

BRIARMEADOW WEBSITE TERMS OF USE

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1. Proprietary Rights. As between you and us, we or our licensors, as applicable, own, solely and exclusively, all rights, title and interest in and to the Website, all the content (other than Submitted Materials (as defined in Section 5 below)), code, data and materials thereon, the look and feel, design and organization of the Website, and the compilation of the content, code, data and materials on the Website, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein and, in the event that we do not own such content, data and materials. Your use of the Website does not grant to you ownership of any content, code, data or materials you may access on or through the Website.

2. Limited License. You may access and view the content on the Website on your computer or other device, and make single copies or prints of the content on the Website at your own risk and for your personal, non-commercial and internal use only, provided that you keep intact all copyright and other proprietary notices contained therein and use the same in accordance with all restrictions applicable to your use of the Website in general. Use of the Website and the services offered on or through the Website, are only for your personal, non-commercial use. You may not use the Website for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

3. Prohibited Use. Any commercial or promotional distribution, publishing or exploitation of the Website, or any content, code, data or materials on the Website, is strictly prohibited unless you have received the express prior written permission from authorized personnel of Briar Meadow or the otherwise applicable rights holder. Other than as expressly allowed herein, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Website. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or made available through the Website. This includes, without limitation, the alteration or removal of any Trademarks (as defined in Section 4 below) or any other proprietary content or proprietary rights notices. If you make other use of the Website, or the content, code, data or materials thereon, except as otherwise provided above, you may be subject to liability for such unauthorized use (including, without limitation, for violations of copyright and other applicable laws).

4. Trademarks. The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Website or on content available through the Website are registered and unregistered Trademarks of ours and others and may only be used in accordance with Section 2 above, provided that such use may not be likely to cause customer confusion or, in any manner, disparage or discredit their rights holders. All Trademarks not owned by us that appear on the Website or on or through the Website's services, if any, are the property of their respective owners. Nothing contained on the Website grants, by implication, estoppel, or otherwise, or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without our written permission or that of the third party rights holder.

5. Submitted Materials. Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information from you through the Website, by e-mail or in any other way. Any information, creative works (including, without limitation, text, photographs,

graphics, audio, visual and audiovisual content), demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us (including, for example and without limitation, that which you submit or post to online forums, reviews and ratings and/or our blogs, or send to us via e-mail) ("Submitted Materials") will be deemed not to be confidential or secret, and may be used by us in any manner consistent with these Terms and Conditions. Prior to submitting any Submitted Materials, you must register with this Website and provide your User Information. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are not confidential or secret, and no confidential or fiduciary relationship is intended or created between you and us in any way, (ii) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any "moral rights" in Submitted Materials have been waived, and (iii) you grant us and our affiliates, and our respective licensors, licensees, distributors, vendors, partners, agents, representatives, and other authorized users (collectively, "Representatives") a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, print, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, including for promotional and/or commercial purpose, and to authorize others to do so. We cannot be responsible for maintaining any Submitted Materials that you provide to us, nor are we responsible for any information included in any Submitted Materials (for example, without limitation, a blog post or any comments to blog(s) created or posted by users), and we may delete or destroy any such Submitted Materials at any time.

If you submit a photograph, graphic image or video, you also agree to, represent and warrant the following: (i) you have the rights necessary to authorize us and our affiliates (and our Representatives) to use such photograph or video as permitted by these Terms and Conditions; (ii) you authorize us and our affiliates (and our Representatives) to use such photograph or video as permitted by these Terms and Conditions; (iii) you have obtained the necessary permissions, if any, for us and our affiliates (and our Representatives) to use such photograph or video in accordance with the Terms and Conditions; and (iv) such photograph or video has not been manipulated or altered in any manner so as to distort or misrepresent any individual or thing depicted in it.

