



## **TERMS OF SERVICE FOR THE RMSPMHC WEBSITE**

Welcome to Rocky Mountain Shetland Pony Miniature Horse Club (RMSPMHC)! As with any community, our community has terms of service (TOS) to protect both us as an organization, and you as a user on our website. Our staff and volunteer hosts (moderators) monitor and enforce these rules. If a staff member or host asks for your assistance or cooperation, please give it to help keep our sites safe and clean for all our users.

Rules on RMSPMHC.com are in place for a number of reasons. Occasionally new rules are added, old rules changed or eliminated, and sometimes rules do not change at all, no matter how much you want them to.

We have tried to make the system accessible to as many people as possible. Unfortunately, it is impossible to make everyone happy all the time. Please note that no rule book is ever complete. It is always better to be safe and ask before posting, than to post something questionable or in a questionable manner. Contact us if you have a question.

RMSPMHC reserves the right to change these terms of service with little or no prior notice.

By Registering on RMSPMHC.com

You are agreeing that you have read and will abide by the following Terms of Service

You may NOT post advertisements for other individuals or businesses not listed as a member on your account.

You as an Individual are responsible for your own ads, as well as any and all complaints or legal issues arising from them.

Basic Protocol Rules

Posting "discussion" messages or messages of any nature that are not specifically advertisements for products, animals or services in the Classified ads section, is prohibited, and the post will be removed.

"SOLD" ads. If the item is sold, the ad needs to be removed.

Any person using RMSPMHC.com, to post profanity, pornography or possibly libelous or slanderous, racist, or threatening messages will immediately have their account terminated.

Persons using RMSPMHC.com to post warnings or notices about other persons or businesses, whether RMSPMHC.com members, vendors or not, will immediately have their account terminated.

#### Website Link Rules

The RMSPMHC.com classifieds system is for our members to sell products and services to other members and guests. It is not for members to use in place of display advertising or directory listings, to drive traffic to their web sites, or to try to boost organic search rankings by creating "back links." is not allowed.

You may include a single link to your website at the bottom of your advertisement or using the field provided in the ad posting form.

You may include links to your social media profile at the bottom of your advertisement.

You may include a single linking graphic to your main website in your advertisement.

You may include individual links to the products in your classified advertisement.

You may not have any links that appear in the ad before the product in the advertisement.

You may not link to any third party businesses.

#### Photo Gallery Use for Classified Ads Rules

Advertisements attached to any photo uploaded to the photo galleries, even the "members gallery" are not allowed. Any uploaded photo containing sales or other promotional text will be considered advertising and removed.

#### Trademark & Copyright Rules

The use of images or photographs or anything else that is the work product of other individuals or businesses in your classified advertising without their prior express written permission is strictly prohibited. Anyone found to be violating trademark or copyright laws, is subject to the immediate termination of this contract for breach, and their access to classified and other account services will be immediately terminated.

## General Classified Ad Rules

Ads posted to the incorrect classified site or section will be removed or moved to the most appropriate section.

"Blanket" Ads - There is no one advertisement that can be posted to each and every section of our classifieds.

Product Ads - All product ads belong in the appropriate product section(s). We do not allow non-animal ads in the animal sections.

"Piggybacking" Products - No "Piggybacking" of items in one ad to get it to show up in an inappropriate section.

Event Referencing - Referencing upcoming "Events" in the subject heading, name field or location field, in ads is prohibited. You may mention in the body of an ad that you will be at an upcoming event, but it cannot be the focus of the ad itself. The exception to this is if you are posting an event-only ad in the "Events" classified section.

Negative Advertising - We don't allow advertising that references other vendors products, businesses, or names in a negative or disparaging manner, whether directly or indirectly. If you can't sell your product or service without disparaging your competition, then you can't sell your product here.

