

Terms of Use

PLEASE NOTE YOUR ACCEPTANCE OF THE FOLLOWING
AGREEMENT IS THROUGH YOUR USE.

This website (the "Site") is operated by _____ [DAN ADD ALL NAMES OF MEDIA COMPANY]. By using the Site, you agree to be bound by all of the terms, conditions and notices contained or referenced in these Terms of Use. You should review the Terms of Use from time to time. Operator may change any of the Terms of Use at any time without notice by posting revisions to the Site. Your continued use of the Site constitutes your acceptance of the revised Terms of Use. If you do not accept all of the Terms of Use, you must exit the Site immediately.

No Use by Children

The Site is not directed to, or intended for use by, children (defined as anyone age twelve (12) or younger). Children should not use the Site or submit any information to Operator. Ages 13 to 18 may only use this Site with adult supervision. Any adult supervising a user ages 13 to 18 assumes all responsibility and accepts all terms of use for the use by the user ages 13 to 18.

Cost

All of the content on this site is accessible to readers who purchase a subscription offering. Some of the content is available to registered readers and nonsubscribers who may see a specified number of articles or pages before they are asked to purchase a subscription offering to continue viewing requested content. This is also an advertising-supported service; we encourage you to patronize the advertisers who help make this service possible. For information on concerning advertisement with us please contact _____ [ADD EMAIL FOR ADVERTISEMENT]

Registration

Access to most all of the content, services and features on this Site requires users to register using the form provided. Registration may require you to provide certain personally identifiable information, such as your name, e-mail address, street address, gender, and date of birth. If you are under the age of 13, do not register. If you are ages 14 to 18 do not register unless your parents have given you permission to do so. Our use of personally identifiable information is governed by the terms of our [Privacy Policy](#). You represent that the information you have provided on the form is true, accurate, current and complete and that you will maintain and promptly update the information to keep it so. We reserve the right to terminate the registration and deny access to all or a portion of this site to any person who violates the Terms of Use.

Privacy

You should review the [Privacy Statement](#) posted elsewhere at the Site before using the Site.

Links to Third Party Sites

The Site may contain links to websites operated by third parties. These links do not constitute or imply an endorsement of the linked site. The linked sites may appear to be integrated into the Site, but are not under Operator's control. Operator is not responsible for the operation or content of any linked site or subsequent links from that site. The policies that govern the use of a linked site will differ from these Terms of Use. You should review the policies of a linked site before making a decision to use that site.

User Submitted Content

By posting or submitting any content or other materials to the Site, including any audio or video files, classified advertisements or personal information (collectively, "Your Content"), you affirm, represent and warrant that (1) you own or otherwise control all right, title and interest in and to Your Content, including the copyright thereto, (2) none of the materials included in Your Content are defamatory, libelous, obscene or pornographic, and (3) use of Your Content as provided in these Terms of Use will not violate any legal rights (tangible or intangible) of any third party. You hereby grant Operator and its designees a worldwide, royalty-free, non-exclusive, transferable, sublicenseable license (the "License") to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit and prepare derivative works of Your Content in connection with the Site or the conduct of Operator's business in any formats and through any media channels. Operator may monitor Your Content as it appears on the Site and may edit or delete Your Content at any time and for any or no reason without your permission.

Indemnification

You will indemnify, defend, reimburse and hold harmless Operator, and each parent company, subsidiary, affiliate, division, officer, director, employee, contractor and agent of Operator, for, from and against any and all liabilities, claims and expenses of any type or nature, including costs and attorneys' fees, that arise from the exercise of the License set forth above or from your use of the Site.

Content Submitted by You ("Submissions")

"Submissions" means all comments, feedback, suggestions, e-mail and similar information or materials you submit to us including posting comments to blogs, stories, and community forums, submitting letters to the editor, and submitting manuscripts, articles, photographs, videos, artwork or other material. In sending the material, you are representing and agreeing that:

You are the author of the Submission or that you are making the Submission with the express permission of the author/owner.

The Submission is free from restrictions on publication and does not infringe or violate any existing copyright or other property right that exists in favor of any other person or entity.

You are granting us a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute and or display such Submission, in whole or in part, in any manner or medium now known or hereafter developed.

You automatically waive any claim that any use of such content violates any of your rights, including privacy rights, publicity rights, moral rights or any other right, including the right to approve the way we use such content.

You are responsible for the content of all Submissions and acknowledge that third parties may hold you responsible for content related claims including libel, invasion of privacy, misappropriation of likeness and disclosure of confidential information.

You shall indemnify, defend and hold us, our parent company and our affiliated entities (including our officers, directors, owners, agents and employees) harmless from all liability and costs incurred by those indemnified in connection with any claim arising out of any breach by you of the above representations and warranties and for any claims related to the content or your Submissions.

We have the right to disclose any information that we believe necessary to comply with any law, regulation or governmental request or that information that could prevent or assist in the resolution of any criminal, illegal, or inappropriate activity.

