

User Agreement

Last revised 03/01/08

The following User Agreement ("Agreement") governs the use of the Post-Standard.COM online service ("Service"), including participation in its bulletin boards, forums, personal ads and chats, as provided by The Post-Standard ("Service Provider"). Please read the rules contained in this Agreement carefully. You can access this Agreement any time at <http://www.post-standard.com/pdfs/useragreement.pdf>. **Your use of and/or registration on any aspect of the Service will constitute your agreement to comply with these rules.** If you cannot agree with these rules, please do not use the Service. These rules may be modified from time to time; the date of the most recent revisions will appear on this page. Continued access of the Service by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these rules, whether listed below or in bulletins posted at various points in the Service, may result in suspension or termination of your access to the Service, without notice, in addition to Service Provider's other remedies.

Rules of Usage:

COMMENTS BY USERS ARE NOT ENDORSED BY SERVICE PROVIDER:

Service Provider does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on bulletin boards, forums or otherwise contained in the Service. Nor does Service Provider or its third party service providers make any warranties with respect to any of the merchandise featured or mentioned on the Service. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements or those who actually sell any merchandise, and do not necessarily represent the views of Service Provider or its third party service providers.

USE OF THE SERVICE BY YOU:

Your right to use the Service is personal to you -- you may not authorize others to use the Service, and you are responsible for all use of the Service by you and by those you allow to use, or provide access to, the Service.

- The Service is not intended for users under the age of 13, and Service Provider does not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.
- You agree not to use any obscene, indecent, or offensive language or to place on the Service any material that is defamatory, abusive, harassing, or hateful. Further, you may not place on the Service any material that is encrypted, constitutes junk mail or unauthorized advertising, invades anyone's privacy, or

encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, national or international law or regulation. You agree to use the Service only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

- You are responsible for ensuring that any material you provide to the Service or post on a bulletin board or forum, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights. Material on the Service is for your personal use only. The Service contains copyrighted and other proprietary information.
- You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Service, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, Service Provider or the Service.
- You agree not to disrupt, modify or interfere with the Service or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Service. You further agree not to alter or tamper with any information or materials on or associated with the Service.
- Other than connecting to Service Provider's servers by http requests using a Web browser, you may not attempt to gain access to Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Service or otherwise.
- You acknowledge that Service Provider has not reviewed and does not endorse the content of all sites linked to from this Service and is not responsible for the content or actions of any other sites linked to from this Service. Your linking to any service or site is at your sole risk.

USE OF MATERIAL SUPPLIED BY YOU:

For information regarding use of the material and information you supply or communicate with the Service, please see our [Privacy Policy](#). By posting messages, uploading files, inputting data, or engaging in any other form of communication through the Service, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so.

COPYRIGHT COMPLAINTS:

Service Provider respects the intellectual property of others, and we ask our users to do the same. Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

If you believe that your work has been copied and is accessible on the Service in a way

that constitutes copyright infringement, or that the Service contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify Service Provider by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to our copyright agent set forth below.

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Service Provider to locate the material;
4. Information reasonably sufficient to permit Service Provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Copyright Agent:

Jerry Birenz Esq.
Sabin, Bermant & Gould LLP
4 Times Square, 23rd Floor
New York, NY 10036-6526

By phone:
(212) 381-7057

By fax:
(212) 381-7233

By e-mail:
copyright@sbandg.com

Note: Only copyright complaints should be sent to agent. No other communications will be accepted or responded to.

For communications on other matters, please e-mail shodgens@syracuse.com

MATERIALS POSTED BY OTHERS:

You agree that Service Provider and its third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

INDEMNIFICATION:

You agree to indemnify Service Provider and its affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the Service, or from your breach of this Agreement, or from any such acts through your use of the Service.

EDITING AND DELETIONS:

Service Provider reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Service or its bulletin boards, in its sole discretion, without notice.

ADDITIONAL RULES:

Service Provider reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Service. Such additional rules will be posted in the relevant parts of the Service, and will be clearly identified. Your continued use of the Service constitutes your agreement to comply with these additional rules.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE THAT YOU ARE USING THE SERVICE AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS", AND THE SERVICE PROVIDER, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. SERVICE PROVIDER, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE SERVICE.

SERVICE PROVIDER, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF SERVICES HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR ACCESS TO OR INABILITY TO ACCESS THE SERVICE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, YOUR USE OF OR RELIANCE ON THE SERVICE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE SERVICE PROVIDER, ITS AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

TERMINATION OF ACCESS TO THE SERVICE:

Service Provider has the right to terminate your ability to access the Service, for any or no reason, without notice.

JURISDICTION:

Service Provider makes no representation that materials on the Service are appropriate, available or legal in any particular location. Those who choose to access the Service do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of New York applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in New York, NY. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

ASSOCIATED PRESS:

Associated Press ("AP") text, photo, graphic, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither these AP materials nor any portion thereof may be stored in a computer except for personal and non-commercial use. The AP will not be held liable for delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing.

If you don't agree to the terms contained in this Agreement, please exit the Service. Please click the Back button on your browser to return to the previous page.