

USER AGREEMENT

This User Agreement ("Agreement") is intended to enhance the Site and, specifically the Comments Section, by prohibiting unacceptable use. Anyone wishing to add a comment to the Comments Section ("Users") must comply with this Agreement. Although Company does not actively monitor postings on the Comments Section, Company may edit or remove any materials that, in its sole discretion, it believes may be illegal, may subject Company to liability, or may violate the Agreement. Your violation of this Agreement may result in the suspension or termination of your access to the Comments Section, the Site and/or other legal action to enjoin violations and/or to collect damages, if any, caused by your violations.

1. GRANT OF RIGHTS.

Any comment, post, feedback, message, image, audio, material, idea, suggestion or other communication you submit on or through the Site (collectively "User Content") is not private. By submitting User Content on or through the Site, you grant Company and its affiliates an irrevocable, royalty-free, worldwide, perpetual right and license to use, copy, modify, display, distribute, reproduce and create derivative works based upon such User Content, in any form, media, software or technology of any kind now existing or developed in the future. By submitting User Content on or through the Site, you grant Company and its affiliates permission to use your name and any other information you provide to attribute such User Content to you. By submitting User Content on or through the Site, you are confirming that (a) you are the sole author of the User Content and the User Content is not copied in whole or in part from any other source; and (b) you have obtained all necessary permissions associated with the User Content, including without limitation permissions relating to copyrights, trademarks, rights of publicity and/or rights of privacy.

2. VIOLATIONS OF USER AGREEMENT

Submitting User Content that meets any of the following criteria is prohibited and will constitute a violation of this Agreement. You agree not to post, transmit, e-mail or otherwise make accessible on or through the Site any User Content that:

- Is unlawful, harmful, threatening, tortuous, defamatory, libelous, abusive, disparaging, pedophilic, pornographic, obscene, invasive of another's privacy, hateful, or malicious;
- Contains hate propaganda or promotes discrimination or violence against any people on account of their race, national origin, religion, age, gender, disability, or sexual orientation;
- Is or could be harmful to minors;

- Harasses or advocates harassment of another person;
- Involves the transmission of “junk mail,” “chain letters,” unsolicited mass mailing or “spam”;
- Promotes information that you know is false, misleading, or promotes illegal activities or conduct;
- Is or promotes an illegal or unauthorized copy of another person’s work, such as providing pirated computer programs or links to them, or providing information to circumvent manufacture-installed copy-protect devices;
- Infringes any patent, copyright, trademark, service mark, trade secret, or other proprietary right of any person or entity;
- Contains restricted password only access pages, or hidden pages or images;
- Provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- Provides instructional information about illegal activities such as making or buying illegal weapons, or providing or creating computer viruses;
- Contains a software virus or any other code files or programs that are designed to or have the ability to interrupt, destroy, compromise, or otherwise limit the functionality of any computer software or hardware or telecommunications equipment;
- Solicits passwords, or personal identifying information for commercial or unlawful purposes from other users; or
- Otherwise violates any local, state, national or other applicable law or regulation.

In addition, the following activities are prohibited and constitute violations of this Agreement; you agree that you will not, in connection with your use of the Site:

- Impersonate any person or entity or falsely misrepresent your affiliation with any other person or entity;

- Forge headers or otherwise manipulate identifiers for the purpose of disguising the origin of any User Content posted or transmitted on or through the Site;
- Engage in commercial activities and/or sales without our prior written consent including, without limitation, contests, sweepstakes, barter, or advertising;
- Post or transmit any content that you do not have the right to post or transmit;
- Post or submit unsolicited commercial e-mail, chain letters, "spam," pyramid schemes, or seek or encourage others to engage in these activities;
- Disrupt the ordinary flow and operation of any portion of the Site;
- Interfere with or disrupt the Site or any server or network involved with the operation of the Site;
- Stalk or harass any other person;
- Access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data
- Post off-topic comments, feedback, messages, suggestions or other communications including but not limited to commercial advertisements; or
- Collect or "harvest" from the Site the names of other users for the purpose of transmitting to those other users unsolicited commercial messages.

If you discover this kind of material or activity on the Site, please notify Company immediately at webmaster@9and10news.com. Company does not support, endorse nor tolerate any of the foregoing material or activity.

Given the nature of the Comment Section and the volume of User Content, Company cannot and does not monitor all User Content or other materials posted or transmitted by users and third-party information providers. To protect your safety, please use your best judgment when using the Comment Section. Company discourages divulging personal information when you participate in the Comment Section. You do so at your own risk.

Company does not necessarily endorse, support, sanction, encourage, verify, or agree with

statements posted on the Comment Section. Any such statements are the views and responsibility of those who posted them, and do not necessarily represent Company's views. You agree that Company is not responsible, and shall have no liability to you whatsoever, with respect to any such statements.

3. **INDEMNITY**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, COMPANY AND ITS AFFILIATES, SUBSIDIARIES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS AND EMPLOYEES, FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, TRADE DISPARAGEMENT, PRIVACY AND INTELLECTUAL PROPERTY INFRINGEMENT) AND DAMAGES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) ARISING FROM OR RELATING TO ANY ALLEGATIONS REGARDING: (1) YOUR USE OF THE SITE; (2) COMPANY'S USE OF ANY USER CONTENT OR INFORMATION PROVIDED BY YOU OR TRANSMITTED THROUGH YOUR ACCOUNT, EVEN IF NOT POSTED BY YOU; AND (3) ANY VIOLATION OF THIS AGREEMENT BY YOU.

4. **TERMS AND CONDITIONS**

Company's [Terms and Conditions](#) are incorporated herein by reference. By clicking below you expressly agree to the [Terms and Conditions](#).

5. **REVISIONS TO THIS AGREEMENT**

Company reserves the right to update, amend, or modify this Agreement at any time and in any manner, without prior notice. Any update, amendment, or modification will be effective immediately upon being posted on the Site.