CodeToolz Member Resource Center (MRC) Terms and Conditions

Member Registration Fee

$399 annually. Each Term shall automatically renew for subsequent periods of the same length as the initial Term unless Member cancels their subscription at least thirty (30) days prior to expiration of the then-current Term.

1. Acceptance of Terms

This Terms of Use Agreement ("Agreement") is made by and between the CodeToolz Member Resource Center ("MRC"), and you the user ("you", "your", "Member" or "User" throughout).

This Agreement contains the terms and conditions that govern your use of the CodeToolz Member Resource Center Forums online discussion boards ("Blog") and of CodeToolz Websites (collectively, "Website" or "Websites" or "MRC").

The CodeToolz MRC hosts thoughts and reflections for members to participate in ongoing conversations, obtain the advice of peers, and benefit from their experiences. To ensure the best possible experience for all Users (posting or reading), we have established these Terms and Conditions for your participation.

BY ACCESSING, VISITING, BROWSING, USING OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS MRC, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

CODETOOLZ RESERVES THE RIGHT TO MODIFY THIS AGREEMENT, WITH OR WITHOUT NOTICE TO YOU. CONTINUED USE OF ANY CODETOOLZ MRC CONSTITUTES YOUR ACCEPTANCE OF SUCH MODIFICATIONS.

2. User Access

In order to make use of the MRC resources, you may be asked to provide certain details or other information, such as your real name and email address. Users are not permitted to submit anonymous content. You agree to provide us with accurate, complete, and current information. If CodeToolz believes the information you provide is not accurate, complete, or current, CodeToolz has the right to deny access to the MRC, or to any of its resources, and to terminate or suspend your access at any time. You agree not to allow any third party to access the MRC on your behalf. You agree to be solely responsible should any other person or entity access the MRC on your behalf. You agree to notify us immediately if you are aware of any unauthorized use of the MRC. You agree that we have the right to take appropriate administrative and/or legal action, including criminal prosecution, to protect our interests.

You may use the MRC for purposes expressly permitted by the CodeToolz or this Agreement. As a condition of your use of the CodeToolz MRC, you warrant to CodeToolz that you will not use the MRC for any purpose that is unlawful or prohibited by this Agreement.

3. Submissions

3.1. User Posts and Monitoring

The CodeToolz MRC permits Users to submit comments, links, and other content (including, without limitation text, photographs, graphics, videos, and audio content) to the MRC. CodeToolz believes that the MRC facilitates communication, self-expression, freedom of speech, and encourages the healthy exchange of information and viewpoints. However, you should not consider out-of-date User submitted content to be current thoughts and opinions, as thoughts and opinions of a User can often change.

You acknowledge and agree that CodeToolz does not have any obligation to review User-submitted content, CodeToolz does not guarantee the accuracy, integrity, or quality of User-submitted content, and CodeToolz cannot ensure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful, or otherwise objectionable User-submitted content will not appear in the MRC.

However, you acknowledge and agree that CodeToolz has the right to monitor and alter, edit, refuse, or remove any content that a User submits to the MRC, in whole or in part, for any reason or for no reason, in our sole discretion. CodeToolz shall have no liability to any User for CodeToolz's removal or rejection of any posting or comments. You agree that you shall immediately notify us in writing of any objectionable User-submitted or other content appearing in our MRC.

CodeToolz reserves the right to modify, suspend, or discontinue hosting the MRC with or without notice at any time and without any liability to you.

3.2. Restrictions

The CodeToolz MRC is for your personal and non-commercial use, unless otherwise specified. You may not use any CodeToolz Website for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of CodeToolz. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to CodeToolz's MRC.