Ads that have no product - Your advertisement must be selling something. It must have a specific product or animal, or group of animals offered in the advertisement itself. We do not allow ads that just say, "come to my web site for details" in the body. While we allow you to post your site URL in the ad, if your ad does not contain the details of the product, including price or a price range, listed in the subject, it will be removed. Our classifieds are not here to "build" your web site traffic; they are here to help you sell products. We have other programs for helping build website traffic.

Banned Products/Services - We do not ever want to see ANY advertisements for long distance service, pornographic materials, weapons, multi-level marketing schemes, mortgages, gambling of any nature or anything else that is not directly related to horses. We have no place for these ads and they will not be tolerated.

## Technical Issues Rules

Broken Images - Advertisements with broken images will be removed. Please use the preview ads feature to verify that your images work prior to posting the ad. After posting your ad(s), please re-check to verify that your images work. If not, please remove them and try again.

Ad position "Jockeying" - It is a violation of this TOS to "jockey" your ads for position by posting an advertisement, removing it, and then reposting it later that day to improve its physical position on the page.

You may only post the same advertisement (for the same product) once.

## Reporting Violations & Site Abuses

All ads posted in the classifieds contain a 'report abuse' link within them. If you wish to report an ad for violation of our terms of service, please use that link provided

Posting your problems, complaints or warnings on our classified or discussion forum is a good way to lose YOUR privileges, and not impact the person you're complaining about at all.

## Account Violations & Resolutions

Vendor Complaints - Please note that UNLESS the complaint involves non-delivery of goods or theft, all vendors have a three-complaint rule. Get three (3) complaints and you have to resolve them ALL before we can allow you to post again. Any complaints of non-delivery of goods, non-payment of goods received, or theft are cause for immediate suspension of your classified account privileges. RMSPMHC is not interested in our members personal business dealings but will not be a party to the classified ads being used for misdeeds either.

Anyone who has had their account terminated for complaints, violations of our terms of service, or any other site bans may NOT re-register in any format, under any circumstances. Attempting to circumvent this system by registering under the name of a friend, family member, or any form of alias, will cause that account to be immediately terminated. Anyone who knowingly assists someone in fraudulently obtaining an account will have their site services canceled and will themselves be banned.

Intentional / Repeat Violations of TOS - Anyone intentionally violating this TOS, or continuing to violate this TOS after receiving notice/warning of a TOS violation is subject to having their account privileges restricted or terminated with no warning or notice. If you receive a TOS violation notice, take no corrective action, and violate the same section of the TOS again, your account privileges may be restricted or terminated with no warning or notice.

Please keep in mind that by registering and using our site and services, you are agreeing that you have read, and will abide by, our Terms of Service. RMSPMHC.com reserves the right to edit, move, or remove any advertisements posted to our classifieds at our discretion.

Being Abusive/Belligerent/Argumentative to administrative staff or members whether in classifieds or the forum is not tolerated, we provide as a service, and grant you the privilege to use them. If you violate that privilege, either knowingly or unknowingly, we may contact you and ask you to stop. If you persist or become abusive, belligerent, or argumentative with our staff, we have the right and the ability to revoke your classified account and other site privileges and cancel your services.

## Legal

Please note that we take all reports of criminal activity very seriously

Any violations of the terms listed above that cause your account to be terminated.. Registration and use of our online community is considered a contract between the registrant and RMSPMHC.com, under the laws of the State of Utah in Duchene County, and United States federal law.

By agreeing to the classified terms of service contract terms listed above and registering for a membership account, you are agreeing that any and all legal conflicts with RMSPMHC.com, will be resolved in the Utah court system.

As per the Computer Fraud and Abuse Act of 1986 "the user is accessing a private computer" and "unauthorized access or use is not permitted and constitutes a crime punishable by law".

