS**

**7.1.** The Sites may contain links to other websites or resources. Your dealings or communications through the Sites with any party other than DIVERSIFIED are solely between you and that third party. Under no circumstances will DIVERSIFIED be liable for any goods, services, resources or content available through such third party websites or resources, or for any harm related thereto. Please review carefully that third party's policies and practices and make sure you are comfortable with those policies and practices before you engage in any transaction. Since we are not responsible for the availability of these outside resources, or their contents, you should direct any complaints, concerns or questions regarding any external link to such site's administrator.

**7.2.** If you operate a website and wish to link to the Sites, you may link either to our home page, <http://www.divbusiness.com>, or to any other page or sub-domain of the Sites. We may revoke permission to link to the Sites in our discretion.

## **8. FEES AND PAYMENTS**

DIVERSIFIED reserves the right to charge fees for access to portions of the Sites or particular Services offered. However, we will not charge for access to the Sites or Services unless we obtain your prior agreement to pay such charges. All new fees, if any, will be posted at appropriate locations on the Sites. You shall pay all fees and charges incurred through your Account at the rates in effect for the billing period in which such fees and charges are incurred, including charges for any products or Services offered for sale through the Sites by DIVERSIFIED or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes for such fees and charges.

## **9. INTERNATIONAL USERS**

The Sites are controlled, operated and administered by DIVERSIFIED from its offices within the United States. Accessing the Sites from territories where the Sites, Content or Services are illegal is prohibited. You may not use the Sites or export the Content in violation of any applicable export laws and regulations. If you access the Sites, you are responsible for compliance with all applicable laws.

## **10. ADVERTISERS**

Any advertiser on the Sites confirms that its companies are VAT registered within the EU in the country where it received the goods of its agreement with Sites and that the Advertiser will account for any local VAT due in that country under the reverse charge procedure as per the applicable VAT rules in force in that country. Where the Advertiser are not VAT registered or cease to become VAT registered in that country, the Advertiser will inform DIVERSIFIED immediately. Failure to inform the DIVERSIFIED could create VAT and related costs. In the event that the Advertiser become de-registered or incorrectly informed the DIVERSIFIED that the Advertiser is VAT registered—DIVERSIFIED reserves the right to charge the Advertiser any VAT and related costs in addition to the price agreed for services according to the Terms its Agreement.

## **11. INDEMNITY/LIMITATIONS OF LIABILITY**

**11.1.** As a condition of use of the Sites and the Services, you agree to indemnify, defend and hold harmless DIVERSIFIED, and its officers, directors, owners, agents, information providers, subsidiaries, affiliates, licensors and licensees (collectively, "Indemnified Parties") from and against any and all claims, liability and costs, including attorneys' reasonable fees, incurred by the Indemnified Parties in connection with any claim arising out of (a) your entry and/or use of the Sites, (b) your use of the Services, (c) DIVERSIFIED's use or distribution of any Content you provide to DIVERSIFIED, (d) Content posted or transmitted through your Account, even if not posted or transmitted by you, and/or (e) any violation, or alleged violation, of these Terms of Use by you, or any party acting on your behalf or with your authority.

**11.2.** You shall cooperate as fully as reasonably required in the defense of any such claim. DIVERSIFIED reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **12. DISCLAIMER**

Notwithstanding anything contained in these Terms of Use or on the Sites to the contrary, the Sites, Content and Services are provided on an "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" basis, without warranty of any kind. We do not promise or warrant that any aspect of the Sites (including, without limitation, the Service) will work properly or will be continuously available and we assume no liability or responsibility for any error or omission in respect of the Sites including, without limitation, any error, inaccuracies or omissions with respect to any Content, that any error, inaccuracies or omissions will be corrected, or that the Sites are free of viruses or other harmful components. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS DONE AT YOUR SOLE DISCRETION AND RISK. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, COMPATIBILITY, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE IN RESPECT OF THE SITES AND CONTENT. FURTHERMORE, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE SITES AND CONTENT. Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to you.

