

ZavaSites.com

WEBSITE TERMS OF USE

These "Terms of Use" set forth the terms and conditions that apply to your use of this site ("Website") hosted by ZavaSites.com ("Host"). By using the Website, you ("User") agree to comply with all of the Terms of Use set forth herein. The right to use the Website is personal to you and is not transferable to any other person or entity.

Copyrights and Trademarks

A. All materials contained on the Website are Copyright September 9, 2009, ZavaSites.com. All rights reserved.

B. No person is authorized to use, copy or distribute any portion the Website including related graphics.

Links to Third-Party Website

The links included within the Service ("Service") may allow User to leave the Service Website and be taken to other sites ("Linked Sites"). The Linked Sites are not under the control of Host and Host is not responsible for the content of any Linked Site or any changes or updates to such sites. Host is providing these links to User only as a convenience, and the inclusion of any link does not imply endorsement by Host of the site or any association with their operators.

Warranty and Disclaimer

Host warrants the Services will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards.

User must report any material deficiencies in the Services to Host in writing within thirty (30) days of User's discovery of the deficiency. User's exclusive remedy for the breach of the above warranty will be the re-performance of the defective services within a commercially reasonable time.

The information and services included in or available through the Service may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Host may make improvements and/or changes in the Service at any time.

Host makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Service for any purpose. Host hereby disclaims all other warranties and conditions with regard to the Service, including all other implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Limitation of Liability

In no event shall Host be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Service or related websites, with the delay or inability to use the Service or related

websites, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Service, or otherwise arising out of the use of the Service, whether based on contract, tort, negligence, strict liability or otherwise, even if Host or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If User is dissatisfied with any portion of the Service, User's sole and exclusive remedy is to discontinue using the Service and its related websites.

User specifically agrees that Host shall not be responsible for unauthorized access to or alteration of User transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. User specifically agrees that Host is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Host is not responsible for any content sent using and/or included in the Service by any third party.

Acceptable Use

The following sets forth guidelines relating to the types of content that User may upload to the web servers under these Terms of Use. Host may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate these Acceptable Use terms. Host will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. User violation of these Acceptable Use terms may result in the suspension or termination of either User's access to the Services and/or User's account with or without notice to the User.

1. The following constitute violations of the Acceptable Use terms:

A. Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sex, or extreme violence.

B. Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.

C. Using the Services to harm, or attempt to harm, minors in any way.

D. Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.

E. Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."

F. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Host or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

G. Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

H. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

I. Reselling the Services without the prior written authorization of Host

J. Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

2. No Spam

Host will immediately terminate any User account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email distribution.

Reporting of Violations of the Terms of Use Policy

Host requests that anyone who believes that there has been a violation of these Terms of Use to immediately send an email detailing such violation to info@zavasites.com.

Changes to These Terms of Use

Host reserves the right to change these Terms of Use along with the Acceptable Use terms at any time and in any manner by posting new Terms of Use at this location. User is responsible for regularly reviewing the Terms of Use. Continued use of the Service after any such changes shall constitute User acceptance.

BY SELECTING THE "I ACCEPT" OPTION, AND USING THE SERVICE, YOU ARE STATING THAT YOU (i) ARE 18 YEARS OF AGE OR OLDER (ii) ARE AUTHORIZED TO SIGN FOR AND BIND, THE PARTY DEFINED AS "USER" AND (iii) AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, HOST IS UNWILLING TO PROVIDE THE SERVICE TO YOU, AND YOU SHOULD NOT CLICK ON THE "I ACCEPT" OPTION, AND SHOULD INSTEAD CLICK ON THE "I DECLINE" OPTION.