

Select Spectrum LLC Website Terms of Use Agreement

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1. ELIGIBILITY AND ACCEPTANCE OF TERMS AND CONDITIONS

Thank you for visiting the Select Spectrum LLC (“Select Spectrum”) web site (the “Site”). Select Spectrum is engaged in the business of marketing spectrum for lease or sale. Please carefully review these Terms of Use (hereinafter referred to as the “Agreement”) prior to using the Site. By using this Site, you understand, acknowledge and agree to the terms set forth below. These terms may be changed without notice and use of the Site constitutes acceptance of all changes.

2. COPYRIGHT, TRADEMARK, AND PROPRIETARY RIGHTS

The contents of this Site, including all software, design, logos, graphics, artwork, images, photographs, audio clips, video clips, and other material, including the selection and arrangements thereof, copyrights, trademarks, service marks and trade names (the “Material”), are owned or under the control of Select Spectrum and the Site’s design, hosting and other third party vendors (collectively “operational service providers”). The Material is protected, without limitation, pursuant to United States and foreign copyright, trademark and other applicable laws and treaties. Unauthorized use of the Material may violate such laws and treaties.

You understand, acknowledge and agree that the Site hereby grants you a limited personal, non-exclusive, non-commercial, non-assignable and non-transferable license that authorizes you to use and display the Material, provided that you retain all copyright, trademark and other proprietary notices contained in the original Material on any copy you may make of the Material. You further agree that you will not, in whole or in part, sell, lease, rent, exchange, reproduce, archive, modify, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, or circulate to any third

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Accessing, viewing, or downloading the Material may not be lawful by certain persons or in certain countries. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. You also understand, acknowledge and agree that downloading of any object code or software by website users in restricted countries is prohibited.

Notwithstanding any statement to the contrary in this Agreement, you will not use or attempt to use, and shall not cause another party under your control to use or attempt to use, any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, avatars or intelligent agents) to navigate or search the Site other than (a) the search engine and search agents available from the Site and (b) generally available third party web browsers (*e.g.*, Netscape Navigator or Microsoft Internet Explorer).

3. EMAIL

Email is an important communications channel for Select Spectrum. We will use your email address and the content of any email for administrative purposes, to send information that you may request, and to send updates regarding other Select Spectrum programs and activities.

Any non-personal content you provide to the Site by email, including, but not limited to, feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, shall be deemed to be non-confidential and we assume no obligation to protect such information from disclosure. You understand, acknowledge, and agree that the submission of such information shall in no way prevent the use of similar plans and ideas by Select Spectrum for any purpose whatever, and we shall be free to reproduce, use, disclose and distribute such content without restriction.

4. MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SITE

Select Spectrum reserves the right, at its sole discretion and at any time, to modify or discontinue any service or activity (or any part thereof) offered on the Site, on a temporary or permanent basis, with or without notice. You understand, acknowledge and agree that Select Spectrum will not be liable to you or to any third party for any such modification, suspension, or discontinuance of the service or activity offered by the Site.

5. SECURITY OF THE SITE

As a user of this Site, the following actions are prohibited:

- 1) Accessing data not intended for such user or logging into a server or account which the user is not authorized to access;
- 2) Attempting to probe, scan or test the vulnerability of the system or network or to breach the security or authentication measures of the site without proper authorization.
- 3) Forging any headers or otherwise manipulating Site identifiers in order to disguise the origin of transmissions through the site;
- 4) Attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mail bombing,” “spimming,” “phishing,” or “crashing” the Site or the server of any user.
- 5) Sending unsolicited commercial email individually or in bulk (also called “Spam”) which promotes or advertises the Site or Select Spectrum or any related programs, products or services.
- 6) Harvesting email addresses off the Site through an automated process.
- 7) Bypassing this Site’s homepage via deep-linking or any other means, or framing this Site, or any webpage or material on the Site without the express written permission from Select Spectrum. Users are also prohibited from hyperlinking to this Site or any webpage in an email sent for commercial purposes without the express written permission of Select Spectrum.
- 8) Attempting to gain unauthorized access to the Site’s features or activities, interfering with or manipulating in any manner the entry or registration process for any activity or interactive feature on this site.
- 9) Setting up fake sites or other dummy sites that appear to be the Site, mirroring the Site’s contents, or otherwise copying any part of the Site Material and/or layout.

6. DISCLAIMER AND LIMITATION OF LIABILITY

THE SELECT SPECTRUM SITE IS AVAILABLE “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SECURITY, ACCURACY, OR RELIABILITY OF INFORMATION POSTED ON THE BLOG.

NEITHER SELECT SPECTRUM, MEMBERS OF ITS BOARD OF DIRECTORS, ITS EMPLOYEES OR AGENTS ARE LIABLE FOR ANY DAMAGES ARISING FROM THE

USE OF THIS SITE, AND YOU EXPRESSLY AGREE THAT YOU WILL USE THIS SITE SOLELY AT YOUR OWN RISK.

7. INDEMNIFICATION

You understand, acknowledge and agree to defend, indemnify and hold harmless Select Spectrum, its officers, directors, employees, agents, representatives and agents or other persons involved in the creation or promotion of the Site, and the Site's operational service providers, from and against any claims, actions, costs, expenses or demands including without limitation reasonable legal and accounting fees arising from any content you submit, post to or transmit through this Site, your use of the Site, your violation of this Agreement, your violation of any rights of another, or otherwise arising out of your use of the Site in any manner. Select Spectrum will attempt to provide notice to you promptly of any such claim. We reserve the right to take exclusive control and defense of any such claim subject to indemnification by you, in which event you will cooperate fully in asserting any available defenses.

The Site and its Material may contain technical inaccuracies, typographical errors, and out of date information. We make no representations about the accuracy, reliability, completeness, or timeliness of the Site or the Material, and we make no warranty that the Site will meet your requirements. You understand, acknowledge and agree that the use of the Site and the Material is at your own risk. We reserve the right to make changes to the Site and Material at any time.

8. MODIFICATION OF THIS AGREEMENT

Select Spectrum may modify this Agreement at any time. You are bound by any such revisions and should therefore periodically visit this page to review the revised agreement and ensure that you understand its provisions to which you are bound.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any principles of conflicts of law. You agree to submit to the personal jurisdiction of state or federal courts in the Commonwealth of Virginia for any cause of action arising out of this Agreement.

You also understand, acknowledge and agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

10. SEVERABILITY

If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

11. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us at the following email address:
info@selectspectrum.com.

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