

Terms of Use

BE SURE TO READ THE TERMS AND CONDITIONS SET FORTH BELOW ("**TERMS OF USE**"), AS THEY APPLY TO YOUR USE OF THIS WEBSITE (THE "**WEBSITE**") AND CONTROL ALL ASPECTS OF YOUR ACCESS TO AND USE OF THE WEBSITE.

If you do not accept these Terms of Use in full, your use of this Website must be terminated immediately.

Information

The Website presents information, data, content, news, reports, programs, video, audio and other materials and services including an e-mail alert service, communications, transmissions and other items, tangible or intangible (collectively, the "**Information**").

1. Change of Terms

washingtonmews.com ("**us**", "**we**", "**our**") may change these Terms of Use from time to time in our sole discretion without notice or liability to you. By continuing to use the Website following such modifications to the Terms of Use, you agree to be bound by such modifications.

2. Changes to Website

We may, at our absolute discretion and at any time, without prior notice to you, add to, amend or remove material from the Website, or alter the presentation, substance, or functionality of the Website.

3. User Conduct on the Website

As a condition of your use of the Website, you may not:

- a. trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you have not been authorized by us.
- b. restrict or inhibit any other user from using and enjoying the Website;
- c. post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law; or
- d. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding; or
- e. post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component; or
- f. post, publish, transmit, reproduce, distribute or in any way exploit any Information obtained through the Website for commercial purposes; or

g. upload, post, publish, transmit, reproduce, or distribute in any way, any component of the Website itself or any Information obtained through the Website which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without our prior written permission.

You have no rights in or to the Information and you will not use the Information, except as permitted under these Terms of Use.

4. Third Party Information

The Information may contain information provided by third parties or sourced by us from news agencies, business information sources, press releases or other references or sources.

We are not responsible if any such Information is not up-to-date. We do not separately verify the Information provided by such third party or agency and you are cautioned thus as to the reliability and accuracy of the Information. We do not accept any responsibility whatsoever in respect of any such Information. Any use of and reliance on such Information is at your own risk.

5. Prohibition of Access

We reserve the right at all times to prohibit or deny your access to the Website or any part thereof immediately and without notice, where we are of the opinion that you have breached any of the terms contained in these Terms of Use or that such prohibition or denial is appropriate, desirable or necessary in our sole opinion.

6. Links to and from the Website

The links on the Website may take you to other sites and you acknowledge and agree that we have no responsibility for the accuracy or availability of any Information provided by linked websites.

Links to other websites do not constitute an endorsement by us of such websites or the Information, products, advertising or other materials available on those websites.

7. Intellectual Property Rights

All intellectual property rights subsisting in respect of the Website belong to us or have been lawfully licensed to us for use on the Website. All rights under applicable laws are hereby reserved. Except with our express permission, you are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or create derivative works with respect thereto, as the Website is protected by copyright under applicable laws.

You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us ("**Feedback**") in connection with the Website without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

8. Limited Liability and Warranty

All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such Information.

YOUR ACCESS TO AND USE OF OUR WEBSITE IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS" AND "AS AVAILABLE". THE WEBSITE IS FOR YOUR PERSONAL USE ONLY AND WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE USE OR EXERCISE OF REASONABLE CARE AND SKILL IN PROVIDING OR DELIVERING ANY SERVICES ON OR THROUGH THE WEBSITE OR THE TIMELINESS OF SERVICES OFFERED OR PROVIDED ON THE WEBSITE.

OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE WEBSITE OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY MATERIAL, PRODUCT OR SERVICE OFFERED THROUGH US OR OUR WEBSITE. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

We do not guarantee or assume any responsibility that :

- (a) the Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
- (b) the Information on the Website is free of any defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
- (c) messages sent through the internet will be free from interception, corruption or loss;
- (d) access to the Website will be available or be uninterrupted; or
- (e) defects in the Website will be corrected.

In no event shall we be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, arising out of any use, or inability to use, the Information, even if we have been advised of the possibility of such damages.

You will exercise and rely solely on your own skill and judgment in your use and interpretation of the Information. You are responsible to ensure that your use of the Information complies with all applicable legal requirements.

The limitation of liability contained in these Terms of Use will apply to the fullest extent permitted by applicable laws.

9. Indemnity

You agree to defend, indemnify and hold us, our employees, agents, officers, directors, agents, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees), in connection with or arising from your breach of these Terms of Use and/or your use of the Website. We may, if necessary,

participate in the defence of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

10. Partial Invalidity

The illegality, invalidity or unenforceability of any provision of these Terms of Use under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

11. Miscellaneous

No waiver of any breach under these Terms of Use will amount to a waiver of any other breach. The headings in these Terms of Use are for convenience only and do not affect interpretation.

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