

## ***Digijaks.com* Terms of Use**

*Last Updated: June 15, 2012*

Welcome to *Digijaks.com*. Please read these Terms of Use before using or submitting content in any form or medium on *Digijaks.com*.

By continuing to visit our site, or by submitting content on *Digijaks.com*, you agree to abide, and that you are bound, by these Terms of Use. We reserve the right to change these Terms of Use at any time, and you agree (including by virtue of your continued use of our site) to be bound by any such changes. Unless explicitly stated otherwise, any new features or functionality (including, without limitation, video and related projects) that augment or enhance our site shall be subject to these Terms of Use.

Please review *Digijaks.com*'s Privacy Policy in conjunction with this Terms of Use.

### **1. DESCRIPTION OF THE SITE.**

**General Description.** The site is a commercial website that allows *Digijaks.com* users to share their ideas and interests with the *Digijaks.com* community. Through the site, you are able to post your own content and comment on content found on this website. Additionally, the website acts as a conduit for event registration and payment to events sponsored by Silberberg Innovations, LLC.

**Ages 13 and Over Only.** The site is intended for those ages 13 and over. If you are under 13 years of age, then please do not use the *Digijaks.com* website as there are lots of other great websites for you. Talk to your parents about what sites are appropriate for you.

In accordance with Federal Children's Online Privacy Protection Act of 1998 (COPPA), *Digijaks.com* will never knowingly solicit nor will it accept personally identifiable information from individuals known to be under thirteen (13) years of age. Please see our Privacy Policy, available at <http://digijaks.com/digijaks2012/> for more information including how to notify us of any concerns in this regard.

**Right to Modify Site.** *Digijaks.com* reserves the right to immediately change, suspend, remove or discontinue any part of the site or any content (whether submitted by *Digijaks.com* or by a member) for any reason, without prior notice or liability.

**Changes to these Terms of Use.** *Digijaks.com* reserves the right to modify these Terms of Use at any time, and without prior notice, by posting amended terms to this policy. Non-material changes and clarifications will take effect immediately, and material changes will take effect within 14 days of their posting on the *Digijaks.com* website. If we make material changes, we will post them in a link at the bottom of our home page and will indicate the Terms of Use effective date. Your continued use of the site indicates your acceptance of the current Terms of Use.

## 2. USER CONDUCT.

**Conditions of Use.** As a condition of use, you agree to all of the following:

- You acknowledge that the site is for personal use only. You agree that you will not use the site for any commercial purposes.
- You are responsible for all activity that occurs under your name, profiles and other online identities.
- You are solely responsible for your conduct and any Content (defined below) that you submit, post, and display on the site, or that you allow others to submit, post and/or display on the site under your name, profiles and other online identities.
- You must not harass, threaten, impersonate, or intimidate other *Digijaks.com* users.
- You must not 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.
- You must not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links" or any other form of solicitation.
- You must not transmit any worms or viruses or any code of a destructive nature.
- You must not violate any local laws in your jurisdiction (including, but not limited to, intellectual property laws).
- You must not use the site for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws in your jurisdiction regarding online conduct and acceptable content.
- You agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and grant *Digijaks.com* all of the license grants granted herein.
- You agree that you shall be solely responsible for your own content and the consequences of posting it.
- *Digijaks.com* reserves the right, in its sole and absolute discretion, to reject, refuse to post or remove any posting by you, or to restrict, suspend, or terminate your access to all or

any part of *Digijaks.com* at any time, for any or no reason, without prior notice or warning, and without liability.

### **3. SUSPENSION OR TERMINATION OF USE.**

**We May Discontinue or Suspend Our Site or Terminate Your Use.** We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our site (or any part thereof) with or without notice. You agree that *Digijaks.com* shall not be liable to you or any third party for any such modification, suspension or discontinuance of our site. In addition, we reserve the right to terminate your access to our site for any reason, and to take any other actions that *Digijaks.com*, in its sole discretion, believes to be in the interest of our company and of our users as a whole.

### **4. COPYRIGHT POLICY.**

**We Have All Rights In Our Site and Content. You Grant Us Certain Rights When You Submit Content to Us.**

*Digijaks.com* respects the intellectual property rights of others, and *Digijaks.com* asks that our website visitors and users do the same. It is our policy to disable access to or remove material that we believe in good faith to be infringing on a copyrighted work. *Digijaks.com* also disables and/or terminates the use of those who *Digijaks.com* believes in good faith are repeatedly infringing copyrighted works.

Our Copyright Policy has been developed in accordance with the Digital Millennium Copyright Act (DMCA). By accepting the Terms of Use, you agree to be bound by our Copyright Policy.

