## Page Valley News Terms And Conditions

These Terms And Conditions govern your use of Pagevalleynews.com. Use of this site confirms that you have read and that you agree to these Terms And Conditions and the Pagevalleynews.com Privacy Policy. Pagevalleynews.com reserves the right to deny site access to anyone who violates these Terms And Conditions.

Copyright. All information, content, services and software displayed on, transmitted through, or used in connection with Pagevalleynews.com, with the exception of User Content as defined hereafter, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and similar matter, as well as the Content, and/or affiliated contractors, companies, licensors and suppliers. You may use the Content online only, and solely for your personal, non-commercial use, and you may download or print a single copy of any portion of the Content solely for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice from such Content. If you operate a Web site and wish to link to Pagevalleynews.com, you may do so provided you agree to cease such link upon request from Pagevalleynews.com. No other use is permitted without prior written permission of Pagevalleynews.com. The permitted use described in this Paragraph is contingent on your compliance at all times with these Terms And Conditions.

You may not republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not archive, modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through Pagevalleynews.com, not to insert any code or product or manipulate the content of Pagevalleynews.com in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

Requests to use Content for any purpose other than as permitted in these Terms And Conditions should be directed to Pagevalleynews.com, 278 Leaksville Road, Luray, Virginia 22835. In certain cases, you may be able to use individual stories that appear on Pagevalleynews.com through online functionality we have specifically designated (e.g., to email a story to a friend or to purchase the rights to reproduce a story for other use). In such cases, we will tell you directly in the portion of the Content you may use or you will see a link in the Content itself.

**Registration.** Registration is not required to view most Pagevalleynews.com Content. However, you are required to register if you wish to post a comment or view certain Content. If you become a Registered Member of Pagevalleynews.com, you accept responsibility for all activities that occur under your Registration Account. You agree to provide true, accurate, complete, and correct information at the time of registration, and to promptly update this information as needed so that it remains true, accurate, complete and correct. We reserve the right to terminate your access and use of Pagevalleynews.com for any reason. You are responsible for maintaining the confidentiality of your password and for

restricting access to your computer so others may not access Pagevalleynews.com using your name in whole or in part without our permission. If you believe someone has accessed Pagevalleynews.com using your Registration Account and password without your authorization, immediately send us a report at: admin@Pagevalleynews.com.

Use of Information by Pagevalleynews.com. You acknowledge, consent and agree that Pagevalleynews.com may archive and disclose your Registration Account information and the contents of your online communications if required to do so by law, or in good faith belief that preservation and/or disclosure is reasonably necessary for the following purposes: (1) to comply with legal process, such as a court order, search warrant, or subpoena; (2) to enforce the terms of this Terms And Conditions; (3) to render service you request; (4) to protect the rights or property of Pagevalleynews.com and their third party suppliers and licensors; or (5) in circumstances that we deem, in our sole discretion, to pose a threat to the safety of you or others.

User Content Representations and Warranties. By placing material on Pagevalleynews.com, including but not limited to posting content or communications to any forum, blogspace, message or chat area, or posting text, images, audio files or other audiovisual content to the site ("User Content"), you represent and warrant: (1) you own or otherwise have all necessary rights to the User Content you provide and the rights to provide it under these Terms And Conditions; and, (2) the User Content will not cause injury to any person or entity. Using a name other than your own legal name in association with the submission of User Content is prohibited (except in those specific areas of Pagevalleynews.com that specifically ask for unique, fictitious names).