## **13. LIMITATION OF LIABILITY.**

**13.1.** IN NO EVENT WILL DIVERSIFIED, OR ITS AFFILIATES, EMPLOYEES, AGENTS, CONTENT PROVIDERS OR LICENSORS, BE LIABLE FOR (A) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, THE USE OF THE SITES OR CONTENT, THE LOSS, DELAY OR INABILITY TO USE THE SITES OR CONTENT, THE LOSS OF ANY CONTENT OBTAINED THROUGH THE SITES, AND/OR THE INACCURACY OF ANY CONTENT, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF CONTENT YOU SUBMIT TO US, AND/OR (B) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR OTHERWISE ARISING OUT OF THE USE OR PERFORMANCE OF THE SITES (INCLUDING, WITHOUT LIMITATION, THE SERVICES), IN EACH OF (A) AND (B) ABOVE WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND EVEN IF DIVERSIFIED (OR ITS AFFILIATES, EMPLOYEES, AGENTS, CONTENT PROVIDERS OR LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the disclaimer of some types of damages, so some of the above may not apply to you.

**13.2.** If you are dissatisfied with any Sites or Content, your sole and exclusive remedy is to discontinue using the Sites.

## **14. TERMINATION/MODIFICATIONS TO THE SITES OR SERVICES.**

**14.1.** DIVERSIFIED may, in its sole discretion, (a) terminate, modify, suspend, discontinue and/or restrict your Account and/or right to use all or any portion of the Sites (including, without limitation, the availability of any Content contained on the Sites), and/or (b) change any of the Services offered on the Sites, in each instance at any time for any reason (or for no reason) and without notice or liability. Without limiting the generality of the foregoing, we may, in our discretion, terminate your Account and/or your right to use of the Sites if (x) you breach these Terms of Use, (y) we believe that you are infringing, or have infringed, the intellectual property rights of others or you are aiding or threatening, or have aided or threatened, such infringement, and/or (z) we believe you have engaged in any fraudulent, abusive, or otherwise illegal activity.

**14.2.** You agree that (a) if your authorization to enter any of the Sites is terminated, you will not thereafter enter, or attempt to enter, the Sites, directly or indirectly, and (b) if your authorization to enter any of the Sites is suspended, you will not thereafter enter, or attempt to enter, the Sites, directly or indirectly, until your suspension is removed and we give you express notice thereof.

**14.3.** Termination of your right to use all or any portion of the Sites for any reason will not affect survival of those provisions of these Terms of Use that by their nature are intended to extend beyond the term of these Terms of Use.

## **15. MISCELLANEOUS**

**15.1.** These Terms of Use constitute the entire agreement between you and DIVERSIFIED regarding the use of the Sites and the Services and shall be deemed to include all other notices, policies, disclaimers, and other terms contained in the Sites; provided, however, that in the event of a conflict between such other terms and these Terms of Use, these Terms of Use shall control.

**15.2.** You may not transfer any rights or obligations you may have to your Account or under these Terms of Use without our prior written consent.

**15.3.** The failure of DIVERSIFIED to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

**15.4.** If any portion of these Terms of Use is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Terms of Use shall remain in full force and effect.

**15.5.** These Terms of Use are governed by the laws of the State of Maine and the United States, without giving effect to the conflict of law provisions thereof. Any action to enforce these Terms of Use or any purported duty, obligation, breach or injury by DIVERSIFIED, shall be brought in the United States District Court for the District of Maine or, if the federal courts do not have subject matter jurisdiction, the state courts of original jurisdiction located in Portland, Maine, and each Party hereby consents to and submits to the personal jurisdiction and venue of each of such courts.

**15.6.** A printed version of these Terms of Use and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**15.7.** The failure of DIVERSIFIED to insist upon or enforce strict performance by you of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. None of our rights or remedies conferred by these Terms of Use are exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.

**15.8.** If we bring any suit against you to enforce these Terms of Use or otherwise in connection with your use and/or enter of the Sites, you agree that if we prevail in such suit we shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees.

**15.9.** Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use.

**15.10.** You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Use and/or the Sites must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.

**15.11.** Official correspondence to us must be sent via postal mail to:

### **Diversified Business Communications**

Attn: General Counsel  
121 Free Street  
Portland, ME 04101

### **Service Contact**

Contact [webmaster@divcom.com](mailto:webmaster@divcom.com) with questions or problems with the Site.

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