Online Conduct

We encourage a free and open exchange of ideas in a climate of mutual respect. We do not control the messages or postings that are sent to the Site but we, or third parties acting on our behalf, may monitor online conduct to enforce these Terms of Use. We reserve the right in our sole discretion, but do not assume any obligation, to refuse to post, remove, or edit any messages or postings sent to the Site. Any action by a user that infringes on another user's right to use and enjoy this Site is prohibited. We reserve the right to suspend or terminate your access to and use of this Site if, in our view, your conduct fails to meet any of our guidelines. We also reserve the right to change these terms at any time. It is a condition of your use that you do not:

1. Include any information that is false, misleading or inaccurate.
2. Use the Site for any unlawful purpose or to transmit any material that contains a virus.
3. Use the Site to encourage others to engage in illegal activities or activities that could cause injury to persons or property.

4. Use the Site to upload, post, e-mail, transmit or otherwise make available content that infringes any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary rights of any party.
5. Use the Site to upload, post, email, transmit or otherwise make available content that is harmful to minors in any way, or that is harassing, harmful, threatening, abusive, vulgar, obscene, defamatory, libelous, hateful, or racially, ethnically or otherwise objectionable.
6. Use any portion of the Site for uploading, posting, emailing, transmitting or otherwise making available junk mail, commercial advertisements, or any other form of commercial solicitation.
7. Attempt to interfere with any other person's use of the Site.
8. Misrepresent your identity or impersonate any person.
9. Hold yourself out as sponsored by, endorsed by, or affiliated with us.
10. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us or in connection with the Site.

To register a complaint about another user's conduct, please send a message to our support staff at _____[ADD SUPPORT EMAIL ADDRESS]

Intellectual Property

You acknowledge that all content and materials available at the Site other than Your Content (collectively, the "Content") are owned or controlled by Operator and protected by national and international copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how or other proprietary rights and laws. You may only use the Site and the Content as expressly permitted in these Terms of Use and for no other purpose. You may download, print or view individual pages at the Site for private, noncommercial use, provided you do not delete, change or otherwise modify any of the Content, including any copyright or trademark notices. You may not use the site for any commercial purpose, including but not limited to, sending unsolicited commercial email or making unsolicited commercial phone calls. Except as authorized by Operator in writing on a case by case basis, you will not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Content. The systematic retrieval of any of the Content to create or compile, directly or indirectly, a collection, compilation, database or directory without the written permission of Operator is prohibited. Unless otherwise indicated, all logos, names, package designs and marks on the Site are trademarks or service marks and may not be used without Operator's permission. Operator's policy is to terminate the online privileges of individuals who repeatedly violate the copyrights of others.

Notice and Procedure for Making Claims of Copyright Infringement

We respect the intellectual property rights of others and require that people who use the website do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Publisher named below:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

_____, Publisher, [ADD NAME AND ADDRESS OF MEDIA AND CONTACT INFORMATION]

Disclaimer of Warranties

YOU AGREE THAT THE SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE, INCLUDING THE CONTENT (COLLECTIVELY, THE "SITE MATERIALS"), ARE PROVIDED ON AN "AS IS/WHERE IS/AS AVAILABLE" BASIS. THE SITE MATERIALS ARE PROVIDED FOR YOUR USE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

_____ [name of media] DOES NOT MAKE ANY WARRANTY THAT ANY OF THE SITE MATERIALS ARE ACCURATE, RELIABLE OR CORRECT, THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SITE MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECOMMENDATIONS AVAILABLE AT THE SITE.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL _____ [name of media], OR ANY PARENT COMPANY, SUBSIDIARY, AFFILIATE, DIVISION, OFFICER, DIRECTOR, EMPLOYEE, CONTRACTOR OR AGENT OF OPERATOR, BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR FROM ANY INFORMATION PROVIDED AT THE SITE, INCLUDING THE CONTENT AND YOUR CONTENT. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER

BASIS, AND EVEN IF _____ [name of media] HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The inclusion of material on this server does not imply any endorsement by _____ [NAME OF MEDIA], which makes no warranty of any kind with respect to the subject matter of the server materials advertised. A possibility exists that the server materials could include inaccuracies or errors. Additionally, a possibility exists that unauthorized additions, deletions, and alterations could be made by third parties to the server materials. Although [NAME OF MEDIA] tries to ensure the integrity and the accurateness of the server materials, it makes no guarantees about their correctness or accuracy. Before relying on any representation made in any of the server materials, check with the advertiser of the product or service to ensure that the information you are relying upon is correct.

International Use

The Site is intended for use by legal U.S. residents residing within the geographic borders of the United States. If you choose to access the Site from any location other than the United States, you accept full responsibility for compliance with the laws of the jurisdiction where the access occurs. Operator makes no representation that the Site or the Site Materials are appropriate or available for use in locations outside the United States. Accessing the Site or using any of the Site Materials from any jurisdiction where access or use is illegal is prohibited.

Choice of Law

This Agreement will, for all domestic and international purposes, be governed, interpreted, construed and enforced solely and exclusively in accordance with the laws of the State of Wyoming, without regard to its conflicts of law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Site will be filed only in the state or federal courts located in Lincoln County, Wyoming and you further agree and submit to the exercise of personal jurisdiction of these courts for the purpose of litigating any such claim or action.

