Agreement to Terms of Use

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The term “you”, “user” or “users” refers to the viewer of the Site visiting or utilizing the Site or contributing content on the Site.

By accessing, using, or browsing the Site, you agree to be bound by these Terms of Use and accept, without limitation or qualification, these Terms of Use and all terms, policies, guidelines, or other notices incorporated herein by reference. If you do not agree to these Terms of Use, do not use or access the Site.

By using the Site, you represent and warrant that you are over the age of 13 (or for non-U.S. users, such older minimum age as may be required by applicable local law) and are lawfully able to accept these Terms of Use. If you are under the required age, you may still use some features of the Site (subject to applicable local non-U.S. law), but only if you have received your parent’s or legal guardian’s consent and the account you are using was created and registered by your parent or legal guardian.

These Terms of Use govern your use of this Site and do not alter in any way the terms or conditions of any other agreement you may have with AFS. Any additional terms that govern certain services and products will be presented in conjunction with those services and products.

Use of the Site and User Representations and Warranties

When submitting any User Content or using the User Forums, you must

- Comply with all applicable laws and these Terms of Use;
- Be respectful—do not insult, threaten, harass, or abuse; do not use profanity or obscene language. Hate speech or discrimination of any kind is grounds for immediate suspension of access to the Site; and
- Protect yourself—do not reveal personal/confidential or proprietary information

You may NOT submit, upload, or post to the Site or User Forums any User Content that
In using the Site or User Forums, you may NOT

- Violate any law or advocate the performance of any illegal activity;
- Collect contact information of other Users of the Site by electronic or other means for any purpose whatsoever, including, but not limited to, sending unsolicited e-mails or other unsolicited communications;
- Use or attempt to use another User’s account or password;
- Impersonate any person or entity, or otherwise misrepresent yourself, your age, or your affiliation with AFS or any other person or entity;
- Solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes;
- Upload or transmit viruses or other harmful files, materials, or code;
- Impose a large load on the infrastructure of the Site or any systems or networks connected to the Site; and/or
- Interfere with, attempt to interfere with or otherwise harm or violate the proper working of the Site or the security of the Site, or any services, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site.

Any use of the User Forums or the Site in violation of the foregoing violates these Terms of Use and may result, among other actions, in termination or suspension of your rights to use the User Forums and/or the Site. Any decision as to whether User Content violates these Terms of Use or AFS’s posting rules will be made in AFS’s sole discretion.

Each time you post or upload User Content, you confirm your acceptance of and agreement to be bound by these Terms of Use and the other terms that also govern and apply to your use of
the Site, as they are incorporated herein by reference. You are solely responsible for User Content that you post or provide on the Site and on third-party social networking websites in which AFS maintains a profile.

By posting any content on the Site and/or User Forums, you agree to indemnify AFS from and against any and all third-party claims, demands, liabilities, costs, or expenses, including reasonable attorneys’ fees, resulting from your breach of these Terms of Use and those terms incorporated herein and the below posting restrictions.

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- you own all of the rights to User Content that you post or otherwise have all necessary rights to post such User Content and grant AFS the rights set forth in these Terms of Use to use such User Content;
- User Content and other materials submitted by you does not violate or infringe upon the rights of any third party, including, but not limited to, copyright, trademark, privacy, or other personal or proprietary rights;
- User Content will not cause injury to any person or entity and does not contain libelous or otherwise unlawful material; and
- use and posting of User Content and other materials does not violate these Terms of Use.

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You may be required to set up an account to use the Site or portions thereof. If you are required to set up an account, you agree to provide accurate, current, and complete information about yourself as required, to maintain and update such information, and to be fully responsible for all use of your account and for any actions or activities that take place using your account. You are responsible for maintaining the confidentiality of the information associated with your account, including any passwords. You agree to notify AFS immediately of any unauthorized use of your account or password. Any fraudulent, abusive or otherwise illegal activity on this Site by you may be grounds for termination of your account or rights to use this Site, at AFS’s sole discretion, and we may refer you to appropriate law enforcement agencies.

**User Content and User Forums**

By placing, submitting, displaying, transmitting, or posting material or content on the Site, including, but not limited to, text, messages, comments, data, music, audio, photographs, images, graphics, animations, designs, ideas, video, sound recordings, other audio-visual content, code, or other material (collectively, “User Content”), you acknowledge that while AFS is not obligated to prescreen, review, monitor, or edit User Content, AFS reserves the right to delete, remove, modify, move, block or refuse without any notice to you or your permission any User Content for any reason. The term “User Content” also includes, without limitation, and refers to all of the information you submit or we may receive related to your account. “Post” and “posting” means, including, but not limited to, to upload, post, transmit, share, store, link or otherwise make available on or through the Site.

You own the User Content and the information you provide to AFS under these Terms of Use, and may request its deletion at any time, unless you have shared User Content or information with others and they have not deleted it, or it was copied or stored by other users.

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This Site may include social-networking tools, discussion forums, blogs, bulletin boards, message boards, other interactive areas or services, or other areas or services in which you can post messages, comments, materials, photos, information, updates, opportunities, recommendations, etc. (collectively, “User Forums”).

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AFS may conduct promotions on or through the Site, including, without limitation, auctions, contests, promotions, and sweepstakes (collectively, “Promotions”). Promotions may have additional terms and rules that will be posted on the Site or otherwise made available to you and will be deemed incorporated into and form part of these Terms of Use. You agree to abide by such terms and rules, including representing that you are of a sufficient legal age to participate in any Promotions.
Business Transactions and Purchases

Your participation in any promotions, correspondence, or dealings, including business dealings with any third party found on or through the Site, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and the third party and at your own risk. AFS is not responsible or liable for any part of any such dealings or promotions, including any loss, damage, or other matters of any sort.

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subcontractors, and representatives (“AFS Indemnitees”) from and against all claims (including, claims of patent, trademark, and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys’ fees and other legal expenses), awards, fines, and judgments asserted against or recovered from AFS Indemnitees due to, arising out of or in connection with your use of the Site and any User Content you post.

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Change in the Terms of Use
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In the event of termination of your use of this Site for any reason, you agree that the following provisions of these Terms of Use will survive: limitations on your use of Site Content, copyright complaints, the license(s) you have granted to AFS, warranties, disclaimers, indemnification, and limitation of liability. If AFS does take legal action against you as a result of your violation of
these Terms of Use, you agree that AFS will be entitled to recover from you all reasonable fees and costs of such action, in addition to any other relief AFS may have at law or in equity.

Other Terms

The section titles used in these Terms of Use are for convenience and do not have any legal or contractual effect.

These Terms of Use contain the complete agreement between you and AFS with respect to your use of this Site, and supersede all prior or contemporaneous agreements or understandings, whether oral or written.

Any failure or delay of AFS to enforce or exercise any provision of or its rights under these Terms of Use shall not be construed as a waiver of those rights or provisions or a breach of these Terms of Use by AFS.

If any provision of these Terms of Use shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of the Terms of Use will remain in full force and effect.

These Terms of Use may not be modified by you in writing or otherwise and any such offer for modification will be rejected.

These Terms of Use shall not be interpreted or construed to confer any rights or remedies on Users.

You agree that all matters relating to your access to or use of the Site, including all disputes, shall be governed and construed by and under the laws of the State of New York, without regard to its conflict-of-laws provisions.

You hereby consent to the exclusive jurisdiction and venue of the state and federal courts sitting in the State of New York to resolve any disputes arising under these Terms of Use.