BriarMeadow may, from time to time, make messaging services, chat services, bulletin boards, message boards, photo galleries, videos, blogs, user review and ratings forums, other forums and other such services and features available on or through the Website to which you may have the opportunity to provide or submit Submitted Materials. In addition to any other rules or regulations that we may post in connection with a particular service or feature, and in addition to the rest of the Terms and Conditions, you represent, warrant and agree that you shall not upload, post, transmit, distribute or otherwise publish through the Website or any service or feature made available on or through the Website, any materials which are, do, or could reasonably be construed to be or do any of the following:

- restrict or inhibit any other user from using and enjoying the Website or the Website's services;
- are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, or that threaten or invite violence, or that are derogatory of others on the basis of gender, race, ethnicity, national origin, religion, sexual preference or disability;
- constitute or encourage conduct that would constitute a criminal offense, give rise to potential civil liability or otherwise violate any local, state, national or international law;
- violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right;
- contain a virus, spyware, or other harmful component;
- contain embedded links, advertising, chain letters or pyramid schemes of any kind;
- constitute or contain false or misleading indications of origin, endorsement or statements of fact; or
- contain sensitive, proprietary or confidential information about yourself or others.

6. Prohibited User Conduct. You warrant and agree that, while using the Website and the various services and features offered on or through the Website (including, for example and without limitation, blogs, Podcasts, RSS feeds, video players, photo galleries, chat rooms and other public or open forums), you shall not: (a) impersonate any person or entity, whether actual or fictitious, including anyone from Briar Meadow or its affiliates, or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the Website's content, materials or services (for example, without limitation, in an RSS feed or a Podcast received from Briar Meadow or otherwise through the Website), or use, redistribute, reuse, republish, repurpose or otherwise exploit such content or service for any purpose or reason, including without limitation, further commercial or promotional purposes; or (c) attempt to gain unauthorized access to other computer systems through the Website. You also shall not and, by your use of the Website, represent and warrant that you are not:

- engaging in "spidering", "screen scraping", "database scraping", harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from Briar Meadow, including without limitation any information residing on any server or database connected to the Website or the services offered on or through the Website;
- obtaining or attempting to obtain unauthorized access to computer systems, materials or information through any means;
- using the Website or the Website's services or features in any manner with the intent to interrupt, damage, disable, overburden, or impair the Website or such services or features, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests;
- removing, concealing, editing or otherwise altering any trademark, copyright or other proprietary rights notice or any other mark or source identifier included in any content or features made available on or through the Website (for example, without limitation, in any Podcast, photograph or text);
- using the Website or the Website's services or features in violation of Briar Meadow's or any third party's intellectual property or other proprietary, privacy or legal rights;
- using the Website or the Website's services in violation of any applicable law;
- attempting (or encouraging or supporting anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Website or the Website's services, or any content thereof, or make any unauthorized use thereof;
- using the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website or any of its services; or
- obtaining or attempting to obtain any materials or information through any means not intentionally made publicly available or provided for through the Website.

7. Right to Monitor and Editorial Control. Briar Meadow reserves the right, but does not have an obligation, to monitor and/or to review all materials posted to the Website or through the Website's services or features by users, and is not responsible for any such materials posted by users. Briar Meadow is not responsible for any failure to monitor, review and/or delete any materials posted to the Website or through the Website's services or features by users. However, Briar Meadow reserves the right at all times to disclose any information as necessary or advisable to satisfy any law, regulation or government request; and to edit, to refuse to post or to remove any information or materials, in whole or in part, that, in Briar Meadow's discretion, are objectionable or in violation of these Terms and Conditions, Briar Meadow's policies or applicable law or for any reason whatsoever. We may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of the guidelines set forth in our Terms and Conditions or in violation of applicable law, or for any other reason without notice or liability.

8. Transactions or Relationships Formed Between Users on the Website. Some materials or information accessible in certain areas of the Website may be provided by other users and not by Briar Meadow (including, for example and without limitation, information provided by individual property owners and real estate brokers, advertisements for third party or user-provided products or services, and submissions to blogs, photo galleries, message boards, chat discussions, review and ratings forums and other public forums available on or through the Website). From time to

time, there may be opportunities on or through the Website for you to purchase certain products and/or services directly from such third parties (and in many cases, other users) who have advertised such products or services on the Website. Briarmeadow assumes no responsibility for, and you are solely responsible for confirming, the availability, appropriateness, accuracy, sufficiency, correctness, veracity, completeness, reliability and timeliness of any such user-provided information, content, products, services, advertising or other materials. The inclusion of any such user-provided content on the Website does not imply endorsement or sponsorship by Briarmeadow. You are solely responsible for any and all consequences of any such activities, transactions and relationships that you may conduct or form with other users of the Website. Any purchases that you make from such third parties or users who have advertised on or through the Website are made at your own risk. You acknowledge and agree that Briarmeadow has no responsibility or liability for such purchases and/or transactions.