Integration and Severability

These Terms of Use, along with the [Privacy Statement](#), constitute the entire agreement between Operator and you with respect to the Site and supersede all prior or contemporaneous communications and proposals with respect to the Site. If any provision of these Terms of Use, the Privacy Statement, the Notice and Take Down or the, if any, are determined to be invalid or unenforceable, all other provisions thereof will remain in full force and effect.

Unauthorized Use and Termination

You agree to use the Site only for authorized and legal activities. Operator reserves the right, in its sole discretion, to terminate your access to all or part of the Site at any time and for any or no reason.

Contact Information

Questions concerning these Terms of Use or the Site should be directed to _____
[ADD EMAIL ADDRESS TO SUPPORT]

Privacy Policy

DAN SEE BELOW- WILL YOU COLLECT INFORMATION ON SITE?

General

This Site, whether web based, mobile web, or app, (the "Site") is operated by _____ [NAME OF ALL MEDIA] ("Operator"). The following Privacy Statement (the "Statement") supplements the [Terms of Use](#) posted elsewhere within the Site. You should read the Statement and the Terms of Use before you use the Site. By using the Site, you agree to be bound by all of the terms, conditions and notices contained or referenced in the Statement. You should review the Statement from time to time. Operator may change the Statement at any time without notice by posting revisions to the Site. Your continued use of the Site constitutes your acceptance of the revised Statement. If you do not accept all of the terms and conditions set forth in the Statement, you must exit the Site immediately.

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What Information is May be Collected

There are two general types of information that can be collected as a result of your use of the Site: (1) Personally Identifiable Information (such as your first and last name, home or other physical address, telephone number, email address, date of birth, other identifiers that permit physical or online contact with you, or any information about you collected online and maintained in personally identifiable form in combination with any of the preceding categories) ("PII"), and (2) aggregate information (such as your IP address - a number used to identify your computer when you are on the Internet - the type of browser you are using, or other device specific information).

How Information May be Collected

Operator may collect information both actively and passively. For example, Operator will collect information about you that you voluntarily provide on the Site. In addition to information provided directly by you, Operator and third parties with features at the Site may collect aggregate information through the use of "cookies" or by other electronic means. In general, a cookie is a small amount of data sent to your browser from a web server and stored on your computer's hard drive. With most browsers or other software, you can erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookie is stored. You can refer to the instructions for your browser to learn more about these functions. If you choose to reject cookies, the Site likely will not operate as efficiently for you.

Personally Identifiable Information

Certain features available within the Site will require you to submit PII about yourself as a condition of participation. Some of the features may be offered by Operator, while others may be offered by third parties. (For example, you may be required to submit PII in order to enter a contest conducted by Operator, or you may be required to submit PII in order to receive news updates by email from a third party news source.) In addition, Operator may ask you to provide PII for purposes unrelated to the use of a feature within the Site. In all cases, you may refuse to provide PII, but this may result in decreased functionality of the site for you and limit your ability to receive information about products or services that may be of particular interest to you. In general, the use of Personal Information you choose to submit to a third party in connection with your use of the Site will be controlled by the privacy practices of the third party and not this Site or these Terms of use.

Ownership and Use of Information

Any information collected by operator in connection with your use of the site - regardless of whether characterized as personally identifiable information or aggregate - will belong exclusively to _____ [media names] and may be used, maintained, updated, disclosed or sold by operator as desired in its sole discretion. _____ [media names] may choose to disclose nonpublic personal information about you, the consumer, to a third party for compensation

Third-Party Advertising and Links to Other Sites

This Site includes third-party advertising. These third parties' websites and advertisers, or the Internet advertising companies that work on their behalf, may use the technology to send (or "serve") the advertisements that appear on our Site directly to your browser. They automatically receive your IP address when this happens. They also automatically receive and record information from your computer and browser, including your cookie information. They may also use cookies, Javascript, Pixel Tags and other technologies to deliver advertisements, collect information about the effectiveness of their advertisements, and to collect anonymous information about your visits to the Site, such as the number of times you have viewed an ad or to customize the advertising content you see (but not your name, address, or other Personally Identifiable Information). Operator lets the companies that show advertisements on the Site set

and access their cookies on your computer. The third parties' use of their own cookies is subject to their own privacy policies.

Please note that this Site may contains links to other sites that will not follow the same Privacy Policy as our Site. For instance, clicking on an advertisement or on links or other elements on the Site may take you to an entirely different site. Links to other sites may use our Site logo or style as a result of a co-branding agreement. These sites may send their own cookies to you and may collect data and make use of that data in ways that this Site would not. Once you've left Operator's Site, this Privacy Policy will no longer apply to Personally Identifiable Information or any other data collected from or provided by you. You should check the applicable privacy policy to determine how each third party site will handle such data.

Contact Information

Questions concerning the Statement or the Site, including any request to review or change your Personal Information, should be directed to _____ [ADD SUPPORT EMAIL]