# Terms Of Use

### AGREEMENT BETWEEN USER AND The Tuttle Group

The Tuttle Group Web Site is comprised of various Web pages operated by The Tuttle Group.

The Tuttle Group Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of The Tuttle Group Web Site constitutes your agreement to all such terms, conditions, and notices.

### MODIFICATION OF THESE TERMS OF USE

The Tuttle Group reserves the right to change the terms, conditions, and notices under which The Tuttle Group Web Site is offered, including but not limited to the charges associated with the use of The Tuttle Group Web Site.

# LINKS TO THIRD PARTY SITES

The Tuttle Group Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of The Tuttle Group and The Tuttle Group is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Tuttle Group is not responsible for webcasting or any other form of transmission received from any Linked Site. The Tuttle Group is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Tuttle Group of the site or any association with its operators.

#### NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of The Tuttle Group Web Site, you warrant to The Tuttle Group that you will not use The Tuttle Group Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use The Tuttle Group Web Site in any manner which could damage, disable, overburden, or impair The Tuttle Group Web Site or interfere with any other party's use and enjoyment of The Tuttle Group Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through The Tuttle Group Web Sites.

# USE OF COMMUNICATION SERVICES

The Tuttle Group Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.