

# Max Media, LLC Interactive Terms of use

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Last Revised: **September 10, 2007.**

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## **Indemnity**

You agree to indemnify, defend and hold MAX and its licensors (including each of their respective licensors, suppliers, assignees, subsidiaries, affiliated companies, and their respective officers, directors, employees, shareholders, agents and representatives of each) free and harmless from any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind, including but not limited to legal fees, arising out of or in connection with any use or possession by you of the Information. You are responsible for any tax arising from your use of or access to the Information.

## **Choice of Law**

The laws applicable in the Commonwealth of Virginia shall govern as to the interpretation, validity and effect of this Agreement notwithstanding and without giving effect to any conflict of laws provisions of your domicile, residence or physical location. Your use of the Site or Service, or use of any Information provided to you, shall constitute submission to the non-exclusive jurisdiction of the courts of the Commonwealth of Virginia in any action or proceeding instituted under or related to this Agreement or the Site. Any action or claim brought against MAX shall be initiated exclusively in Virginia Beach, Virginia. The parties expressly disclaim the application of the United Nations Convention for Contracts for the International Sale of Goods and the application of any law which seeks to implement UCITA.

## Privacy

Many areas of the Sites do not require users to identify themselves or reveal any personal information. However, certain usage information which may include a user's IP address the time and length of access, the pages viewed and the name of any site visited immediately prior to coming to the Sites may be collected and stored on an anonymous, aggregate basis. MAX does not consider IP addresses to constitute personally identifiable information since they are commonly utilized by proxy servers and thereby shared among multiple users, or are dynamically assigned to machines, and are not easily associated with a particular user. Any e-mail address configured in a user's Web browser may also be logged as part of the web server's automatic logging process. This information is primarily used to assess usage of, and develop ideas for improving, the Sites.

The Sites may make use of "cookie" technology (which uses an identifier that is stored by web browsers) to manage security on the Sites and to customize the presentation of information to you.

MAX may use any personally identifiable information submitted by users or collected from use of the Sites or Services, if any, to notify users of additional products and services about which they might be interested. MAX will not, however, sell such information to other companies for their independent use. MAX reserves the right to provide information collected from the Site or by the Service to third parties, provided such information does not contain information sufficient to incur invasion of a user's privacy that would be unusual from information currently accessible via the World Wide Web from other public internet data sources. MAX neither collects nor stores personal financial data associated with individual end users unless a user is making a purchase from a MAX site or service. In those cases, a third-party specializing in internet data security is usually contracted to safeguard said data so as to insulate and protect the end user and MAX from any potential harm of data theft.

Notwithstanding anything else contained in these provisions, MAX reserves the right to disclose information collected if it believes in good faith that such disclosure is required by law, to comply with judicial process or to protect MAX'S property or other interests.

You may contact MAX at any time via telephone at (757) 671-1000 to review or correct any personally identifiable information which may have been collected by MAX.

## **User Information**

To the extent that any area of the Sites or component of the Services requires users to register, any information provided in the course of such registrations shall be true and accurate. No attempt may be made to impersonate another person or to gain access to any Site facility or Service by unauthorized or improper means.

## **Other Terms**

Users represent and warrant that they are old enough and possess the legal right and ability to enter into this Agreement.

MAX reserves the right to suspend or terminate access to its Sites and Services to any user or group of user for any reason at MAX'S sole and absolute discretion.

These terms and conditions constitute the entire agreement between MAX (and its licensors, including their respective licensors and suppliers) and you in respect to the subject matter hereof, and supersedes in their entirety any and all previous written or oral agreements between the parties. If any provision contained herein is declared invalid or unenforceable, the remaining provisions shall remain in effect.

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## Third Party Agreements

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For further information, call the MAX MEDIA of HAMPTON ROADS office at (757) 671-1000 and ask for the Market Manager or Executive Director of Multimedia. For e-mail contacts, click on the CONTACT US tab of any MAX web site.