User Content License. For all User Content you post, upload, or otherwise make available ("Provide") to Pagevalleynews.com, you grant perpetual, irrevocable, non-exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works on the Internet. You authorize Pagevalleynews.com to share the User Content across all Web sites and to include the User Content in a searchable format accessible by users of Pagevalleynews.com and other websites, to place advertisements in close proximity to such User Content, and to use your name, likeness and any other information in connection with its use of the material you provide. You waive all moral rights with respect to any User Content you provide to Pagevalleynews.com. You also grant Pagevalleynews.com the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you provide or otherwise submit to us. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

However, you retain the right to sell or profit from your submitted work in other media. For example, Pagevalleynews.com will not sell reprints or electronic rights to photographs you submit. If you have any question about content submissions, please, contact Pagevalleynews.com

**User Content Screening and Removal.** You acknowledge that Pagevalleynews.com and/or its designees may or may not pre-screen User Content, and shall have the right (but not the obligation), in their sole discretion, to move, remove, block, edit or refuse any User Content for any reason, including without limitation that such User Content violates these Terms And Conditions or is otherwise objectionable.

**User Content Assumption of Risk.** Pagevalleynews.com cannot and does not monitor or manage all User Content, and does not guarantee the accuracy, integrity, or quality of User Content. All User Content provided to Pagevalleynews.com is the sole responsibility of the person who provided it.

This means that you are entirely responsible for all User Content that you provide. To protect your safety, please use your best judgment when using Pagevalleynews.com . We discourage divulging personal phone numbers and addresses or other information that can be used to identify or locate you. You acknowledge and agree that if you make such disclosures either through posting on any forum, blogspace, message or chat area, or uploading text, images, audio files or other audio-visual content, in classified advertising you place or in other interactive areas, or to third parties in any communication, you do so fully understanding that such information could be used to identify you.

**User Content Posting Rules.** Any decisions as to whether User Content violates any Posting Rule will be made by Pagevalleynews.com in its sole discretion and after we have actual notice of such posting. When you provide User Content, you agree to the following Posting Rules:

If the photo or video depicts any children under the age of 13, you affirm that you have written permission from the child's parent or guardian to provide the photo or video.

Do not provide User Content that:

- Contains copyrighted or other proprietary material of any kind without the express permission of the owner of that material.
- Contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature.
- Is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community.
- Violates any right of Pagevalleynews.com, or any third party.
- Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law.
- Violates or encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance.
- Interferes with any third party's uninterrupted use of Pagevalleynews.com.
- Advertises, promotes or offers to trade any goods or services, except in areas specifically designated for such purpose.
- Uses or attempt to use another's Registration Account, password, service or system except as expressly permitted by the Terms And Conditions.
- Uploads or transmits viruses or other harmful, disruptive or destructive files, material or code.
- Disrupts, interferes with, or otherwise harms or violates the security of Pagevalleynews.com, or any services, system resources, accounts, passwords, servers

- or networks connected to or accessible through Pagevalleynews.com or affiliated or linked sites.
- "Flames" any individual or entity (e.g., sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual), or repeats prior posting of the same message under multiple threads or subjects.

NOTICE: Any violation of these posting rules may be reported to law enforcement authorities.

**Unsolicited Material and Ideas.** Pagevalleynews.com is not responsible for the similarity of any of its content or programming in any media to materials or ideas provided to Pagevalleynews.com. You acknowledge and agree that if you send any unsolicited materials or ideas, you do so with the understanding no additional consideration of any sort will be provided to you, and you are waiving any claim against Pagevalleynews.com and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is or may be substantially similar to the idea you sent.

**Transactions and e-Commerce.** During your visit to our site you may elect to engage in a transaction involving the purchase of a product such as an online advertisement or other tangible goods and services. Credit card transactions and order fulfillment are often handled by a third party processing agent, bank or distribution institution. While in most cases transactions are completed without difficulty, there is no such thing as perfect security on the Internet or offline. If you are concerned about online credit card safety, in most cases a telephone number will be made available so you can call us and place your order by phone. Pagevalleynews.com cannot and does not take responsibility for the success or security of transactions undertaken or processed by third parties.

**Errors in Advertisements.** On occasion, a product or service may not be available at the time or the price as it appears in an advertisement. In such event, or in the event a product is listed at an incorrect price or with incorrect information due to typographical error, technology effort, error in the date or length of publication, or error in pricing or product information received from our advertisers or suppliers, you agree Pagevalleynews.com is not responsible for such errors or discrepancies.

