

# Terms and Conditions of Use

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We have taken every effort to design our Web site to be useful, informative, helpful, honest and fun. Hopefully we've accomplished that — and would ask that you let us know if you'd like to see improvements or changes that would make it even easier for you to find the information you need and want.

All we ask is that you agree to abide by the following Terms and Conditions. Take a few minutes to look them over because by using our site you automatically agree to them. Naturally, if you don't agree, please do not use the site. We reserve the right to make any modifications that we deem necessary at any time. Please continue to check these terms to see what those changes may be! Your continued use of the AmeliaBrazell.com Web site means that you accept those changes.

THANKS AGAIN FOR VISITING!

## Restrictions on Use of Our Online Materials

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## Submitting Your Online Material to Us

All remarks, suggestions, ideas, graphics, comments, or other information that you send to AmeliaBrazell.com through our site (other than information we promise to protect under our privacy policy) becomes and remains our property, even if this agreement is later terminated.

That means that we don't have to treat any such submission as confidential. You can't sue us for using ideas you submit. If we use them, or anything like them, we don't have to pay you or

anyone else for them. We will have the exclusive ownership of all present and future rights to submissions of any kind. We can use them for any purpose we deem appropriate to our AmeliaBrazell.com mission, without compensating you or anyone else for them.

You acknowledge that you are responsible for any submission you make. This means that you (and not we) have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

#### **L i m i t a t i o n o f L i a b i l i t y**

AmeliaBrazell.com will not be liable for any damages or injury that accompany or result from your use of any of its site.

These include (but are not limited to) damages or injury caused by any:

- Use of (or inability to use) the site
- Use of (or inability to use) any site to which you hyperlink from our site
- Failure of our site to perform in the manner you expected or desired
- Error on our site
- Omission on our site
- Interruption of availability of our site
- Defect on our site
- Delay in operation or transmission of our site
- Computer virus or line failure
- Please note that we are not liable for any damages, including:
  - Damages intended to compensate someone directly for a loss or injury
  - Damages reasonably expected to result from a loss or injury (known in legal terms as "consequential damages.")
  - Other miscellaneous damages and expenses resulting directly from a loss or injury (known in legal terms as "incidental damages.")

We are not liable even if we've been negligent or if our authorized representative has been advised of the possibility of such damages or both.

Exception: certain state laws may not allow us to limit or exclude liability for these "incidental" or "consequential" damages. If you live in one of those states, the above limitation obviously would not apply which would mean that you might have the right to recover these types of damages.

However, in any event, our liability to you for all losses, damages, injuries, and claims of any and every kind (whether the damages are claimed under the terms of a contract, or claimed to be caused by negligence or other wrongful conduct, or they're claimed under any other legal theory) will not be greater than the amount you paid if anything to access our site.

#### **L i n k s t o O t h e r S i t e**

We sometimes provide referrals to and links to other World Wide Web sites from our site. Such a link should not be seen as an endorsement, approval or agreement with any information or resources offered at sites you can access through our site. If in doubt, always check the Uniform Resource Locator (URL) address provided in your WWW browser to see if you are still in a AmeliaBrazell.com-operated site or have moved to another site. AmeliaBrazell.com is not

responsible for the content or practices of third party sites that may be linked to our site. When AmeliaBrazell.com provides links or references to other Web sites, no inference or assumption should be made and no representation should be inferred that AmeliaBrazell.com is connected with, operates or controls these Web sites. Any approved link must not represent in any way, either explicitly or by implication, that you have received the endorsement, sponsorship or support of any AmeliaBrazell.com site or endorsement, sponsorship or support of AmeliaBrazell.com, including its respective employees, agents or directors.

#### **T e r m i n a t i o n o f T h i s A g r e e m e n t**

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from all AmeliaBrazell.com Web site, along with all related documentation and all copies and installations. AmeliaBrazell.com may terminate this agreement at any time and without notice to you, if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our Web site, we do not in any way promise that the materials will remain available to you. And AmeliaBrazell.com is entitled to terminate all or any part of any of its Web site without notice to you.

#### **J u r i s d i c t i o n a n d O t h e r P o i n t s t o C o n s i d e r**

If you use our site from locations outside of the United States, you are responsible for compliance with any applicable local laws.

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the Nevada, as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate AmeliaBrazell.com and/or its affiliates' intellectual property rights, AmeliaBrazell.com and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Nevada, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Las Vegas, Nevada. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Las Vegas, Nevada, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

AmeliaBrazell.com may modify these Terms of Use, and the agreement they create, at any time, simply by updating this posting and without notice to you. This is the ENTIRE agreement regarding all the matters that have been discussed.