9. Indemnification. By submitting or posting any User Information, photograph, video, and/or Submitted Materials or by using the Website you acknowledge and agree that, in the event that it becomes necessary or advisable for us to defend ourselves, in a court of law or otherwise, with respect to any such User Information, photograph, video, and/or Submitted Materials, or you engage in any prohibited conduct, as described below, we may rely on your representations and warranties contained herein. You agree to defend, indemnify and hold Briarmeadow, its affiliates and Representatives and each of their respective directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees and other costs of enforcing these Terms and Conditions, arising in any way from your use of the Website, your placement or transmission of any message, content, information, software or other materials on or through the Website, or your breach or violation of the law or of these Terms and Conditions. Briarmeadow reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with Briarmeadow's defense of such claim and to reimburse Briarmeadow for the reasonable costs and expenses thereof.

10. Third Party Websites. You may be able to link from the Website to third party Websites that take you outside of our service and third party Websites may link to the Website ("Linked Sites"). For example, if you click on a banner advertisement or a search result, the click may take you off the Website. This includes links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding relationship. You acknowledge and agree that Briarmeadow has no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, and you rely on the same at your own risk. Such Linked Sites are not under our control, and links to other sites are provided solely for the convenience of users. You acknowledge that when you leave our Website by any means, including, but not limited to, when you click on a link that leaves the Website, the site you will land on is not controlled by us and different terms of use and privacy policies apply. We reserve the right to disable links from third-party sites to the Website, although we are under no obligation to do so. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such Websites or the information, content, products, services, advertising, code or other materials presented on or through such Websites. Also, Briarmeadow is not responsible for any form of transmission received from any linked Website.

11. Notice and Procedure for Making Claims of Copyright Infringement. We respect the intellectual property rights of others, and require that the people who use the Website, or the services or features made available thereon, do the same. If you believe in good faith that a copyrighted work has been copied in a way that constitutes copyright infringement, please notify our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 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;

- 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 us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, including an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- 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; and
- 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.

We may give notice to our users that we have received a notice of infringement by means of a general notice on the Website, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for the judicial district in which Briar Meadow's offices are located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Copyright Agent:

President, Briar Meadow Homeowners' Association
 3203 Freshmeadows Drive
 Houston, TX 77063

Email: President@briar Meadow.org

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14. Applicable Laws. We control and operate the Website from our offices in the United States of America. We do not represent that materials on the Website are appropriate or available for use in other locations. Persons who choose to access the Website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

15. Termination. Briar Meadow may terminate, change, suspend or discontinue any aspect of the Website or the Website's services (including, without limitation, content, features or hours of availability), at any time and for any reason. Briar Meadow may restrict, suspend or terminate your access to the Website and/or its services if we believe you are in breach of our terms and conditions or applicable law, or for any other reason without notice or liability. If we have banned you from the Website or any of the services on or available through the Website, you may not return to the Website for any reason or in any manner. Once you have been banned from use of the Website, you may not thereafter use the Website under a new username or identity. In the event that you do return, or attempt to return, to the Website or a particular service after you have been banned, you will be deemed to have breached these Terms and Conditions, and Briar Meadow reserves the rights to obtain reimbursement from you for any costs and expenses incurred to enforce these Terms and Conditions and otherwise to pursue all rights and remedies available to it at law or in equity with respect to such breach. Briar Meadow maintains a policy to terminate the Website use privileges of users who repeatedly infringe the intellectual property rights of others).

16. Changes to Terms and Conditions. Briar Meadow reserves the right, at its sole discretion, to change, modify, add or remove any portion of the Terms and Conditions, in whole or in part, at any time. Changes in the Terms and Conditions will be effective when posted. Your continued use of the Website and/or the services made available on or through the Website after any changes to the Terms and Conditions are posted will be considered acceptance of those changes.

17. Miscellaneous. The Terms and Conditions, and the relationship between you and us, shall be governed by the laws of the State of Texas, United States of America, without regard to conflict of law provisions. You agree that any cause of action that may arise under the Terms and Conditions shall be commenced and be heard in the appropriate court in the State of Texas, County of Harris, United States of America. You agree to submit to the personal and exclusive jurisdiction of such courts. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions 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 and Conditions remain in full force and effect.

These Terms and Conditions Last Updated January 14, 2009