## TERMS OF SERVICE

### 1. ACCEPTANCE OF TERMS

Rocky Mountain Shetland Pony Miniature Horse Club ("RMSPMHC") provides a collection of online resources, including classified ads, a forum and messaging services, (referred to hereafter as "the Service") subject to the following Terms of Use ("Terms"). By using the Service in any way, you are agreeing to comply with the Terms. In addition, when using particular RMSPMHC services, you agree to abide by any applicable guidelines for all RMSPMHC services, which may change from time to time. Should you object to any term or condition of the Terms, any guidelines, or any subsequent modifications thereto or become dissatisfied with RMSPMHC in any way, your only recourse is to immediately discontinue use of RMSPMHC. RMSPMHC has the right, but is not obligated, to strictly enforce the Terms through self-help, community moderation, active investigation, litigation, and prosecution if necessary.

### 2. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. If any changes are made to the TOS and you are an active member you will be apprised of any changes.

### 3. CONTENT

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item ("Item") of Content that you post, email or otherwise make available via the Service. You understand that RMSPMHCs does not control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the RMSPMHCs site and Content available through the Service may contain links to other websites, which are completely independent of

RMSPMHCs. RMSPMHCs makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will RMSPMHCs be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that RMSPMHCs does not pre-screen or approve Content, but that RMSPMHC shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Terms or for any other reason.

#### 4. THIRD PARTY CONTENT, SITES, AND SERVICES

The RMSPMHCs site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of RMSPMHCs, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that RMSPMHCs shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that RMSPMHCs is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release RMSPMHCs, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service.

#### 5. NOTIFICATION OF CLAIMS OF INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify RMSPMHC's agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at

administrator@rmspmhc.com

or:

Rocky Mountain Shetland Pony Miniature Horse Club

PO Box 1023

Roosevelt, UT 84026

Please provide the following information:

- a) Identify the material on the RMSPMHC's site that you claim is infringing, with enough detail so that we may locate it on the website;
- b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- c) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- d) Your address, telephone number, and email address; and
- e) Your physical or electronic signature.

RMSPMHC will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

## 6. PRIVACY AND INFORMATION DISCLOSURE

RMSPMHCs has established a Privacy Policy, your use of the RMSPMHCs website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that RMSPMHC may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the Terms; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of RMSPMHCs, its users or the general public.

## 7. CONDUCT

You agree not to post, email, or otherwise make available Content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;

b) that is pornographic in nature.

c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

d) that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability.

e) that impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);

f) that includes personal or identifying information about another person without that person's explicit consent;

g) that is false, deceptive, misleading, deceitful, or constitutes "bait and switch";

h) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

i) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;

j) that constitutes or contains any form of advertising or solicitation if: posted in areas of the RMSPMHCs sites which are not designated for such purposes; or emailed to RMSPMHCs users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests.

k) that includes links to commercial services or web sites, except as allowed in "services";

l) that advertises any illegal service or the sale of any items of which is prohibited or restricted by any applicable law.

m) that 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;



n) that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or

o) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

p) contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;

q) "stalk" or otherwise harass anyone;

r) collect personal data about other users for commercial or unlawful purposes;

s) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service.

t) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;

u) post the same item or service in more than one classified category or in more than one metropolitan area;

v) attempt to gain unauthorized access to RMSPMHCs computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the RMSPMHCs website; or

w) use any form of automated device or computer program that enables the submission of postings on RMSPMHCs without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals, unless otherwise approved in writing by RMSPMHCs; or

x) use any form of automated device or computer program ("flagging tool") that enables the use of RMSPMHC's "flagging system" or other community moderation systems without each flag being manually entered by the person that initiates the flag (an "automated flagging device"), or use the flagging tool to remove posts of competitors, or to remove posts without a good faith belief that the post being flagged violates these Terms.

## 8. POSTING AGENTS

A "Posting Agent" is a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on RMSPMHCs resources, you may not use a Posting Agent to post Content to the Service without express permission or license from RMSPMHCs. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with express permission or license from RMSPMHC.

## 9. NO SPAM POLICY

Any unauthorized use of RMSPMHCs computer systems for sending unsolicited email advertisements to RMSPMHCs email addresses or through RMSPMHCs computer systems is expressly prohibited by these Terms and is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.). Such violations may subject the sender and his or her agents to civil and criminal penalties.

