Terms of Use Agreement

PLEASE READ THESE TERMS OF USE ("AGREEMENT") CAREFULLY BEFORE USING THIS WEB SITE OR ANY RELATED PRODUCT OR SERVICE. YOUR USE OF THIS SITE TELLS US YOU HAVE READ AND AGREED TO THESE TERMS AND CONDITIONS.

1. **This Agreement governs your use of the Web site**. This Web site is made available by Poor Little Rich Girls, LLC ("**PLRG**"). By using poorlittlerichgirls.com or any associated page or feature (collectively, the "**Web site**") or by clicking a box stating you agree to this Agreement, you agree to be bound by this Agreement. If you do not agree to this Agreement, do not use this Web site.

2. **Content ownership**. Except for content created by you or other users, all content on this Web site is either owned by or licensed to PLRG. All rights, including but not limited to all copyright, trademark and other proprietary rights, however denominated, are retained by the owners. Except for downloading one copy on any single computer for your personal, non-commercial home use, you must not reproduce, prepare derivative works based upon, distribute, perform or display the PLRG content without first obtaining the written permission of PLRG or otherwise as expressly set forth on the Web site.

3. **PoorLittleRichGirsl.com opinions and features**. The content, features and materials on this Web site represent the opinions of its users, contributors or writers. Statements do not necessarily reflect the opinions of PLRG.

4. **No unauthorized use**. The Web site must not be used in any unauthorized manner. You may not use the Web site to: (i) transmit, store, embed or otherwise make available any information or material that infringes any right of PLRG or any third party; (ii) transmit, store or otherwise make available material which disrupts the Web site or adversely affects, restricts or inhibits any other user from using and enjoying the Web site; (iii) transmit, store or otherwise make available material which is false, threatening, abusive, libelous, defamatory, obscene, vulgar, demeaning, offensive, pornographic, profane, sexually explicit, indecent, inappropriate, constitutes hate speech, or which adversely affects PLRG business or is otherwise objectionable in PLRG's sole discretion; (iv) transmit, store or otherwise make available material which constitutes or encourages conduct of a criminal nature, give rise to civil liability or otherwise violate any local, state, national or international law; (v) transmit, store or otherwise make available a virus, trojan horse, worm, time bomb, spyware, bot or other harmful or deleterious programming routine; (vi) transmit, store or otherwise make available material which contains any information, software or other material of a commercial nature; (vii) transmit, store or otherwise make available material which contains advertising, promotions, "junk mail," "spam," "pyramid schemes," "chain letters" or solicitation of any kind; (viii) transmit, store or otherwise make available material which constitutes or contains false or misleading indications of origin or statements of fact; (ix) exploit, harm, personally attack (personal attacks include, but are not limited to, defamatory, sexual and/or sexually implicit remarks) or impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (x) use or attempt to use another's information, account, password, service or system except as expressly permitted; (xi) solicit, collect, transmit, store or otherwise make available private information of any third party including, without limitation, telephone numbers, addresses, last names, email addresses, Social Security numbers, or credit card numbers; (xii) use automated scripts to collect information from or otherwise interact with the Web site; and (xii) transmit, store or otherwise make available material which is irrelevant to the subject matter.

5. **Content screening**. You acknowledge PLRG 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 user content which violates these Terms of Service or is otherwise objectionable.

6. **User content license.** For all content you post, upload, or otherwise make available, you grant PLRG a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable and transferrable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store and create derivative works from such content, in any form, format, or medium, of any kind now known or later developed. You waive all moral rights with respect to any content you provide. You also grant PLRG the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you provide for any purpose, including but not limited to commercial purposes and developing, manufacturing and marketing commercial products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

7. **Unsolicited material and ideas**. PLRG is not responsible for the similarity of any of its content or programming in any media to materials or ideas provided to PLRG. 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 PLRG and its affiliates regarding the use of such materials and ideas, even if material or an idea used is or may be substantially similar to the idea you sent.

8. **Errors in content or advertisements**. On occasion, a product or service may not be available at the time or the price as it appears in an advertisement or in other content on PLRG. 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 PLRG is not responsible for such errors or discrepancies.

9. **Claims of copyright infringement**. Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), PLRG has designated an agent to receive notifications of claimed copyright infringement relating to this Web site (the "Designated Agent"). All such notifications relating to this Web site or any other PLRG Property must be a written communication and must include the following information:

A. A physical or electronic signature of a person authorized to act on behalf of the owner of any right allegedly infringed.

B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

C. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit PLRG to locate the material.