Communications with Third Parties Through Pagevalleynews.com. Your dealings or communications through Pagevalleynews.com with any party other than Pagevalleynews.com are solely between you and that third party. For example, certain areas of Pagevalleynews.com may allow you to conduct transactions or purchase goods or services. In most cases, these transactions will be conducted by our third-party partners and vendors. Under no circumstances will Pagevalleynews.com be liable for any goods, services, resources or content available through such third party dealings or communications, or for any harm related thereto. Please review carefully that third party's policies and practices and make sure you are comfortable with them before you engage in any transaction. Complaints, concerns or questions relating to materials provided by third parties should be directed to the third party.

During your visit to Pagevalleynews.com you may link to, or view as part of a frame, certain content that is actually created or hosted by a third party. Because Pagevalleynews.com has no control over third party sites and resources, you acknowledge and agree that

Pagevalleynews.com is not responsible for the availability of external sites or resources, nor for the content, actions, or policies of those sites. Information you provide on such sites, including personal information and transactional information, is subject to the Terms And Conditions of those sites.

Notice of Intellectual Property Infringement. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of Pagevalleynews.com, in appropriate circumstances, to terminate the Registration Account of a Member who is deemed to infringe third party intellectual property rights or to remove User Content that is deemed to be infringing. If you believe that your work has been copied in a way that constitutes copyright infringement and is displayed on Pagevalleynews.com, please provide substantially the following information to our Copyright Agent (please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm these requirements):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of your copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material you claim is infringing is located on the site (providing us with website URL is the quickest way to help us locate content quickly);
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

For inquiries or questions, please, contact Pagevalleynews.com. Please also note that, pursuant to Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

**Counter-Notification for Intellectual Property Infringement.** If you elect to send us a counter-notice in response to a notice of intellectual property infringement, to be effective it must be a written communication provided to Pagevalleynews.com (see below for contact information) that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- an electronic or physical signature of the registered user;
- a description of the material that has been removed or to which access has been
  disabled and the location at which the material appeared before it was removed or
  access to it was disabled (providing us with a website URL is the quickest way to help
  us locate content quickly);
- your address, telephone number, and e-mail address;
- a statement by you, under penalty of perjury, that you have a good faith belief that
  the material was removed or disabled as a result of mistake or misidentification of
  the material to be removed or disabled; and
- a statement by you that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the your address is

outside of the United States, for any judicial district in which Pagevalleynews.com may be found, and that the you will accept service of process from the person who provided notification of intellectual property infringement or an agent of such person.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

General Disclaimer and Limitation of Liability. While Pagevalleynews.com uses reasonable efforts to include accurate and up-to-date information, we make no warranties or representations as to the accuracy of the Content and assume no liability or responsibility for any error or omission in the Content. Pagevalleynews.com does not represent or warrant that use of any Content will not infringe rights of third parties. Pagevalleynews.com has no responsibility for actions of third parties or for content provided by others, including User Content.

Your use of Pagevalleynews.com is at your own risk. All content is provided "as is" and "as available." Neither Pagevalleynews.com, nor any of their affiliated companies, employees, agents, content providers, contractors or licensors of any of them makes any representation or warranty of any kind regarding Pagevalleynews.com, the content, advertising material, information, products, services or information available through Pagevalleynews.com, and/or the results from any use of Pagevalleynews.com. All warranties, expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose, warranties against infringement, and warranties that Pagevalleynews.com will meet your requirements, be uninterrupted, timely, secure or error free, are specifically disclaimed. Pagevalleynews.com and its affiliates are not responsible or liable for content posted by third parties, actions of any third party or for any damage to or virus that may infect your computer equipment or other property.