## 10. PAID POSTINGS/ADVERTISING

We may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the Terms. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the Terms.

## 11. LIMITATIONS ON SERVICE

You acknowledge that RMSPMHC may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that RMSPMHC has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that RMSPMHC reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that RMSPMHC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 12. ACCESS TO THE SERVICE

RMSPMHC grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: (a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by RMSPMHC. A limited exception to (b) is provided to

internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file.

RMSPMHC offers various parts of the Service in RSS format so that users can embed individual feeds into a website , or view postings through third party software news aggregators. RMSPMHC permits you to display, excerpt from, and link to the RSS feeds on your website, provided that (a) each title is correctly linked back to the original post on the Service and redirects the user to the post when the user clicks on it, (b) you provide, adjacent to the RSS feed, proper attribution to 'RMSPHC.com' as the source, (c) your use or display does not suggest that RMSPMHC promotes or endorses any third party causes, ideas, web sites, products or services, and (d) your use does not overburden RMSPMHC's systems. RMSPMHC reserves all rights in the content of the RSS feeds and may terminate any RSS feed at any time.

Use of the Service beyond the scope of authorized access granted to you by RMSPMHC immediately terminates said permission or license.

### 13. TERMINATION OF SERVICE

You agree that RMSPMHC, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if RMSPMHC believes that you have acted inconsistently with the letter or spirit of the Terms. Further, you agree that RMSPMHC shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. Sections 2, 4, 6 and 10-19 shall survive termination of the Terms.

### 14. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyright laws. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of RMSPMHC. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of RMSPMHC, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

Although RMSPMHC does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to RMSPMHC an irrevocable, perpetual license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Service, you automatically grant RMSPMHC all

rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

## 15. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE RMSPMHC SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE RMSPHC SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, RMSPMHC DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE RMSPMHC SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, RMSPMHC DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE RMSPMHC SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE RMSPMHC SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, RMSPMHC DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE RMSPMHC SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

## 16. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL RMSPMHC BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF RMSPMHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE RMSPMHC SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE RMSPMHC SITE OR THE SERVICE, FROM INABILITY TO USE THE RMSPMHC SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE RMSPMHC SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE RMSPMHC SITE OR THE SERVICE OR ANY LINKS ON THE RMSPMHC SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE RMSPMHC SITE OR THE SERVICE OR ANY LINKS ON THE RMSPMHC SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

## 17. INDEMNITY

You agree to indemnify and hold RMSPMHC, its officers, subsidiaries, affiliates, successors, assigns, directors, agents, service providers, suppliers and members, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the Terms, your breach of any of the representations and warranties herein, or your violation of any rights of another.

## 18. GENERAL INFORMATION

The Terms constitute the entire agreement between you and RMSPMHC and govern your use of the Service, superseding any prior agreements between you and RMSPMHC. The Terms and the relationship between you and RMSPMHC shall be governed by the laws of the State of UTAH without regard to its conflict of law provisions. You and RMSPMHC agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Duchesne, Utah. The failure of RMSPMHC 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. You agree 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 or be forever barred.

## 19. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

Please report any violations of the Terms by flagging the posting(s) for review, or by contacting us. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for RMSPMHC to pursue legal action to enforce these Terms, you will be liable to pay RMSPMHC the following amounts as liquidated damages, which you accept as reasonable estimates of RMSPMHCs' damages for the specified breaches of these Terms:

- a. If you post a listing and/or a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay RMSPMHC one thousand dollars (\$1,000) for each such message. This provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.
- b. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without RMSPMHC's express written permission, you agree to pay RMSPMHC one thousand dollars (\$1,000) for each day on which you engage in such conduct.
- c. If you collect personal data about other users for commercial or unlawful purposes your membership will be terminated immediately.

Otherwise, you agree to pay RMSPMHC actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, RMSPMHC retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.