

TERMS AND CONDITIONS FOR DT2 WEBSITES, FORUMS AND BLOGS

April 2006

1) **ACCEPTANCE AND ACKNOWLEDGMENT OF TERMS AND CONDITIONS** Downtown Dutchtown Business Association (DT2) provides the following service to you, subject to these terms and conditions ("Terms"). DT2 reserves the right to periodically update, alter, add, remove, or otherwise change the Terms. By completing the registration process, you are agreeing to and acknowledging the Terms set forth herein. Failure to comply with the Terms may lead to immediate revocation of a user account.

2) DESCRIPTION OF DT2 CSI BLOG

You acknowledge that DT2 CSI BLOG is a web-based service that allows users to establish accounts through which the users can create and post online formatted texts, photos and audio clips, discuss and post comments about other users' posts and information that are community safety related.

3) USER INFORMATION

You agree and acknowledge that registration is required in order for a user to create an account and utilize DT2 CSI Blog. You agree to provide accurate, complete and current information about yourself in all required fields. Users are required to update any information submitted to the DT2 CSI Blog, if a change occurs. DT2 reserves the right to suspend and/or terminate a user account if DT2 suspects that the submitted information is incomplete or inaccurate.

4) PRIVACY POLICY

DT2 will not give out your information or sell it to others. If you have questions or concerns regarding this policy, please mail the address below. Please see site Privacy Policy for more information.

5) USER ACCOUNTS

You acknowledge that DT2 currently utilizes a two-tier account structure which are available in accordance with local law, including the Children's Online Protection Privacy Act (COPPA) which restricts children under the age of 13 from registering:

Anonymous: DT2 does not allow non-registered users to submit responses to posts anonymously.

User Accounts: These accounts have access to all the account features for the duration of the site. Users are responsible for regulating the content of user comments submitted to their blog.

6) SERVICE LIMITATIONS, MODIFICATIONS, AND TERMINATION

You agree and acknowledge that DT2 reserves the right to, temporarily or permanently, modify, or limit the Service with or without notice. DT2 shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Service. DT2 may in its sole discretion, discontinue providing the Service, or any part thereof.

You agree and acknowledge that DT2, in its sole discretion, may terminate your user account, and remove and discard any content within the Service, for any reason, including and without limitation, the lack of use. Any contracts, verbal or written or assumed, in conjunction with your deleted account and diary and all its parts, at the DT2's discretion, will be terminated as well.

You agree that any termination of your access to the Service under any provision of the Terms may be effected without prior notice, and acknowledge and agree that DT2 may immediately deactivate or delete your DT2 account and all related information and files. DT2 reserves the right to bar any further access to such files or the Service. You agree that DT2 shall not be liable to you or any third-party for any termination of your access to the Service.

7) INFORMATION ON DT2 SITES, BLOGS, AND FORUMS

You agree and acknowledge that you are only permitted to use the Service as authorized and you acknowledge and agree that the Service may contain proprietary and confidential information that is protected by applicable laws governing intellectual property, proprietary rights and the like. You acknowledge that all code and specifications are subject to the respective said or implied licenses.

8) PROHIBITION ON RESALE AND DUPLICATION

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion, use or access to the Service without the express consent DT2 .

9) INDEMNITY

You agree to indemnify and hold DT2, and its subsidiaries, affiliates, officers, agents, partners, board members and volunteers, harmless from all claims, liabilities, demands, costs, including reasonable attorney fees, made by any third party due to or arising out of your use of or connection to the Service, your violation of the Terms, or your violation of any rights of another, whether you are a registered user or not. You acknowledge that you, as a user, are solely responsible for using the Service.

10) LOCAL, DOMESTIC, AND INTERNATIONAL USE

You agree to comply with all local rules and state and federal laws regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or your country of residence.

11) FUNDRAISERS

You agree and acknowledge that DT2 reserves the right to conduct fundraisers on DT2 Sites, Blogs, and Forums. You agree and acknowledge that DT2 has the right to run such fundraisers with or without prior notice, and without recompense to you and that DT2 shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such fundraising on the Service.

12) EXTERNAL SITES AND LINKS

You agree and acknowledge that the Service, or relevant third parties, may provide links to other web sites. Because DT2 has no control over such sites, you acknowledge and agree that DT2 is not responsible for the availability of such external sites, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites. You agree and acknowledge that DT2 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 use of or reliance on any such content, goods or services available on or through any such site or resource.

