

# FloridaGulfCoastLifestyles.com

## TERMS OF SERVICE

### 1. ACCEPTANCE OF TERMS

Welcome to FloridaGulfCoastLifestyles.com ("Service") an online service of Senior Media, Inc. Your use of the Service will be subject to the terms of the "Terms of Service Agreement" ("TOS") and all applicable laws. Please read the TOS and print a copy for your records (YOUR USE OF THE SITE WILL CONSTITUTE YOUR AGREEMENT TO ALL TERMS). The TOS may change from time to time and use of "Service" after a change will subject you to the new terms. IF YOU DO NOT AGREE WITH THE ABOVE, PLEASE DO NOT USE THE SITE.

### 2. DESCRIPTION OF SERVICE

The Service provides users with access to an extensive collection of resources, including but not limited to, web links to properties and/or services, forms and other shopping services or personalized content. The Service may include advertisements and these advertisements are necessary for FloridaGulfCoastLifestyles.com to provide the Service. You also understand and agree that the Service may include certain communication from FloridaGulfCoastLifestyles.com, such as service announcements, administrative messages and the FloridaGulfCoastLifestyles.com Newsletter, and that these communications are considered part of FloridaGulfCoastLifestyles.com Membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of FloridaGulfCoastLifestyles.com Properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that FloridaGulfCoastLifestyles.com assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### 3. REGISTRATION OBLIGATIONS

In consideration of your use of the Service you represent that you are of legal age to form a linking contract. You also agree to provide true, accurate, current and complete information about yourself as prompted by the services registration form and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or FloridaGulfCoastLifestyles.com has reason to suspect that such information is untrue, inaccurate, not current or incomplete, FloridaGulfCoastLifestyles.com has the right to suspend or terminate your account and refund any and all current or future use of the service.

### 4. YOUR CONDUCT

You are entirely responsible for all content you upload, post, email, transmit or otherwise make available via the Service.

FloridaGulfCoastLifestyles.com does not control the content posted via the Service and therefore does not guarantee the accuracy, integrity, or quality of such content. Advertiser understands that by using the Service you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will FloridaGulfCoastLifestyles.com be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. impersonate any person or entity, including, but not limited to, a FloridaGulfCoastLifestyles.com official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- 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. intentionally or unintentionally violate any applicable local, state, national or international law;

You acknowledge that FloridaGulfCoastLifestyles.com may not pre-screen Content, but that FloridaGulfCoastLifestyles.com and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, FloridaGulfCoastLifestyles.com and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by FloridaGulfCoastLifestyles.com or submitted to FloridaGulfCoastLifestyles.com, including without limitation information in FloridaGulfCoastLifestyles.com Message boards, and in all other parts of the Service.

You acknowledge, consent and agree that FloridaGulfCoastLifestyles.com 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: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of FloridaGulfCoastLifestyles.com, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

### 5. NO WARRANTY

FloridaGulfCoastLifestyles.com makes no warranty, express or implied, including without limitation with respect to advertising and other services, and expressly disclaims the warranties or conditions of noninfringement, merchantability and fitness for any particular purpose.

### 6. LIMITATION OF LIABILITY; FORCE MAJEURE

Except for any indemnification and confidentiality obligations hereunder, (i) in no event shall either party be liable under this agreement for any consequential, special, indirect, exemplary, or punitive damages whether in contract, tort or any other legal theory, even if such party has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy and (ii) FloridaGulfCoastLifestyles.com's aggregate liability to advertiser under this agreement for any claim is limited to the amount paid to FloridaGulfCoastLifestyles.com by advertiser for the ad giving rise to the claim. Each party acknowledges that the other party has entered into

this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.

7. **REPRESENTATIONS AND WARRANTIES**

You represent and warrant that (a) all of the information provided by You to FloridaGulfCoastLifestyles.com to utilize the Service is correct and current; (b) You hold all rights to permit FloridaGulfCoastLifestyles.com to use, reproduce, display, transmit and distribute Your ad(s) and all content therein; and (c) the following items will not violate (or encourage conduct that would violate) any applicable laws, regulations or third party rights in any state or country in which your ad is displayed; Any Use by FloridaGulfCoastLifestyles.com or any Partner(s), your Target(s), any Web site(s) linked to from your ad(s), and products or services offered on such Web site(s).

8. **PAYMENT**

You agree to pay all applicable charges under the Agreement. Agreed upon charges, terms and condition of this agreement are subject to change upon notice given to the advertiser no later than 45 days before the effective date of the change. Notice shall be delivered to you in writing, via email, fax or postal service. You must accept or refuse the changes no later than 30 days before the effective date of the change. Failure to respond to the Notice of Change constitutes your acceptance of the Notice of Change. If you dispute any change made under this Agreement, you must notify FloridaGulfCoastLifestyles.com, in writing within 60 (sixty) days of any such change. Failure to notify FloridaGulfCoastLifestyles.com shall result in the waiver of any claim relating to any such disputed change.

9. **TERMINATION**

You agree that FloridaGulfCoastLifestyles.com, under certain circumstances and without prior notice, immediately terminate your FloridaGulfCoastLifestyles.com account, any associated email address, and access to the Service. Cause for such termination shall include, but not e limited to: (a) breaches or violations of the TOS or other incorporated agreements or guidelines (b) requests by law enforcement or other governments agencies (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), and (e) unexpected technical or security issues or problems. Further, you agree that all terminations for cause shall be made in FloridaGulfCoastLifestyles.com's sole discretion and that FloridaGulfCoastLifestyles.com shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service.

10. **DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser. You agree that FloridaGulfCoastLifestyles.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

11. **LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because FloridaGulfCoastLifestyles.com has no control over such sites and resources, you acknowledge and agree that FloridaGulfCoastLifestyles.com 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 FloridaGulfCoastLifestyles.com 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.