

Terms of Use

By visiting, using and/or submitting information to <http://www.telhio.org/> (the "Site"), you agree to be bound by the terms and conditions of this Agreement of Terms of Use (the "Agreement") and the Site's Privacy Policy, located at <http://www.telhio.org/privacy.htm> (the "Privacy Policy").

Your Compliance with this Agreement

You represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of a company or other entity, you have the authority to bind such company or entity. In order to determine your compliance with this Agreement, your access of the Site may be monitored and used in accordance with the Site's Privacy Policy.

Your Access and Use of the Site

Your right to access and use the Site is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Site for lawful purposes and pursuant to the terms and conditions of this Agreement and the Site's Privacy Policy.

Your access and use of the Site may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Site or other actions that are taken. The right to suspend or discontinue the availability of the Site and/or any portion or feature of the Site at any time and without prior notice is hereby reserved.

Any action by you that: (i) violates the terms and conditions of this Agreement and/or the Site's Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of the Site; or (iii) through the use of the Site, defames, abuses, harasses, offends or threatens, shall not be permitted, and may result in your loss of the right to access and use the Site. You shall not metatag, provide links to or frame the Site without prior express written permission.

Public Forums

The Site may act as a venue, through its chat rooms, bulletin boards and other forums (collectively, the "Forums"), allowing the public to contribute information and make statements. The actual transmission of information and statements provided for in the Forums is independent of the Site and therefore there is no approval or endorsement of any information or statements in the Forums. You hereby acknowledge and agree that the quality, correctness, timeliness, safety, truth, accuracy or legality of any information provided for by you or any other person or entity in the Forums will not be controlled. You may find information posted in the Forums by other users to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense, and do not rely solely on information or statements published in the Forums. Without limiting the generality of the foregoing, and although information provided for in the Forums is not regularly reviewed, the right, but not the obligation, to remove or edit any information in the Forums is hereby reserved.

Immediately report problems with the Forums to us.

Transmissions, Submissions and Postings to the Site

If you transmit, submit or post information to the Site that is not Federally trademarked and/or copyrighted, you automatically grant a worldwide, fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content (as defined below). Provided that you have obtained prior written permission to transmit, submit or post information to the Site that is Federally trademarked and/or copyrighted, you automatically grant a worldwide, fully-paid, royalty-free right to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content.

You shall not transmit, submit or post the following to the Site:

- Information that infringes any party's copyright, patent, trademark, trade secret or other proprietary rights;
- Information that violates any law, statute, ordinance or regulation;
- Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to any party or that infringes on any party's rights of publicity or privacy;
- Information that contains any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Information containing or constituting chain letters, mass mailings, political campaigning, or any form of "spam";
- Information that is false, inaccurate or misleading;
- Commercial advertisements or solicitations without written permission; or
- Federally Trademarked and/or Copyrighted information without written permission.

Although your transmissions, submissions or postings are not regularly reviewed, the right (but not the obligation) to edit, refuse to post or remove your transmissions, submissions or postings is hereby reserved. Pursuant to the Site's Privacy Policy, transmissions, submissions or postings made by you may be reviewed to determine your compliance with this Agreement.

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You may not use any meta tags or any other "hidden text" utilizing the name or trademarks without express written permission, which permission may be withheld for any reason.

Access and Interference

The Site contains robot exclusion headers. You agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Site or any portion of the Site or for any other purpose, without express written permission which may be withheld for any reason. Additionally, you agree that you will not: (i) take any action that imposes, or may impose an unreasonable or disproportionately large load on the Site's infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from the Site without the prior written permission or the permission of the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass the Site's robot exclusion headers or other measures that are used to prevent or restrict access to the Site.

Electronic Communications

When you visit the Site or send email through the Site, you are communicating electronically. You consent to receive communications electronically. Although communication with you may be done by regular mail, communication with you may be done by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications provided to you electronically satisfy any legal requirement that such communications be in writing.

Your Responsibility for Equipment and Related Costs

You are responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use the Site, and all costs and fees associated with Internet access or long distance charges incurred with regard to your access and use of the Site.

Third Party Links

There may be provided on the Site links to other Web sites belonging to advertisers, business partners, affiliates and other third parties. Such links do not constitute an endorsement of those Web sites, nor the products or services listed on those Web sites. There shall be no responsibility for the activities or policies of those Web sites. There is no endorsement or recommendation as to the products of any particular advertiser, business partner, affiliate or other third party. There is no guarantee that the loan terms or rates offered by any particular advertiser, business partner, affiliate or other third party on the Site are the best terms or lowest rates available in the market.

No Representations or Warranties Regarding the Content

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Limitations on Liability

IN NO EVENT SHALL WE BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF THE SITE; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE THE SITE FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF THE CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; (V) YOUR RELIANCE UPON OR USE OF THE CONTENT OR THE COLLECTIVE WORK, OR (VI) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Indemnification

You shall defend, indemnify and hold harmless all affiliates of this Site, including officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates, from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required; (iii) your access or use of the Site; and/or (iv) access or use of the Site under any password that may be issued to you.

Amendments of this Agreement

The right to update, amend and/or change this Agreement at any time and without notice is hereby reserved. Updates to this Agreement will be posted here. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. Your continued access and use of the Site following the posting of any such changes shall automatically be deemed your acceptance of all changes.

Remedies

You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all other rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Franklin County, Ohio, or the United States District Court, Southern District of Ohio. You consent to the jurisdiction of such court and waive any objection to the laying of the venue of any such action or proceeding in such court. You agree that service of any court paper may be perfected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Governing Law

This Agreement is to be governed by and construed in accordance with the internal laws of the State of Ohio, without regard for principles of conflicts of laws.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended from time to time, shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement and the Site's Privacy Policy located at the URL <http://www.telhio.org/privacy.html> represent the entire understanding and agreement regarding the subject

matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.