

Terms of Use

By accessing www.lakeworthtalk.com or www.palmbeachtalk.com you, the User, agrees as follows:

1. User is materially inducing talk.com inc (“Company”) to allow User access to the www.lakeworthtalk.com and/or www.palmbeachtalk.com web sites (collectively, the “Site”).
2. User has read the Site Privacy Policy and agrees to be bound by said Site Privacy Policy.
3. Amendments. Company, at its discretion, may amend the Terms of Use or the Site Privacy Policy at any time by posting the amended terms at the Site. The amended Terms of Use and Site Privacy Policy shall be effective upon posting.
4. Who may use the Site. The Site services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Site services are not available to minors. If User does not qualify, please do not use the Site services or the Site.
5. Services. The www.lakeworthtalk.com site is a venue for individuals and entities to exchange information generally concerning the City of Lake Worth, Florida, and its residents. The www.palmbeachtalk.com site is a venue for individuals and entities to exchanged information generally concerning Palm Beach County, Florida, and its residents. As such, by accessing either site, User understands that others may be posting information or opinions which the User may find offensive or objectionable. User acknowledges that the Site has no control over any third party postings or comments located on the Site.
6. Company Content. Fom time to time, the Company will provide content based materials relevant to the purposes of the web site.
7. USER ASSUMES ANY AND ALL RISKS, KNOWN OR UNKNOWN, NOW EXISTING OR HEREAFTER ARISING, RELATED TO THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, PARTICIPATION IN ANY DISCUSSION OR OTHER EXCHANGE, DEALING WITH FOREIGN NATIONALS, UNDERAGE PERSONS, OR PEOPLE ACTING UNDER FALSE PRETENSE; OR THE UNAUTHORIZED OR AUTHORIZED USE OF USER'S ACCOUNT AND PASSWORD.
8. User Information. User information includes any information User provides to the Site or other Users, including, without limitation, information provided in connection with email, or otherwise (“User Information”). User is solely responsible for User Information, and

the Site acts as a passive conduit for User's online distribution and publication of User Information. User represents and warrants that User Information: (1) shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (2) shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (3) shall not be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (4) shall not be obscene, contain child pornography, or be pornographic or indecent; and (5) shall not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information. Furthermore, User shall not post on the Site 's any information or materials that could subject Site to any liability or cause the Site to violate any applicable law, statute, ordinance, or regulation. User grants the Site a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright and publicity rights in User Information, in any media now known or not currently known; provided, the Site shall use User Information only in accordance with the Site Privacy Policy.

9. System Integrity. User shall not use any device, software, or routine that interferes or attempts to interfere with the proper working of the Site. User shall not take any action which imposes an unreasonable or disproportionately large load on the Site infrastructure. User shall not disclose or share User Passwords or Accounts with any third parties or use User Passwords or Accounts for any unauthorized purpose.
10. No Control. The Site does not and cannot immediately control the content of any postings or comments to the Site, but reserves the right to do so, should in the sound discretion of the Site, such control be necessary to continue the operations of the Site.
11. No Warranty. Company provides the Site "As Is" and expressly disclaims all warranties, including, but not limited to, the Implied Warranties of Merchantability, Non-Infringement, and Fitness for a Particular Purpose. No oral or written information or advice given by Company or its agents, owners, or employees shall create a warranty, and User may not rely on any such information or advice.
12. Indemnity. User shall indemnify, defend, save, and hold harmless Company and its officers, agents, representatives, and employees from and against any and all liability, loss, damage, cost, and expense, including reasonable attorneys' fees, paid or incurred by reason of: (1) any breach or claim of breach of any of User's representations, warranties, or covenants; (2) User's use of the Site services or web site; or (3) any dispute between User and another User or third party.
13. Limit of Liability. In no event shall Company, nor anyone else who has been involved in the creation, production, or delivery of this web site or the Site services, be liable for any direct, indirect, consequential, or incidental damages (including, without limitation, lost profits, business interruption, loss of business information, or the like) arising out of these

Terms of Use or the Privacy Policy or the use of or inability to use the Site web site or the Company's services, even if Company has been advised of the possibility of such damages. In no event whatsoever shall the liability of Company, nor anyone else who has been involved in the creation, production, or delivery of this web site or the Site services, to user or any third parties exceed the greater of: (1) the total fees user paid to Company in the 12 months prior to the action giving rise to liability, if any; or (2) \$500, whichever is lesser.

14. General Compliance with Laws. User shall comply with all applicable laws, statutes, ordinances, and regulations regarding User use of the Site and Company Services.
15. General. These Terms of Use and the Privacy Statement shall be governed and construed under and in accordance with the laws of the State of Florida. No conflicts-of-law rule or law that might refer such construction interpretation to the laws of another state, republic, or country shall be considered. Any legal action arising as a result of the content of the Site or Users use of the Site, shall occur in the State of Florida, United States of America, with jurisdiction and venue exclusively within the courts lying in Palm Beach County, State of Florida.