

## **Terms of Use for the Juan Carlos German P.A. Family of Web Sites**

*Last updated November 19<sup>th</sup> 2009*

### **General**

Juan Carlos German P.A. operate a family of Web Sites and associated Web pages. Juan Carlos German P.A. refers to this group of Web Network as the "Juan Carlos German P.A. Network." Any person accessing or using the Juan Carlos German P.A. Network is referred to as "you".

### **Acceptance of Terms**

By accessing or using any part of the Juan Carlos German P.A. Network or the services provided on any of Web Network as set forth below (collectively, the "Services"), you agree to accept and comply with the terms, conditions, and notices stated herein and as may be modified by Juan Carlos German P.A. from time-to-time without notice to you (the "Terms of Use"). These Terms of Use constitute a binding contract between Juan Carlos German P.A. and you. You are responsible for regularly reviewing the Terms of Use. You can review the most current version of the Terms of Use at any time at:

<http://www.CarlosAndTeam.com/terms-of-use.php> . If you do not wish to be bound by these Terms of Use, please do not access or use any part of the Juan Carlos German P.A. Network.

Additional terms may govern use of certain Web Network or Web pages within the Juan Carlos German P.A. Network. In the event that any provision, term or guideline contained on a particular Web site or Web page in the Juan Carlos German P.A. Network conflicts with the Terms of Use, the terms of such Web site or Web page shall control over the Terms of Use except with respect to the General Terms set forth below, which shall at all times control.

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Unless specified otherwise, Juan Carlos German P.A. offers you access to the Juan Carlos German P.A. Network solely for your personal and non-commercial uses. You agree to only access or use the Juan Carlos German P.A. Network only for legal purposes that are permitted by the Terms of Use. Among other things, you agree not to:

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- \* damage, disable, overburden, or impair the Juan Carlos German P.A. Network or interfere with any other party's use and enjoyment of the Juan Carlos German P.A. Network;

\* obtain or attempt to obtain any materials or information through any means not made readily accessible by Juan Carlos German P.A. through the Juan Carlos German P.A. Network.

Except with the express written permission of Juan Carlos German P.A., you agree that you will not access or attempt to access password protected, secure or non-public areas of the Juan Carlos German P.A. Network.

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You agree that Juan Carlos German P.A. may in its sole discretion and at any time terminate your access to and use of the Juan Carlos German P.A. Network, or any part thereof, with or without notice. You further agree that use of the Juan Carlos German P.A. Network and any of its Services shall be immediately terminated if you violate these Terms of Use. In addition, Juan Carlos German P.A. reserves the right, in its sole discretion, to modify or discontinue the Services or any portion thereof, with or without notice, and without liability to you.

Please note that you may be subject to additional and/or different terms, conditions, and privacy policies when you use third party Services, Content (as defined below), software or Network.

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You acknowledge that Juan Carlos German P.A. does not screen or approve third-party Content, and that Juan Carlos German P.A. shall have the right (but not the obligation) in its sole discretion to refuse, modify, delete or move any Content that is available via the Juan Carlos German P.A. Network, for any reason.

### **Content You Provide**

To the extent that you post, upload, input, submit or otherwise transmit (collectively, "Transmit" or "Transmitting" as appropriate) Content on or through the Juan Carlos German P.A. Network, you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity. You are entirely responsible for all Content that you provide or otherwise make available via the Juan Carlos German P.A. Network. You also warrant and represent that you own or otherwise control all of the rights to such Content including, without limitation, all the rights necessary for you to Transmit such Content, and to transfer your or others' interests in such Content to Juan Carlos German P.A. as provided below.

You promise that you will not use the Juan Carlos German P.A. Network to:

#### **\* Transmit any Content**

- o not related to appropriate subject matters;
- o which is misleading to others, including consumers;
- o that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- o that you do not have a right to post and transmit under any law or under contractual relationships;
- o such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;

o and materials that contain 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; or

\* intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law, including the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act.

By Transmitting Content to the Juan Carlos German P.A. Network, you grant, and you represent and warrant that you have the right to grant, to Juan Carlos German P.A. an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute the Content and to prepare derivative works of, or incorporate into other works, the Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Juan Carlos German P.A. Network, you grant Juan Carlos German P.A. all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Juan Carlos German P.A. Network by any party for any purpose.

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