

# TERMS OF USE

These pages list the terms which govern your use of the website socialcentsclub.com

- **Acceptance of Terms.**

This page sets forth the terms of use (the "TOU") under which You may use the site socialcentsclub.com. These Terms of Use constitute a legally binding agreement between you and socialcentsclub.com. The services that socialcentsclub.com provides to You are subject to these TOU. Please read these pages carefully. **If you do not accept the TOU stated here, do not use this website or the services.** Your access of this website, use of its services, materials or content, presented in any and in all areas of the website, or downloading information from the website indicates Your acknowledgment and agreement to these Terms of Use. The socialcentsclub.com reserves the right to update the TOU at any time without notice to You. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages. You should visit this page periodically to review the TOU because they are binding on You. Socialcentsclub.com reserves the right to cancel any account that violates these TOU.

- **Definitions.**

The terms "You" and "User" as used in these TOU refer to all individuals and/or entities accessing this website, whether a paying member or not, for any reason and from any location and in any manner by or through any medium.

The terms "We", "Company" or "socialcentsclub.com" The term "Site" refers to the socialcentsclub.com website.

The term "Services" refers to the services offered by socialcentsclub.com on this Site, as further defined in Section 3 below.

The terms "Users" means any person, whether a paying member or not, who uses or accesses the Site, any portion of the Site, in any manner or through any medium.

The term "member" means users of the Site

- **Description Of Services**

Through the Site, The socialcentsclub.com provides You with access to a networking site, social media site, database and advertising forum in which you can meet other people. The Site also provides a forum for posting of events, pictures, videos and other material. Limited areas of the Site can be accessed for free by any person. A member profile may remain posted on the Site even if that member is not actively using the Service or no longer a member. You acknowledge that although a member's profile may be viewed, You may not be able to use the Service to communicate with that member if he or she is not then actively using the Service.

User authentication is difficult and the Company does not authenticate all Users or all information supplied by a User. We have no control over the content or nature of information posted or uploaded to the Site or of the replies, email or information You may receive through the Site. Socialcentsclub.com **is not responsible for the conduct of any User.** If You feel a response You have received is an inappropriate use of this Service, please notify us immediately at [lisa@yourwalkingbillboard.com](mailto:lisa@yourwalkingbillboard.com). Although the Company attempts to interview the advertisers on its Site, the Company does not guarantee the actions of the advertisers or their products or services.

You should be careful and exercise caution about the information You post about Yourself and Your family or friends. **YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SITE.** There are risks of dealing with strangers or people acting under false pretenses,

including, but not limited to, the risk of physical harm, emotional distress or financial harm. It is up to You to interview the other party with whom You are interacting, to order further background checks and investigations if You wish and to obtain more information about the person or entity with whom You are dealing, the event You wish to attend or the product You are purchasing. Other than the events arranged by socialcentsclub.com, The socialcentsclub.com is not involved in any way in the user-to-user dealings or transactions. You assume all risks associated with use of the Site in any way including, without limitation, (i) interacting with other Users of the Site or with whom You come in contact through the Site, (ii) attending events that you find on the Site, or (iii) using or acting on information obtained from the Site or from other users of the Site. Your use of the Site and dealing with third parties through information received through the Site should be guided accordingly.

By using the services of socialcentsclub.com You acknowledge that the people, information or events listed on the Site are not fully screened by the Company and that it is Your sole responsibility to conduct thorough investigations and satisfy Yourself about the people, information or activities that you are interested in or choose to be involved in. **THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS.**

**The socialcentsclub.com is not responsible for the conduct of any User. As noted in and without limiting Sections 13 and 14 below, in no event shall The socialcentsclub.com, its members, directors, officers, employees, agents, representatives or any of its affiliates or partners be liable, directly or indirectly, for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to Your conduct or that of anyone else in connection with the use of the Site or Service including, without limitation, death, bodily injury, emotional distress, financial harm and/or any other damages resulting from communications or meetings with other Users or persons You meet through the Service or disclosure of any information provided directly or indirectly to The socialcentsclub.com.**

- **Eligibility for Member Account.**

You must be 18 years old or older to use the Services and to create an account.

By requesting to use, registering to use, and/or using the Service, You represent and warrant that you have never been convicted of a felony and/or are not required to register as a sex offender with any government entity.

To become a member, You must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. The Service also requires Your completion of a questionnaire in order to assist us in rendering the Services to You. By providing the registration form and the questionnaire to Us, You represent and warrant that all information contained in such forms is true and accurate.

