

Online Psychic Readings Standard Terms and Conditions

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS FOR THIS WEBSITE. PARTICIPATION IN THE ONLINE PROGRAM INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR OR PARTICIPATE IN THE ONLINE PROGRAM.

Introduction. This agreement ("*Agreement*") between You and THIS WEBSITE. consists of these Standard Terms and Conditions ("*Terms and Conditions*").

- 1. Parties' Responsibilities.** You are solely responsible for the Property(ies), including all content and materials, maintenance and operation thereof, the proper implementation of website specifications, and adherence to the terms of this Agreement, including compliance with the Program Policies. This website reserves the right to investigate, at its own discretion, any activity that may violate this Agreement, including but not limited to any use of a software application to access Ads, Links, Search Results, or Referral Buttons or to complete any Referral Event, or any engagement in any activity prohibited by this Agreement. We are not responsible for anything related to Your Property(ies), including without limitation the receipt of queries from end users of Your Property(ies) or the transmission of data between Your Property(ies). In addition, we shall not be obligated to provide notice to You in the event that any Ad, Link, Search Result, or Referral Button is not being displayed properly to, or Referral Event is not being completed properly by, end users of the Property(ies).
- 2. Prohibited Uses.** You shall not, and shall not authorize or encourage any third party abuse this website.
- 3. Termination; Cancellation.** Subject to any third party agreements You may cancel at anytime with the companies liested.
- 4. Confidentiality.** You agree not to disclose information that has become publicly known through no breach by You or this website, or information that has been (i) independently developed without access to us. Confidential Information, as evidenced in writing; (ii) rightfully received by You from a third party; or (iii) required to be disclosed by law or by a governmental authority.
- 5. No Guarantee.** We make no guarantee regarding the products promoted on this website.
- 6. No Warranty.** WE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO

ADVERTISING, LINKS, SEARCH, REFERRALS, AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT ADS, LINKS, AND SEARCH RESULTS ARE BASED ON OR DISPLAYED IN CONNECTION WITH ANY CONTENT, WE SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE DISPLAY OF SUCH ADS, LINKS, AND SEARCH RESULTS.

7. **Limitations of Liability; Force Majeure.** EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR PROPRIETARY INTERESTS RELATING TO THE PROGRAM, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE NET AMOUNT PAID BY THIS WEBSITE. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.
8. **Publicity.** You agree that we may use Your name and information with your permission to let other people know that this is a great service.
9. **Representations and Warranties.** You represent and warrant that (a) all of the information provided by You to to enroll in the Program is correct and current; (b) You are the owner of each Property or You are legally authorized to act on behalf of the owner of such Property(ies) for the purposes of this Agreement and the Program; (c) You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder; and (d) You have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation the CAN-SPAM Act of 2003 and any relevant data protection or privacy laws) in Your performance of any acts hereunder. In addition, to the extent that Your Site is a media player (1) You represent and warrant that You have a valid license to use and distribute

such media player (including all content therein, including without limitation any Ads or Ad Units) for the purposes of this Agreement and the Program; and (2) You shall ensure that any media player(s) that constitute the Site shall comply with the terms and conditions set forth herein. You further represent and warrant that each Property and any material displayed therein: (i) comply with all applicable laws, statutes, ordinances, and regulations; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) are not pornographic, hate-related or otherwise violent in content.

10. **Your Obligation to Indemnify.** You agree to indemnify, defend and hold this website, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "**Indemnified Person(s)**") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Program, the Property(ies), and/or Your breach of any term of this Agreement.

11. **Information Rights.** We may retain and use, subject to the terms of all information You provide, including but not limited to Property demographics and contact and billing information.

11. **Miscellaneous.** This Agreement shall be governed by the laws of California, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in Santa Clara County, California. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modifications to this Agreement must be made in a writing executed by both parties, by Your online acceptance of updated terms, or after Your continued participation in the Program after such terms have been updated by this website. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full

force and effect. You may not resell, assign, or transfer any of Your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to this website. Notwithstanding the foregoing, this website may assign this Agreement to any affiliate at any time without notice. The relationship between this website and You is not one of a legal partnership relationship, but is one of independent contractors.

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