

# EAWF.com - Terms & Conditions

These site Standard Terms And Conditions contained herein on the webpage, shall govern your use of our site, including all pages within the Website( hereinafter referred to as the "site").

These Terms apply in full force and effect to your use of the site and by using the site, you expressly accept all terms and conditions contained herein in full.

You must not use the site, if you have any objection to any of these site Standard Terms And Conditions.

The site is not for use by any minors (defined as those who are not at least 18 years of age), without express permission by an adult Parent or Guardian.

## **Intellectual Property Rights:**

Other than content you own, which you may have opted to include on the site, under these Terms, EAWF.com and/or its licensors own all rights to the intellectual property and material contained in the site, and all such rights are reserved.

You are granted a limited license only,subject to the restrictions provided in these Terms, for purposes of viewing the material contained on the site.

## **Restrictions:**

You are expressly and emphatically restricted from all of the following:

- publishing any site material in any media;
- selling, sub-licensing and/or otherwise commercializing any site material;
- publicly performing and/or showing any site material;
- using the site in any way that is, or may be, damaging to the site;
- using the site in any way that impacts user access to the site;
- using the site contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the site, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the site, or while using the site;
- using the site to engage in any advertising or marketing;

without the express written permission from EAWF.com.

Certain areas of the site are restricted from access by you and EAWF.com may further restrict access by you to any areas of the site, at any time, in its sole and absolute discretion.

Any user ID and password you may have for the site are confidential and you must maintain confidentiality of such information.

## **Your Personal Content**

In these site Standard Terms And Conditions, "Your Content" shall mean any audio, video, text, images or other material you choose to display on the site.

With respect to Your Content, by displaying it, you grant EAWF.com a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party's rights.

EAWF.com reserves the right to remove any of Your Content from the site at any time, and for any reason, without notice.

## **No Warranties**

The site is provided "as is," with all faults, and EAWF.com makes no express or implied representations or warranties, of any kind related to the site or the materials contained on the site. Additionally, nothing contained on the site shall be construed as providing consult or advice to you.

# EAWF.com - Terms & Conditions

## **Limitation Of Liability**

In no event shall EAWF.com, nor any of its personnel, be liable to you for anything arising out of or in any way connected with your use of the site, whether such liability is under contract, tort or otherwise, and EAWF.com, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of the site.

## **Indemnification**

You hereby indemnify to the fullest extent EAWF.com from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

## **Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **Variation of Terms**

EAWF.com is permitted to revise these Terms at any time as it sees fit, and by using the site you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of the site.

## **Assignment**

EAWF.com shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Entire Agreement**

These Terms, including any legal notices and disclaimers contained on the site, constitute the entire agreement between EAWF.com and you in relation to your use of the site, and supersede all prior agreements and understandings with respect to the same.

## **Governing Law & Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of the State of Arizona, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Arizona for the resolution of any disputes.