(a) By posting or submitting content on or to our site (regardless of the form or medium with respect to such content, whether text, videos, photographs, audio or otherwise), you are giving us, and our affiliates, agents and third party contractors the right to display or publish such content on our site and its affiliated publications in the form submitted to store such content, and to distribute such content and use such content for promotional and marketing purposes.

(b) You shall be solely responsible for your own submissions and the consequences of posting them. In connection with each of your submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such submissions to enable inclusion and use of such submissions in the manner contemplated by us and these Terms of Use; and (ii) you have the written consent, release and/or permission of each and every identifiable individual person in such submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of such submissions in the manner contemplated by us and these Terms of Use. In furtherance of the foregoing, you agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the rights granted herein; (ii) post falsehoods or misrepresentations that could damage us or any third party; (iii) submit material that is unlawful,

obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate. We reserve the right to remove postings without prior notice. You understand that when you submit content in any form to *Digijaks.com*, we may authorize such content to be distributed or syndicated to or published on other *Digijaks.com* branded environments.

(c) Unless expressly permitted, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit or in any way exploit any part of our site or any content thereon, except as permitted under the last sentence of this Section and except that you may make one print copy that is limited to occasional articles of personal interest only. Without limiting the generality of the foregoing (but subject to the last sentence of this Section), you may not distribute any part of this site or any content thereon over any network, including, without limitation, a local area network, or sell or offer it for sale. In addition, these files may not be used to construct any kind of database. Just as we from time to time excerpt materials from other sources in order to support the various commentaries and writings contained herein, we respect the right of others to make “fair use” of the materials contained on our site; accordingly, you may from time to time excerpt and use materials set forth on this site consistent with the principles of “fair use.”

(d) We are concerned about the integrity of our site when it is viewed in a setting created by a third party that includes advertising or other materials that we have not authorized to be displayed with the content of our site. Neither you nor any third party shall make use of the contents of our site in any manner that constitutes an infringement of our rights, including copyright or that has not been authorized by us.

(e) DMCA notices and other communications regarding intellectual property violations and questions may be sent to: [digijaks@gmail.com](mailto:digijaks@gmail.com)

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These sites include, but are not limited to, features that are used to comment and participate on *Digijaks.com* such as [Facebook Connect](#), [Echo](#), [OpenID](#), [Twitter](#), [WordPress](#) and [LinkedIn](#). Please visit these websites for their Terms of Use and Privacy Policies. *Digijaks.com* is not responsible for providing their current policies or changes thereof.

## 6. INDEMNIFICATION.

**You Will Be Responsible for Any Harm We Suffer as a Result of Your Violation of These Terms of Use or Any Breach by You of Your Representations and Warranties.** You agree to indemnify and hold harmless *Digijaks.com* and its affiliates and employees from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms of Use or any breach by you of your representations and warranties hereunder. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section 6. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## 7. DISCLAIMER OF WARRANTY.

**Your Use of Our Site is Subject to Certain Disclaimers.** OUR SITE IS AVAILABLE "AS IS." WE DO NOT WARRANT THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE NEWS, INFORMATION OR OTHER MATERIALS AVAILABLE THROUGH OUR SITE. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITE OR ANY INFORMATION OR GOODS THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH OUR SITE. WE DO NOT MAKE ANY REPRESENTATIONS, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED ON THIS SITE OR AVAILABLE THROUGH LINKS ON OUR SITE. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS ON

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The *Digijaks.com* site acts as a venue for the promotion of events sponsored by Silberberg Innovations, LLC, such as the Gov2.0LA conference. Through the use of external third party sites, including, but not limited to, Eventbrite and PayPal, registration and payment can be processed for such events.

*Digijaks.com* is not involved in the actual transaction between registrants and these third party sites. As a result, *Digijaks.com* has no control over the content, the quality, safety or legality of procedures employed by these websites and thus disclaims any and all liability for transactions on these sites. For further information about the policies of these third party websites, visit [Eventbrite](#) and [PayPal](#).

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We expect that you will use caution and common sense when using *Digijaks.com*.

Because user authentication on the Internet is difficult, *Digijaks.com* cannot and does not confirm that each user is who they claim to be. As third party websites are used in features on this site, refer to the policies to these third party websites referenced in Section 5(c) of this Terms of Use. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on *Digijaks.com*, in the event that you have a dispute with one or more users, you release *Digijaks.com* (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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## **12. PRIVACY POLICY.**

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## **13. MISCELLANEOUS.**

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**Governing Laws.** The Terms of Use will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

**Waiver and Severability.** The failure of *Digijaks.com* to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is invalid, illegal or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties to this Agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

**Notices.** *Digijaks.com* may provide you with notices, including, without limitation, those regarding changes to the Terms of Use and other site-related announcements, by postings on the

site (for example, by posting to the blog, or on the relevant page(s) of the site affected by such changes).

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