- **Use of Site**

The Company authorizes You to view and access a single copy of the content available on or from the Site, or such portion thereof of which You are a member, solely for your personal, noncommercial use. If you are not a member, then the Company authorizes You to view and access a single copy of the content available on or from the Site to non-members, solely for your personal, noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content, information, software, products or services obtained from the Site or the Services. You do not acquire any ownership rights or incidents thereof to the Site or any Site Content (as defined in Section 8 below), software or document used through the Site.

As part of the services provided by The socialcentsclub.com you will be able to post information (including photographs) about Yourself, Your family and events on the Site. Personal information about You is only available to other Users of the Site who have a membership. We cannot and do not guarantee that other parties will not gain access to the Site and its databases, even those portions that are restricted to paying members. We have no control over and no responsibility for the use of Your information (including photographs) by third parties. You understand and agree that the content of all Users, including Your

content will be collected, aggregated and anonymously integrated in the socialcentsclub.com system and the Company databases. You are fully responsible for any material, content or information You post on the Site and any consequences arising therefrom.

Always use caution when giving out any personally identifiable information about Yourself or Your family on the Site or in any Services. Although The socialcentsclub.com does review certain photographs before they can be uploaded (but only for the purposes listed in Section 9 below), not all photographs or other materials supplied by Users is reviewed by The socialcentsclub.com and our review may not address issues of concern to you. The socialcentsclub.com does not review, control or endorse the content, messages, photographs or information found in the Services or on the Site. **The socialcentsclub.com specifically disclaims any liability with regard to the Site or the Services and any claims, liabilities, actions, costs or expenses resulting from Your uploading information or photographs to the Site, Your participation in any Services, the Site or any activities or events posted on the Site.**

## • **No Unlawful Or Prohibited Use.**

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, calendars, file cabinets and/or other message or communication facilities designed to enable you to communicate with others. You agree to use the Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Service and the business conducted by The socialcentsclub.com. **You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available on the Service or transmit to other Users, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted.** As a condition of Your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these TOU or by notices posted on the Site or by applicable law. You agree not to use the Services in any manner that could damage, disable, overburden, or impair any socialcentsclub.com server, or the network(s) connected to any socialcentsclub.com server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any socialcentsclub.com server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to You through the Services.

By way of example, and not as a limitation of the foregoing, You agree that when using the Services, You will not:

- Use the Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, transmit, link to, distribute or disseminate any inappropriate, profane, defamatory, discriminatory, obscene, indecent material or information or information on an unlawful topic.
- Upload, or otherwise make available, files that contain images, resumes, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, routine or programs that may damage the operation of another's computer or property of another, or which are intended to interfere with, or expropriate any system, data or information.
- Interfere or attempt to interfere with the proper working of the Site or any activity conducted on or through the Site.

- Advertise or offer to sell or buy any goods or services for any business purpose, unless the Site specifically allows such messages or transactions or you are an approved advertiser of the Site.
- Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Services or delete or revise any material posted by another person or entity.
- Violate any code of conduct or other guidelines of the Site or specific areas within the Site.
- Search any part of the Site other than that portion made available to You through Your membership.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Request money from, or defraud or intend to defraud other Users.
- Provide instructional information about illegal activities such as making or buying illegal weapons or drugs.
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users are able to type, or otherwise negatively affects other Users' ability to engage in real time exchanges.
- Solicit passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission.
- Publicize or promote commercial activities and/or sales without our prior written consent such as sweepstakes, barter and advertising.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others or impersonate another person, or post incomplete, false or inaccurate biographical information or information which is not Your own.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of Users of the Services or other user or usage information or any portion thereof.

The Site and Service is for personal use only and not for commercial use, including, without limitation, soliciting others to attend parties or other social functions, or networking, for commercial purposes. Users of the Site may not use any information obtained from the Service to contact, advertise to, solicit, or sell to any other User without his or her prior explicit consent.

The Company has no obligation to monitor the Services. However, the Company reserves the right to review materials posted to the Services and in its sole discretion to remove any materials, block any posts or other exchanges, or take any appropriate action, including, without limitation, legal action against any person who violates these TOU. The Company may restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which we deem appropriate in our sole discretion. The socialcentsclub.com reserves the right to terminate Your access to Services at any time, without notice, for any reason whatsoever and socialcentsclub.com shall not have any liability for such action.

## • **Password and Security.**

Upon registration You will select a username and password. You are entirely responsible for maintaining the confidentiality of Your username, password and account. You may not authorize others to use your account, and You may not assign or otherwise transfer Your account to any other person or entity. You are entirely responsible for any and all uses and activities that occur under Your username, password or account, whether or not authorized by You. You agree to notify The socialcentsclub.com immediately of any unauthorized use of your password, account or any other breach of security. The socialcentsclub.com will not be liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge. However, You are liable for losses incurred by socialcentsclub.com or another party due to someone else using Your account or password or due to Your use.