13) GUIDELINES FOR BLOG CONTENT

You agree and acknowledge that you are responsible for all content you post to DT2 CSI Blog and Forums. DT2 is under no obligation to restrict or monitor blog content in any way and acknowledge that DT2 does not pre-screen content.

You agree and acknowledge that DT2 is committed to keeping the Service in decent standing for all audiences but is not responsible for the monitoring or filtering of any blog content. Should any content be deemed illegal by such law having jurisdiction over the user, DT2 is committed to submitting all necessary information to the proper authorities.

You agree and acknowledge that DT2 and its designates shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available through the Service. DT2 and its designates shall have the right to remove any content that violates the Terms or is otherwise objectionable. If any content be reported to DT2 as being offensive or inappropriate, DT2 might call upon the author to retract, modify or remove the Content in question within a reasonable amount of time, as set forth by DT2 staff and if the author fails to meet such a request from DT2 staff, DT2 has the full authority to terminate any account holding such inappropriate content.

Users bear all legal liability resulting from the content of posted material. You agree and acknowledge that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. DT2 reserves the right to limit access to your diary, if found in violation of the Terms, by removing the diary and related user information from the user database, search engine, and all other methods used in conjunction with finding DT2 users.

Those users posting material not suitable for all audiences must agree that they are fully responsible for all the content they have posted anywhere on the service and allow DT2 to delete any content deemed inappropriate, offensive, libelous, or slanderous.

14) USER CONDUCT

By using the Service, you acknowledge that you may be exposed to content that you find offensive, indecent or objectionable. Without limitation, if content is found or reported to be in violation of the following terms, it will be DT2 's sole discretion as to what action should be taken.

15) PROHIBITED CONDUCT

You, as a user, agree to NOT use the Service to upload, post or otherwise transmit content that:

- a. is in DT2 's opinion is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive to another's privacy (up to, but not excluding any address, email, phone number, or any other contact information with out the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- b. you do not have a right to transmit under any law or under contractual or fiduciary relationships;
- c. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- d. is unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;

e. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

You, as a user, agree to NOT use the Service to harm minors in any way, as determined by DT2 or applicable law. You, as a user, agree to NOT impersonate any person or entity, including, but not limited to, a DT2 staff member or volunteer, or falsely state or otherwise misrepresent your affiliation with a person or entity or forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service.

You, as a user, agree to NOT use the Service to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

You, as a user, agree to NOT use the Service to intentionally or unintentionally violate any applicable local, state, national or international law.

You, as a user, agree to NOT use the Service to stalk or otherwise harass another person or company or their representative.

You, as a user, agree to NOT use the Service to collect or store personal data about other users for business purposes or engage in commercial activities within DT2 or on behalf of DT2 without prior approval. This includes, but is not limited to, the following activities: displaying a banner that is designed to profit you or any other business or organization or provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their web sites. You, as a user, agree to NOT use the Service to promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices.

You, as a user, agree to NOT use the Service to use DT2 as a forwarding service to another website.

You, as a user, agree to NOT use the Service to allow usage by others in such a way as to violate DT2's Terms. If any user is reported to be in violation with the letter or spirit of these (or any other) terms, DT2 retains the right to terminate such account at any time without further warning.

16) DISCLAIMER OF WARRANTIES

YOU AGREE AND ACKNOWLEDGE THAT DT2 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DT2 MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE AND ACKNOWLEDGE THAT DOWNLOADING OR OTHERWISE OBTAINING MATERIAL THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. DT2 IS IN NO WAY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU AGREE AND ACKNOWLEDGE THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DT2 OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

17) LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT DT2 SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF DT2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: THE USE OR THE INABILITY TO USE THE SERVICE; THE COST OF PROCUREMENT OF A SUBSTITUTE SERVICE AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR ANY OTHER MATTER RELATING TO THE SERVICE.

18) GOVERNING LAW

You agree and acknowledge that the laws of the State of Missouri shall govern the Terms and the relationship between you and DT2 without regard to its conflict of law provisions. You agree and acknowledge to submit to the personal and exclusive jurisdiction of the courts located within the State of Missouri. You agree and acknowledge that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose.

19) GENERAL INFORMATION

The Terms constitutes the entire agreement between you and DT2 and governs your use of the Service, superseding any prior agreements between you and DT2. The failure of DT2 to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

20) REPORTING OF VIOLATIONS

Please report any violations of these Terms to

Downtown Dutchtown Business Association (DT2)
P.O. Box 1806
Saint Louis, MO 63118