Pagevalleynews.com does not present or endorse the accuracy, correctness or reliability of any facts, statements, opinions, views and recommendations of third party individuals and organizations. Any reliance upon any advice, opinion, suggestion, statement, recommendation, opinion or information uploaded, distributed or displayed through Pagevalleynews.com is a your sole risk. Under no circumstances and in no event shall Pagevalleynews.com or its employees, owners, agents, affiliates, licensors or content providers be liable for any consequential, special, incidental, indirect or punitive damages, including, without limitation, damages related to unauthorized access to or alteration of your transmissions or data, the content or any errors or omissions in the content, even if advised of the possibility of such damages. In no event shall Pagevalleynews.com, its owners, employees, agents, contractors, licensors or content providers be liable for any amount of direct damages greater than \$1.00

**Indemnity.** You agree to indemnify, defend and hold harmless Pagevalleynews.com, and each of their owners, employees, partners, suppliers, licensors, officers, directors, shareholders, representatives, contractors and agents, and sub-licensees from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding: (1) your use of

Pagevalleynews.com; (2) Pagevalleynews.com's use of any User Content or information you provide, as long as such use is not inconsistent with this Agreement; (3) information or material provided through your Registration Account, even if not posted by you; and (4) any violation of this Agreement by you.

**International Users.** Pagevalleynews.com is operated and administered from its offices within the United States. Pagevalleynews.com makes no representation that materials or Content available through Pagevalleynews.com are appropriate or available for use outside the United States and access to them from territories where their contents are illegal is prohibited. You may not use Pagevalleynews.com or export the Content in violation of U.S. export laws and regulations. If you access Pagevalleynews.com from a location outside the United States, you are responsible for compliance with all applicable laws.

**Modifying these Terms.** Pagevalleynews.com reserves the right to change these Terms And Conditions at any time in its discretion and to notify users of any such changes solely by changing these Terms And Conditions. Your continued use of Pagevalleynews.com after the posting of any amended Terms And Conditions shall constitute your agreement to be bound by any such changes. Your use of this site prior to the time these Terms And Conditions were posted will be governed according to the Terms And Conditions that applied at the time of your use.

**Discontinuation of Service.** Pagevalleynews.com may modify, suspend, discontinue or restrict the use of any portion of Pagevalleynews.com, including the availability of any portion of the Content at any time, without notice or liability. Pagevalleynews.com may deny access to any Registered Member or other user at any time for any reason. In addition, Pagevalleynews.com may at any time transfer rights and obligations under this Agreement to any affiliate, subsidiary or business unit, or any of their affiliated companies or divisions, or any entity that acquires Pagevalleynews.com, or any of their assets.

**Choice of Law.** These Terms And Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to Pagevalleynews.com must be filed in a General District court in Luray, Virginia, or a federal court in Harrisonburg, Virginia.

**Statute of Limitations.** You agree to file any claim regarding any aspect of this site or these Terms And Conditions within six months of the time in which the events giving rise to such claim began, or you agree to waive such claim.

**No Class Actions.** You agree no claim subject to these Terms And Conditions may be brought as a class action.

**Severability.** If for any reason any provision of this Agreement is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of the Agreement shall continue in full force and effect.

**No Waiver.** Any failure of Pagevalleynews.com to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.

**Section Titles.** The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect.

**Termination.** In the event of termination of this Agreement for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Content, the license(s) you have granted to Pagevalleynews.com, and all other provisions for which survival is equitable or appropriate.

**Conflicts.** In the case of a conflict between these terms and the terms of any electronic or machine readable statement or policy (for example, a P3P electronic privacy policy), these Terms And Conditions shall control. Similarly, in case of a conflict between these terms and our Privacy Policy, these Terms And Conditions control.

**No Joint Venture, Partnership, or Agency Relationship.** No joint venture, partnership or agency relationship exists between you and Pagevalleynews.com. These Terms And Conditions, our Privacy Policy, any uses of the Web site by You, and any information, products, or services provided by Pagevalleynews.com to you in connection with this Web site does not create and shall not be construed to create a joint venture, partnership or agency relationship between you and Pagevalleynews.com.

**Contact Us.** To contact Pagevalleynews.com, please use this address: 278 Leaksville Road, Luray, Virginia 22835.