



Terms of Service

Responsibility of Contributors. If you comment on the Website (forum) post material to the Websites, post links on the Websites, or otherwise make (or allow any third party to make) material available by means of the Websites (any such material, “Content”), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- a) the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- b) if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- c) you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- d) the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- e) the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- f) the Content is not obscene, libelous or defamatory, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party; and
- g) you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Landi or otherwise.

2. License. By submitting Content to the Websites, you grant Landi a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content. If you wish to delete Content, Landi will use reasonable efforts to remove it from the Websites, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Landi has the right (though not the obligation) to, in Landi’s sole discretion (i) refuse or remove any content that, in Landi’s reasonable opinion, violates any Landi policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Websites to any individual or entity for any reason, in Landi’s sole discretion. Landi will have no obligation to provide a refund of any amounts previously paid.

3. Donations. Optional donations (“Patronage”) of monies (via PayPal) are available to be made on the Websites. Patronage to the Websites is not refundable under any circumstances.



4. Responsibility of Website Visitors. Landi has not reviewed, and cannot review, all of the material, including computer software, posted to the Websites, and cannot therefore be responsible for that material's content, use or effects. By operating the Websites, Landi does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Websites may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Websites may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Landi disclaims any responsibility for any harm resulting from the use by visitors of the Websites, or from any downloading by those visitors of content there posted.

5. Content Posted on Other Websites. We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which the Websites link, and that link to the Websites. Landi does not have any control over those websites and webpages, and is not responsible for their contents or their use. By linking to a non-Landi website or webpage, Landi does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Landi disclaims any responsibility for any harm resulting from your use of non-Landi websites and webpages.

6. Copyright Infringement and DMCA Policy. As Landi asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Websites violates your copyright, you are encouraged to notify Landi immediately. Landi will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Landi or others, Landi may, in its discretion, terminate or deny access to and use of the Websites. In the case of such termination, Landi will have no obligation to provide a refund of any amounts previously paid to Landi.

7. Intellectual Property. This Agreement does not transfer from Landi to you any Landi or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Landi, including, but not limited to the Websites, the Landi logo, and all other copyrights, service marks, graphics and logos used in connection with the Websites. Your use of the Websites grants you no right or license to reproduce or otherwise use any Landi or third-party copyrights.

8. Changes. Landi reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Websites following the posting of any changes to this Agreement constitutes acceptance of those changes. Landi may also, in the future, offer new services and/or features through the Websites (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

9. Termination. Landi may terminate your access to all or any part of the Websites at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement, you may simply discontinue using the Websites. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.



10. Disclaimer of Warranties. The Websites are provided “as is”. Landi and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Landi nor its suppliers and licensors, makes any warranty that the Websites will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from - for instance, PDF, image, Flash and mp3 files - or otherwise obtain content or services through, the Websites at your own discretion and risk. Landi disclaims any responsibility for any harm resulting from your use of the Websites. Though Landi intends and makes every reasonable effort to provide content that is free of the following, you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

11. Limitation of Liability. In no event will Landi, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Landi under this agreement during the twelve (12) month period prior to the cause of action. Landi shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

12. General Representation and Warranty. You represent and warrant that (i) your use of the Websites will be in strict accordance with the Landi Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Websites will not infringe or misappropriate the intellectual property rights of any third party.

13. Indemnification. You agree to indemnify and hold harmless Landi, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the Websites, including but not limited to out of your violation this Agreement.



14. Miscellaneous. This Agreement constitutes the entire agreement between Landi and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Landi, or by the posting by Landi of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of Oregon, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Westoreland County, PA. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Portland, Oregon, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Landi may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.