D. Information reasonably sufficient to permit PLRG to contact the complaining party, such as an address, telephone number, and/or electronic mail address.

E. A statement the complaining party has a good faith belief use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

F. A statement the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right allegedly infringed.

Claims of infringement which include the above required information must be submitted via postal mail, fax or e-mail to the address noted at the bottom of these Terms of Service.

10. **Community features and commentary**. The Web site may offer opportunities for you to transmit messages, information, ideas, opinions, images, audio, video, creative works or other information or material (collectively, the "**Submitted Content**") in connection with various features including, but not limited to, profiles, forums, bulletin boards, wiki, vanity email, auctions, contests, games, blogs, audio and/or video submissions, message boards, Q&A features and chat features (collectively, the "**Community Features**"). You are solely responsible for your Submitted Content and must use Community Features in a responsible manner. PLRG or its Vendors shall not be liable for your Submitted Content. If PLRG determines, in its sole discretion and judgment, your Submitted Content does or may violate any of the terms of this Agreement, PLRG reserves the right to remove and delete your Submitted Content and take all other steps necessary to prevent such use. By transmitting your Submitted Content, you grant, and represent and warrant that you have the right to grant, to PLRG a worldwide, perpetual, royalty-free, non-exclusive, sub-licensable and irrevocable right and license to use, reproduce, prepare derivative works based upon, distribute, perform, sell and display your Submitted Content for any purpose throughout the universe, in whole or in part, in any form, media or technology known or hereafter developed.

11. **Linking**. The Web site may contain links and pointers to other World Wide Web sites and resources. Links to and from the Web site and/or Web site from or to other Web sites or locations maintained by third parties, do not constitute an endorsement by PLRG of any third party Web site or content. You should direct any concerns regarding any external link to its Web site administrator or Webmaster.

12. **Disclaimer of warranties**.

A. USE OF THE WEB SITE IS AT YOUR EXCLUSIVE RISK. THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.

B. THE WEB SITE AND ALL MATERIALS CONTAINED OR DISTRIBUTED THEREIN ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. PLRG DOES NOT WARRANT: (1) THE WEB SITE, THE SERVICES OR ANY OTHER PLRG PROPERTY WILL BE UNINTERRUPTED OR ERROR FREE; (2) DEFECTS OR ERRORS IN THE WEB SITE, MERCHANDISE, SERVICES OR ANY OTHER PLRG PROPERTY WILL BE CORRECTED; (3) THE WEB SITE, MERCHANDISE, SERVICES OR ANY OTHER PLRG PROPERTY WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) ANY INFORMATION CONTAINED IN THE WEB SITE, MERCHANDISE, SERVICES OR ANY OTHER PLRG PROPERTY WILL BE ACCURATE OR RELIABLE.

13. **Limitation on liability**.

A. YOU ARE EXCLUSIVELY LIABLE FOR ANY AND ALL CONTENT YOU TRANSMIT VIA THE WEB SITE.

B. IN NO EVENT SHALL PLRG BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE WEB SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PLRG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF PLRG IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF PLRG FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS WEB SITE IS $50.

C. IN NO EVENT SHALL PLRG BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE WEB SITE OR ANY OTHER PLRG PROPERTY, INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY.

14. **Indemnification**. You hereby agree to indemnify and hold harmless PLRG, its officers, directors, shareholders, founders, partners, employees, agents, representatives and attorneys the MLB Entities from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (a) your use of the Web site; (b) any alleged breach of this Agreement by you.

15. **Termination**. This Agreement may be immediately terminated at any time by PLRG in its sole discretion. PLRG may change, suspend or discontinue any aspect of the Web site at any time, including the availability of any feature, product, service, database, or content.

16. **Choice of law**. This Agreement will be governed by the laws of the State of Illinois applicable to contracts entered into and performed exclusively in Illinois. Any court of competent jurisdiction sitting in Chicago, Illinois, will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement. You hereby waive any argument such court does not have jurisdiction over you or such dispute or venue in any such court is not appropriate or convenient. PLRG will be entitled to recover its court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of this Agreement.

17. **Miscellaneous**. This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. PLRG in its sole discretion may amend this Agreement and your use of the Web site or any other PLRG Property after such amendment is posted on the Web site will constitute acceptance of it by you. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import.

18. **Notice for California consumers**. Under California Civil Code Section 1789.3, California users of the Web site are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California

Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

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

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

21. **Contact Us.** To contact poorlittlerichgirls.com, please use the following address:

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LAST UPDATED: November 1, 2008