

Terms of Services and Acceptable Use Policy

1. ACCEPTANCE OF TERMS

[Liberteate.us](#) Provides email service subject to the following Terms of Use and Acceptable Use Policy, which may be updated or revised by us from time to time without notice to you. You accept and agree to be bound by the terms and provision of the TOS. You shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the TOS. [Liberteate.us](#) may also offer other future services that are governed by different Terms of Service. The purpose of this policy is to ensure that the services are used in a manner that is ethical and beneficial to everyone. [Liberteate.us](#) shall have the sole and non-reviewable right to determine whether a customer's use violates this standard.

2. DESCRIPTION OF SERVICES

[Liberteate.us](#) may provide users with access to other resources, including without limitation various communications tools, forums, shopping services, search services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed through or in conjunction with [Liberteate.us](#). You also understand and agree that the [liberteate.us](#) Service(s) may include advertisements and that these advertisements are necessary for [Liberteate.us](#) to provide the [Liberteate.us](#) Service(s). You also understand and agree that the [Liberteate.us](#) Service(s) may include certain communications from [Liberteate.us](#) or affiliates, such as service announcements, administrative messages and a Newsletter. You understand and agree that the Service is provided "AS-IS" and that [Liberteate.us](#) assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for any backups and any equipment needed to use [Liberteate.us](#) service(s).

You understand that the technical processing and transmission of the [Liberteate.us](#) Service(s), including your Content, may involve (a) transmissions over various networks; and that [Liberteate.us](#) will not be responsible on any other network or equipment.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the [Liberteate.us](#) service(s), you represent that you are of legal age. You also agree to provide true, accurate, current and complete information about yourself. If you provide any information that is untrue, inaccurate, not current or incomplete, [Liberteate.us](#) has reasonable grounds to suspend or terminate your account and refuse any and all current or future use of the Service(s). [Liberteate.us](#) is concerned about the safety and privacy of all its users. Parents of children under the age of 18 who wish to allow their children access to the [Liberteate.us](#) Service(s) must be responsible for their account.

4. Liberteas.us PRIVACY POLICY

Registration Data and certain other information about you are subject to our applicable privacy policy.

You can view the Liberteas.us Privacy Policy at

https://www.liberteas.us/docs/Liberteas_us_Privacy_Policy.pdf

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Liberteas.us registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to notify Liberteas.us immediately of any unauthorized use of your password or account or any other breach of security, and ensure that you exit from your account at the end of each session. Liberteas.us cannot and will not be liable for any loss or damage arising from your failure to comply with Section 5. Liberteas.us asks that you never give out your account information online to a phishing email.

6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Liberteas.us, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available using Liberteas.us Service. You agree to use Liberteas.us services in a way that is ethical and in conformance with community standards as well as respects the integrity of our service.

You agree to not use the Liberteas.us Services to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Liberteas.us official or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

f. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

g. upload, post, email, transmit or otherwise make available any material 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;

h. interfere with or disrupt the [Libertea.us](https://libertea.us) Service(s) or servers or networks, or disobey any requirements, procedures, policies or regulations of networks connected to the [Libertea.us](https://libertea.us) Service(s), including using any device, software or routine to bypass our robot exclusion headers;

i. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

j. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

k. "stalk" or otherwise harass another; and/or

l. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

m. You acknowledge, consent and agree that [Libertea.us](https://libertea.us) may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: comply with legal process, enforce the TOS, respond to claims that any Content violates the rights of third parties, respond to your requests for customer service, or protect the rights, property or personal safety of [Libertea.us](https://libertea.us) and its users or the public.

7. INTERSTATE NATURE OF COMMUNICATIONS ON YAHOO! NETWORK

When you register with [Libertea.us](https://libertea.us) Service you acknowledge that in using the [Libertea.us](https://libertea.us) Service to send electronic communications including but not limited to email, you will be causing communications to be sent through [Libertea.us](https://libertea.us)' computer networks. As a result, the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the service results in interstate data transmissions.

8. INDEMNITY

You agree to indemnify and hold [Libertea.us](#) and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the [Libertea.us](#) Service(s), your use of the [Libertea.us](#) Service(s), your violation of the TOS, or your violation of any rights of another.

9. NO COMMERCIAL REUSE OF [Libertea.us](#) SERVICES

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the [Libertea.us](#) Service(s).

10. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that [Libertea.us](#) may establish general practices and limits concerning use of the [Libertea.us](#) Service, including without limitation the maximum number of days that email messages, or other uploaded Content will be retained by the [Libertea.us](#) Service(s), the maximum number of email messages that may be sent from or received by an account on the [Libertea.us](#) Services, the maximum size of any email message that may be sent from or received by an account on the [Libertea.us](#) Service, the maximum disk space that will be allotted on the servers on your behalf. You agree that [Libertea.us](#) has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained on [Libertea.us](#) Service. You acknowledge that [Libertea.us](#) reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that [Libertea.us](#) reserves the right to modify these general practices and limits from time to time.

11. MODIFICATIONS TO [Libertea.us](#) SERVICES

[Libertea.us](#) reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the [Libertea.us](#) Service(s) or any part thereof with or without notice. You agree that [Libertea.us](#) shall not be liable to you or to any third party for any modification, suspension or discontinuance of the [Libertea.us](#) Service(s) or any part thereof.

12. TERMINATION

You may terminate your [Libertea.us](#) account by emailing to a request to terminate your account to Support@Libertea.us.

You agree that [Libertea.us](#) may, without prior notice, immediately terminate, limit your access to or suspend your [Libertea.us](#) account, any associated email address. Cause for such termination, limitation of access or suspension shall include, but not be limited to, breaches or violations of the TOS or other incorporated agreements or guidelines, requests by law enforcement or other government agencies, (c) discontinuance or material modification to the [Libertea.us](#) Service(s) or any part thereof, unexpected technical or security issues or problems, extended periods of inactivity, and engagement by you in fraudulent or illegal activities. Further, you agree that all terminations, limitations of access and

suspensions for cause shall be made in [Liberteas.us](#)' sole discretion and that [Liberteas.us](#) shall not be liable to you or any third party for any termination of your account or any associated email address.

13. LINKS

[Liberteas.us](#) Service(s) may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that [Liberteas.us](#) is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that [Liberteas.us](#) shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

14. [Liberteas.us](#)' PROPRIETARY RIGHTS

You acknowledge and agree that the [Liberteas.us](#) Service(s) and any necessary software used contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in any future advertisements or information presented to you through the [Liberteas.us](#) Service(s) or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the [Liberteas.us](#) Service(s), such Content or the Software, in whole or in part.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. Your use of [Liberteas.us](#) Services(s) and software are at your risk and that [Liberteas.us](#) Service(s) is provided on an "As-Is" and "As Available" and that its Affiliates, Officers, Agents, Employees and Partners disclaim all warranties of any kind. .
- b. [Liberteas.us](#) and its Affiliates, Officers, Employees, Agents or Partners make no warranty that the services will meet your requirements and expectations nor will be uninterrupted, secure, error-free.
- c. Any material download or obtained through [Liberteas.us](#) is accessed at your own risk and will be solely the responsibility of the user and therefore waive any and all claims of action with respect to any damage to your computer system, Internet access or data loss that results from the download of any such material.
- d. No advice obtained by you from [Liberteas.us](#) Service(s) or software shall create any warranty not expressed in this document.

16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT [Libertea.us](#) AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES.

17. NOTICE

[Libertea.us](#) may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, postings or any future services on [Libertea.us](#). Such notices may not be received if you violate this TOS by accessing the [Libertea.us](#) Services in an unauthorized manner. Your agreement to this document constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the [Libertea.us](#) Service(s) in an authorized manner.

18. TRADEMARK INFORMATION

You agree that all of [Libertea.us](#) trademarks, trade names, service marks and [Libertea.us](#)' logos and brand features, and product and service names are trademarks and the property of Libertea.us LLC. Without [Libertea.us](#)' prior permission, you agree not to display or use in any manner the [Libertea.us](#) Marks.

19. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

[Libertea.us](#) respects the intellectual property of others, and we ask our users to do the same. [Libertea.us](#) may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers.

20. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and [Libertea.us](#) and governs your use of the [Libertea.us](#) Service(s), superseding any prior version of this TOS between you and [Libertea.us](#). You also may be subject to additional terms and conditions that may apply when you use or purchase future [Libertea.us](#) Service(s) or affiliate services.

Choice of Law and Forum. You and [Libertea.us](#) each agree that the TOS and the relationship between the parties shall be governed by the laws of the State of Ohio without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and [Libertea.us](#), shall be brought exclusively in the courts located in the county of Brown, Ohio or the U.S. District Court for the Southwestern District of Ohio. You and [Libertea.us](#) agree to submit to the personal jurisdiction of the courts located within the

county of Brown, Ohio or the Southwestern District of Ohio, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms. The failure of [Libertea.us](#) to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS 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 TOS remain in full force and effect.

Statute of Limitations. 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 [Libertea.us](#) Service(s) or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Last updated April 24, 2012

Copyright © 2012 [Libertea.us](#) Inc. All Rights Reserved.