- **Intellectual Property Rights.**

The Site and the contents of the Site including, without limitation, text, graphics, images, logos, button icons, software, displays, information and other content (collectively, "Site Content"), are protected under both United States and foreign copyright, trademark and other laws. The Site and Site Content is the property of The socialcentsclub.com or its content suppliers, clients or licensors. The compilation (meaning the collection, arrangement, organization and assembly) of the Site, all content on this Site, and the look and feel thereof, is the exclusive property of The socialcentsclub.com and protected by U.S. and international copyright laws and other applicable laws. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site is prohibited. Unauthorized use of the Site, Site Content, HTML code, CSS code and/or any other code used or created by or for The socialcentsclub.com may violate copyright, trademark, and other laws and is prohibited. Materials uploaded to the Services are subject to limitations on usage, reproduction and/or dissemination as stated in these TOU, elsewhere on the Site and under applicable law. You are responsible for adhering to such limitations if you download the materials.

- **User Submissions**

Users will be able to post photographs and other information on the Site. Prior to photographs being uploaded to the Site, You must submit the photograph to the Company for its review. The Company is only reviewing the photographs to determine whether in the Company's opinion such photographs contain pictures that are indecent, unlawful, obscene or pornographic. The Company's determination shall be final and binding on You. The fact that the Company may agree to allow a photograph to be posted is not an agreement or acknowledgement by the Company that such photograph is not one that violates any laws, including, without limitation, copyright laws, and is not an endorsement of the materials contained in the photo or a representation by the Company in any way, including, without limitation the truth or accuracy of the photograph.

Upon the submission of the initial membership application, You will be asked to complete a questionnaire that has been designed by or for the Company. The Company will use the answers to these questions to assist it in providing the Services to You. However, the Company makes no warranties, guarantees or representations that this questionnaire will assist You in meeting other people or that the persons that You do meet through the Service or the Site will be compatible.

The Company does not represent or guarantee the truthfulness, accuracy, or reliability of information or communications posted or exchanged by Users or endorse any opinions expressed by or information furnished by Users. **You represent and warrant that all information that You submit to The socialcentsclub.com or upload to the Site upon registration or at any other time is accurate and truthful and that You will promptly update any information provided by You that subsequently becomes inaccurate, misleading or false.** The socialcentsclub.com does not guarantee results nor assume any liability for any action taken in response to Your use of this Site or Services. The socialcentsclub.com is an advertisement provider. You acknowledge that any reliance on material posted by other Users will be at Your own risk. The socialcentsclub.com acts as a passive conduit for the online distribution and publication of User submitted information and has no obligation to, and except as specifically set forth in these TOU, does not, screen communications or information in advance and is not responsible for screening or monitoring material posted by Users. You understand that The socialcentsclub.com has no control over the truth or accuracy of the information submitted or posted, or the validity, security or legality of the information or events posted on this Site. If notified by a User of communications which allegedly do not conform to these TOU, The socialcentsclub.com may, but has no obligation to, investigate the allegation and determine in its sole discretion whether to remove or request the removal of the communications. The Company has no liability or responsibility to Users for performance or nonperformance of such activities. The fact that material is posted on the Site is not deemed to be an agreement by The socialcentsclub.com that such posting meets the guidelines set forth in these Terms of Use or elsewhere on the Site. The fact that material is posted on the Site is not an agreement or acknowledgement by the Company that such material does not violate any laws, including, without limitation, copyright laws, and is not an endorsement of such materials or a representation by the Company in any way, including, without limitation the truth or accuracy of the materials.

The socialcentsclub.com has no liability for any postings made to the Site.

By submitting content to any public or non-public area of the Site, including message boards, forums and chat rooms, You grant the Company and its affiliates the royalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), nonexclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. By posting such content You warrant and represent that You own or otherwise control all of the rights to such content including, without limitation, all intellectual property rights, all rights necessary for You to provide, post, upload, input or submit the content and that there is no obligation of confidentiality. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant the license stated above. You also permit any User to access, display, view, store and reproduce such content for personal use. Subject to the foregoing, the owner of such content placed on the Site retains any and all rights that may exist in such content.

We appreciate hearing from our customers and welcome Your comments regarding our services and socialcentsclub.com Sites. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value Your feedback on our services, please be specific in Your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of The socialcentsclub.com. None of the Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. The socialcentsclub.com shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person who submitted the Submission.