By submitting content to the MRC, you warrant and represent that you either own or otherwise have obtained the necessary permissions and/or the proprietary rights to such content, and you agree not to post or otherwise submit to our MRC any content that:

is fraudulent, promotes false or misleading information, or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any third-party; including the promoting of an illegal or unauthorized copy of another person's copyrighted work;

is confidential in nature and is not considered non-proprietary (DO NOT SUMBIT TO THE MRC OR OTHERWISE SEND CODETOOLZ CONFIDENTIAL OR PROPRIETARY INFORMATION);

is offensive to the MRC community or to us, such as content that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or which harasses or harms, advocates the harassment or harming of another person, is in breach of confidentiality or privacy, constitutes conduct that would be deemed a criminal offence, or gives rise to a civil liability, or otherwise is contrary to the law;

links to materials or other content, directly or indirectly, to which the user posting such material does not have a right to link or which competes in any manner with our MRC;

violates a person's rights of publicity and/or privacy;

violates any applicable local, state, national, or international law;

involves the transmission or posting of any unsolicited or unauthorized advertising (including advertising of non-CodeToolz services, products, educational opportunities, or use of related logos), promotional materials, "junk mail," "chain letters," "pyramid schemes," unsolicited mass mailing or "spamming," or solicits personal information from other MRC visitors;

is designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or to interfere with or disrupt our Websites or services connected to our Websites; or

misrepresents your official relationship with CodeToolz or misleads others about CodeToolz's positions and polices.

You acknowledge that User submissions of content may be subject to size and usage limitations, and that you are responsible for adhering to such limitations.

4. Proprietary Rights and DMCA Compliance

4.1. CodeToolz Intellectual Property

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4.2. Trademarks

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4.3. Use of Content Submitted by User

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4.4. Copyright Information

It is our policy to respond to notices of alleged infringement that comply with the requirements of the Digital Millennium Copyright Act of 1998, which provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law.

5. Disclaimer and Limitations on Liability

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NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OR INTERRUPTION OF BUSINESS (INCLUDING LOSS OF PROFITS, GOODWILL OR BUSINESS OPPORTUNITY), WORK STOPPAGE, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES, WHETHER BASED UPON A CLAIM OR ACTION OF TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION AND EXCLUSION OF DAMAGES SHALL NOT APPLY TO INDEMNITY OBLIGATIONS UNDER THE INDEMNIFICATION SECTION.

Descriptions of or references to products or publications by CodeToolz's MRC, whether by CodeToolz representative or User, does not imply endorsement of that product or publication by CodeToolz.

6. Indemnification

User agrees to indemnify, defend, and hold CodeToolz, and CodeToolz's affiliated companies, including its directors, officers, and employees, harmless for any and all claims or demands, including reasonable attorney fees, including related costs and expenses, that arise from or otherwise relate to your use of this MRC, any User content you supply to this MRC, or your violation of this Agreement or the rights of another.

7. Hyperlinking

The CodeToolz MRC may be hyperlinked to and by other websites which are not maintained by, or related to, CodeToolz. Any links to third-party websites, whether provided by CodeToolz or by a User, are provided for your convenience only. CodeToolz does not review each third-party website and has no responsibility for such third-party websites or their content, products, or services. YOUR USE OF LINKED THIRD-PARTY WEBSITES SHALL BE AT YOUR OWN RISK AND SUBJECT TO THE TERMS AND CONDITIONS OF USE FOR SUCH THIRD-PARTY WEBSITES. CODETOOLZ DOES NOT RECOMMEND OR ENDORSE THE CONTENT, PRODUCTS, SERVICES, OR WEBSITES OF ANY THIRD-PARTIES OR MAKE ANY DETERMINATION WHETHER ANY CONTENT, PRODUCT, SERVICE, OR WEBSITE MAY BE ACCURATE, NECESSARY, OR APPROPRIATE FOR YOU OR FOR YOUR USE.

8. Privacy

CodeToolz is committed to safeguarding User privacy. In an effort to preserve your privacy, CodeToolz agrees that it will treat any personally identifying information that you submit through this site in accordance with the terms outlined in its Privacy Policy.

9. Termination of Use

You agree that we may, in our sole discretion, at any time and for any reason, with or without notice, terminate this Agreement, or suspend or terminate a User's access to all or part of the CodeToolz MRC.

10. Miscellaneous

The terms of this Agreement shall be governed by and construed in accordance with the laws of Texas, notwithstanding any principles of conflicts of law. Any judicial proceeding brought with respect to this Agreement shall be brought in the federal or state courts in Austin, Texas and the Parties hereby agree to the exclusive jurisdiction thereof.

This Agreement constitutes the entire agreement between the parties and governs your use of the MRC, superseding any prior written or oral agreements between you and CodeToolz. These Terms may not be amended or supplemented except as duly executed by CodeToolz in writing.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect.