



## **Website Terms and Conditions of Use**

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- (9) use the Site to post or transmit any threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- (10) use any robot, spider, scraper, or any other automated means to access the Site or the Services for any purpose without PM's express written permission;
- (11) forge any TCP/IP packet header or any part of the header information in any email or posting;
- (12) take any action that imposes, or may impose, in PM's sole discretion, an unreasonable or disproportionately large load on the PM infrastructure;
- (13) interfere or attempt to interfere with the proper working of the Site, the Services, or any activities conducted on the Site;
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You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or relating to these Terms, the Site, or the Services must be filed on or before one (1) year after such claim or cause of action arises, or forever be barred. If you provide PM with an e-mail address for information delivery or otherwise request a non-secure delivery of information, you agree not to hold PM responsible for any misuse or unauthorized viewing of that information.

**Indemnification.** In consideration of your use of the Site, you hereby agree to defend, reimburse, indemnify, and hold harmless the PM Parties (and any of its third party service providers) from and against any and all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or related to: (i) your (a) breach of these Terms, (b) violation of any person's or entity's legal rights (including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights, or publicity, contract, moral, or privacy rights), (c) violation of any applicable law, rule or regulation, or (d) negligence, recklessness, or willful misconduct; and (ii) unauthorized use of your Personal Information by a party other than PM.

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**Applicable Law.** PM controls and operates the Site from our offices within the State of Wisconsin in the United States. If you choose to access the Site from other locations, you do so at your own risk and initiative and are responsible for compliance with any applicable local laws and regulations. You agree that the laws of the State of Wisconsin (excluding any choice of law rules) govern your rights and obligations relating to PM and your use of the Site.

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- (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (2) a description of the copyrighted work that you claim has been infringed;
- (3) a description of where the material that you claim is infringing is located on the Site;
- (4) your address, telephone number, and e-mail address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (6) a statement by you, made under penalty of perjury, that the information included in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

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Any dispute arising under or related to these Terms, the Site, or the Services (including the arbitrability of such a dispute and the existence, validity, interpretation, performance, termination or breach thereof) shall be finally settled by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American

Arbitration Association ("AAA"), with the arbitration to be commenced no later than one (1) year after such Claim accrues (in absence of which it shall be deemed forever waived). A judgment upon an arbitrator's award may be entered by any court of competent jurisdiction. The arbitrator shall be an expert in the field of Internet services. To the extent permitted by applicable law, you agree that there shall be no class action arbitration related to these Terms, the Site, or the Services. All parties shall bear their own expenses, except that the parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related Claim). The above obligations to arbitrate shall not: (i) apply to violations of the Restrictions on Use of PM Materials contained above; or (iii) prevent a party from seeking a preliminary injunction, temporary restraining order, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute. Exclusive jurisdiction and venue for arbitration or any other legal action or proceeding in any way related to the Site, the Services, or these Terms shall be in Milwaukee, Wisconsin. Any matter brought before a court shall be brought solely in the state or federal courts located in Milwaukee, Wisconsin. The parties hereby waive their right to a jury trial.

**Non-Waiver.** Failure by PM to insist upon strict performance of any terms or conditions stated herein shall not be considered a continuing waiver of such terms or conditions or any of PM's rights hereunder. No express waiver shall affect any provision other than that to which the waiver is expressly applicable and only for that occurrence.

**Survival of Obligations.** The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. All obligations of this Agreement shall survive termination, cancellation or expiration for any reason, as will any other provision that by its nature is intended to survive beyond the termination, cancellation or expiration of this Agreement.

**Additional Terms.** Certain areas of this Site may be subject to additional terms of use. By using such areas or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

**Entire Agreement.** These Terms, and any policies referenced and attached hereto, constitute the entire agreement between you and PM related to the Site and services. All prior agreements, representations, statements, negotiations, and undertakings with respect to the subject matter herein are superseded by these Terms. These Terms may not be amended, altered or added to in any manner except as set forth by a document in writing and signed by an authorized representative of each party. If there is a conflict between these Terms and any terms appearing on the Site, or in any policies, those terms that are more favorable to PM shall govern.