## • **Identification Of Agent To Receive Notification And Elements Of Notification Of Claimed Copyright Infringement**

In accordance with the Digital Millennium Copyright Act ("DMCA"), all copyright infringement issues regarding the Company Sites should be directed to the designated agent set forth below:

socialcentsclub.com - [lisa@socialcentsclub.com](mailto:lisa@socialcentsclub.com)

If you believe that the Site infringes on or contains material infringing on the copyright ownership of another or Your copyrighted material contact the Designated Agent listed above and include the following information:

1. A description of the copyrighted work You claim has been infringed, and a description of the activity that You claim to be infringing;
2. Identification of the URL or other specific location on the Site where the material or activity You claim to be infringing is located or is occurring; You must include enough information to allow us to locate the material or the activity;
3. Your name, address, telephone number and, if You have one, your e-mail address;
4. A statement by You that You have a good faith belief that use on the Site of the copyrighted work in the manner You are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law;
5. A statement by You, made under penalty of perjury, that the information You have provided in Your notice is accurate and that You are either the copyright owner or are authorized to act on behalf of the copyright owner; and
6. The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf.

Please note that You will be liable for damages (including costs and attorneys' fees) if You materially misrepresent that any material, a product or activity is infringing Your copyright or that of another. Upon



receipt of a copyright infringement notice The socialcentsclub.com will follow the guidelines of the DMCA with regards to notifying the owner thereof, the infringer and blocking access to infringing material. The Company, in appropriate circumstances, will remove any infringing material or disable access thereto and may terminate any User who is an infringer or posts infringing information.

- **Links To Third Party Sites.**

Where provided, third party links will let you leave the socialcentsclub.com Site. The linked sites are not under the control of socialcentsclub.com and socialcentsclub.com has no control over such links or sites and is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The socialcentsclub.com does not make, and hereby disclaims any, representations and warranties regarding the content or accuracy of materials on such third party websites or the effect that going to such site may have on your computer or data. The socialcentsclub.com is not responsible for webcasting or any other form of transmission received from any linked site. The socialcentsclub.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The socialcentsclub.com of the site or the contents on such third-party websites or any products and services sold through such websites. If You decide to access linked third party websites, You do so at your own risk. Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Site or Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You further acknowledge and agree that socialcentsclub.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such third party or linked website or resource.

- **Service Interruption, Changes, Errors.**

The Company does not guarantee continuous access to the Site, the Service or the Site Content. Operation of the Site or the Site Content may be interrupted or otherwise interfered with for reasons beyond the Company's control. The Company is not responsible for any information stored or maintained on the Site or its servers. The Company reserves the right, without notice, to temporarily switch off or disable the Site, equipment or restrict its availability and shall have no liability to You or any person for such action. The Site and/or equipment will be reconnected as soon as the Company can do so or the Company's ISP advises that it can do so. You understand that the technical processing and transmission of the Site Content and any information You may post to the Site, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or any Site Content (or any part thereof) with or without notice. You agree that the Company shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service and acknowledge that such action by the Company may result in Your not being able to access Your information.

You acknowledge that the Company may establish general practices and limits concerning use of its Services, including, without limitation, the maximum number of days that postings or other uploaded content will be retained. The Company may restrict the number of emails which a member may send to other members in any 24-hour period to a number which we deem appropriate in our sole discretion. The socialcentsclub.com has the right to pop up into your conversations with other Users. The socialcentsclub.com reserves the right to terminate Your access to Services at any time, without notice, for any reason whatsoever and the Company shall not have any liability for such action. You agree that the Company has no responsibility or liability for the deletion or failure to store any of Your postings, photographs and other communications or other content maintained or transmitted by or through the Site. You acknowledge that the Company reserves the right to remove accounts and postings that are inactive for an extended period of time, as determined by the Company in its sole discretion. To protect the integrity of the Site or the Service, the Company reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site or Service.

You further acknowledge that the Company reserves the right to modify these general practices and limits from time to time.

Although every effort is made to keep the listings current, the Company takes no responsibility for outdated or superseded information found on the Site.

- **Release and Indemnity.**

You hereby release The socialcentsclub.com and its members, officers, directors, employees, affiliates, licensors, content and service providers and agents from any claims, actions, losses, liabilities, expenses, demands or damages, (actual, punitive and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with Your use of the Services, Site and/or the Site Content, including, without limitation, from any dispute with any other User of the Site and/or any personal injury or physical damage or harm sustained by You as a result of using the Site or meeting anyone with whom You came in contact with through the use of the Site and its related Services.

You hereby defend, indemnify, and hold harmless The socialcentsclub.com its members, officers, directors, employees, affiliates, licensors, content and service providers and agents, from and against any claims, actions, losses, liabilities, expenses or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from, or related to (a) any material You provide to the Site; (b) any material provided by another or posted by another on the Site; (c) Your use of the Site; (d) any Site Content; (e) Your breach of these TOU; (e) any interaction with a person who you met through the Site or Services, directly or indirectly; or (f) any violation of law by You. The socialcentsclub.com shall provide notice to You promptly after it receives notice of any such claim, suit, or proceeding, and upon Your request. As complete indemnification is intended, all costs expenses and reasonable attorneys' fees incurred in enforcing the indemnity and defense obligations under these TOU shall also be reimbursed.

- **Disclaimers; Limitations of Liability.**

The Site Content may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of the Site or the Site Content. The use of the Site and the Site Content is at Your own risk. Changes are periodically made to Site and may be made at any time. You acknowledge and agree that You are solely responsible for any information or material placed by You on the Site. The Company shall not be responsible for any decisions, for whatever reason, made by any person as a result of using the Site.

THE COMPANY DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE OR THE SITE CONTENT RESULTS IN ANY COMPUTER ERRORS OR MALFUNCTIONS OR THE NEED FOR SERVICING OR REPLACING EQUIPMENT, SOFTWARE OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS OR ANY COSTS, EXPENSES OR LIABILITIES ARISING THEREFROM. THE COMPANY SITES AND SITE CONTENT AND ANY SERVICE OR INFORMATION PROVIDED THEREBY OR AVAILABLE FROM OR THROUGH THE SITE ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS. THE SITE AND/OR THE SITE CONTENT MAY CONTAIN BUGS, ERRORS OR OTHER PROBLEMS OR LIMITATIONS. THE COMPANY ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE SITE CONTENT OR HOW USE OF THE SITE MAY AFFECT YOUR PROGRAMS, DATA, SOFTWARE, HARDWARE, COMPUTER OR BUSINESS. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY USE OF THE SITE, VIRUSES CONTAINED WITHIN OR ACCESSED THROUGH THE ELECTRONIC FILES, OR BY ANY PERSON GAINING UNAUTHORIZED ACCESS TO THE SITE OR THE SITE CONTENT, IS HEREBY SPECIFICALLY DISCLAIMED.

IN NO EVENT SHALL THE COMPANY, ITS MEMBERS, SHAREHOLDERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SERVICE OR CONTENT PROVIDERS OR ANY THIRD PARTIES MENTIONED ON ANY COMPANY SITE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, PHYSICAL INJURY, DEATH, DAMAGES FOR LOSS OF BUSINESS, LOSS OF



PROFITS, LITIGATION OR THE LIKE OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE, OR INABILITY TO USE, ANY OF THE SITE AND/OR THE SITE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND USER. THE INFORMATION AND THE SERVICES PROVIDED FROM THIS SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE AMOUNT PAID BY USER FOR THE INFORMATION OR SERVICES OBTAINED THROUGH THE SITE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE OR YOUR CONDUCT OR THAT OF ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES OR THE SITE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM INTERACTIONS, COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

- **Cancellation and Termination.**

**Your subscription for membership continues indefinitely, and will be automatically renewed, until cancelled by You.** No refund will be issued of any portion of the membership fees at any time. If You cancel Your membership, at the Company's discretion Your profile may be removed, and other Users will not be able to view your profile. The Company may elect to keep Your profile on the Site, unless notified in writing by You specifically requesting the removal of Your profile and all related materials.

Following any cancellation or termination, The socialcentsclub.com reserves the right to send notice thereof to other Users which whom you have corresponded.

- **General**

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These TOU are governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. Jurisdiction for any claims arising under these TOU, the use of the Site or the Site Content shall lie exclusively with the state or federal courts within Florida. All parties including, without limitation, You, the user, hereby submit to the exclusive jurisdiction of the courts of the State of Florida and the Federal courts sitting in Florida. If any provision of these TOU are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these TOU, which shall remain in full force and effect.

No waiver of any term of these TOU shall be deemed a further or continuing waiver of such term or any other term.

The Company reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Except as expressly provided herein or on a particular "Legal Notice" or software license or material on particular pages of the Site, in the Privacy Policy or contracts or agreements specifically between You and

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- **Additional Terms of Use**

Certain areas of this Site are subject to additional terms of use. By using such areas, or any part thereof, You agree to be bound by the additional terms of use applicable to such areas.

- **Privacy Policy**

**For The socialcentsclub.com's complete privacy policy shall be deemed to be part of these TOU.**