

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement") governs our relationship with users and others who interact with FlyMiwok.com. By using or accessing FlyMiwok.com, you agree to this Statement.

1. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on FlyMiwok.com, and you can control how it is shared under MyProfile/Settings. In addition:

1. For content that is covered by intellectual property rights, like photos ("IP content"), you specifically give us the following permission: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with FlyMiwok.com ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you publish content or information using the "everyone" setting, it means that everyone, including people off of FlyMiwok.com, will have access to that information and we may not have control over what they do with it.
4. We always appreciate your feedback or other suggestions about FlyMiwok.com, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep FlyMiwok.com safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications (such as spam) on FlyMiwok.com.
2. You will not collect users' content or information, or otherwise access FlyMiwok.com, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on FlyMiwok.com.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
8. You will not use FlyMiwok.com to do anything unlawful, misleading, malicious, or discriminatory.
9. You will not do anything that could disable, overburden, or impair the proper working of FlyMiwok.com, such as a denial of service attack.
10. You will not facilitate or encourage any violations of this Statement.

4. Registration and Account Security

FlyMiwok.com users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on FlyMiwok.com, or create an account for anyone other than yourself without permission.

2. You will not use your personal profile for your own commercial gain (such as selling your information to an advertiser).
3. You will not use FlyMiwok.com if you are under 13.
4. You will not use FlyMiwok.com if you are a convicted sex offender.
5. You will keep your contact information accurate and up-to-date.
6. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
7. You will not transfer your account to anyone without first getting our written permission.

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on FlyMiwok.com that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on FlyMiwok.com if we believe that it violates this Statement.
3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
5. You will not use our copyrights or trademarks (including FlyMiwok.com, the FlyMiwok.com Logo and FlyMiwokBlog.com), or any confusingly similar marks, without our written permission.
6. You will not post anyone's identification documents or sensitive financial information on FlyMiwok.com.

6. Payments

If you make a payment on FlyMiwok.com or use FlyMiwok.com Credits, you agree to our Terms of Condition.

7. About Advertisements on FlyMiwok.com

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You understand that we may not always identify paid services and communications as such.
2. We do not give your content or information to advertisers without your consent.

8. Amendments

1. We can change this Statement if we provide you notice (by posting the change on FlyMiwok.com) and an opportunity to comment. To get notice of any future changes to this Statement, visit FlyMiwok.com.
2. For all changes we will give you a minimum of seven days notice. All such comments must be made on FlyMiwok.com.
3. We can make changes for legal or administrative reasons upon notice without opportunity to comment.

9. Termination

If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of FlyMiwok.com to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.3, 3-5, 7.1 and 9-13.

10. Disputes

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or FlyMiwok.com exclusively in a state or federal court located in Marin County, California. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Marin County, California for the purpose of litigating all such claims.

2. If anyone brings a claim against us related to your actions, content or information on FlyMiwok.com, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
3. WE TRY TO KEEP FLYMIWOK.COM UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FLYMIWOK.COM "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FLYMIWOK.COM WILL BE SAFE OR SECURE. FLYMIWOK.COM IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FLYMIWOK.COM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FLYMIWOK.COM WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FLYMIWOK.COM'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on FlyMiwok.com (such as advertising).

12. Definitions

1. By "FlyMiwok.com" we mean the features and services we make available, including through (a) our website at www.FlyMiwok.com and any other FlyMiwok.com branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) FlyMiwokBlog.com; and (c) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "us," "we" and "our" we mean FlyMiwok.com, Inc.
3. By "information" we mean facts and other information about you, including actions you take.
4. By "content" we mean anything you post on FlyMiwok.com that would not be included in the definition of "information."
5. By "data" we mean content and information that third parties can retrieve from FlyMiwok.com.
6. By "post" we mean post on FlyMiwok.com or otherwise make available to us.
7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "active registered user" we mean a user who has logged into FlyMiwok.com at least once in the previous 30 days.

13. Other

1. This Statement, and our Terms of Service, make up the entire agreement between the parties regarding FlyMiwok.com, and supersedes any prior agreements.
2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
3. If we fail to enforce any of this Statement, it will not be considered a waiver.
4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.

6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. Nothing in this Statement shall prevent us from complying with the law.
8. This Statement does not confer any third party beneficiary rights.

Date of Last Revision: October 31, 2009