TERMS OF USE

OF

WWW.STAYTHIRSTYMEDIA.COM

PLEASE READ THE TERMS OF USE OF WWW.STAYTHIRSTYMEDIA.COM WHICH TELL YOU ABOUT YOUR RIGHTS AND YOUR RESPONSIBILITIES.

This is a legally binding Agreement (“Agreement”) between you and Stay Thirsty Media, Inc. (“STM”) which publishes the internet site of www.staythirstymedia.com (“Site”). This Agreement also incorporates the STM Privacy Policy and the Terms of Sale which also appear on the Site and are made a part hereof. If you agree with these Terms of Use, you can use the services of this site. If you do not agree with these Terms of Use, then you are not entitled to use the services of this Site. If you agree to these Terms of Use, you have, among other things, agreed to abide by the rules of this Site and understand that you cannot make changes, modifications or amendments to these Terms of Use. Only STM has the authority to make changes, modifications or amendments to the Terms of Use and may do so at any time and without notice. The date of posting of any changes, modifications or amendments to the Terms of Use on the Site shall be considered to be the effective date of such changes, modifications or amendments. STM reserves the right to refuse access to the services of this Site for noncompliance with any or all of the Terms Of Use. There are also instances when you can access certain services of this Site and you will be specifically asked to click “I Agree” to these Terms of Use because you will be purchasing digital media or other products or entering a contest. You and STM agree that these Terms of Use are binding upon you even if you never enter that part of the Site where you are specifically required to click “I Agree” to proceed to make a purchase. If you decline to click “I Agree”, you will not be permitted to proceed to make a purchase, but you will still be bound by these Terms Of Use. It is your responsibility to read this Agreement, the Privacy Policy and the Terms of Sale before using this Site.

This Site is intended for individuals 13 years old or older in the United States. If an individual is under 18 years old, that individual should review these Terms of Use with a parent or guardian before proceeding to use this Site. In certain instances where there is contest, the Official Rules of that contest may limit participation in the contest to individuals who are at least 18 years old.

This Site may contain material which is objectionable, indecent or considered by some to be offensive. There may be instances of the use of language which some might consider offensive. However, you agree that your use of this Site is at your own risk and that STM has no liability to you if you find some or all of the material of this Site or the language objectionable, indecent or offensive in any way.

This Agreement will remain in full force and effect as long as you use this Site and that you will still be bound by this Agreement even after this Site is changed, modified, amended or terminated, and this shall also include the Privacy Policy and Terms of Sale which are incorporated herein by reference and made a part hereof. You agree that the removal, disabling, discontinuance or change, modification or amendment of this Agreement or any of the services or products offered on the Site by STM will not create any liability to you. This is the entire and exclusive Agreement between you and STM regarding this Site. It is recommended that you check these Terms Of Use on a regular basis to be aware of any changes, modifications or amendments that have been made.

STM reserves the right to publish, not publish, delete, edit or remove any material from this Site, in its sole discretion, at any time and without notice or liability.
Use of a high speed internet connection will produce the best results when you use the Site. STM makes no recommendation regarding high speed internet service providers and is not responsible for and does not guarantee the results of particular internet service providers or types or brands of hardware or software, all of which you agree is your responsibility.

When you purchase digital media or products or enter a contest from STM, you are subject to this Agreement and to the Terms of Sale posted on this Site. You agree to provide accurate information about yourself when making a purchase on this Site and STM reserves the right to terminate your ability to use this Site if you provide false or misleading information. You agree that STM may store and maintain, either directly or indirectly through third party vendors, any information you voluntarily provide when you fill out any forms in your use of this Site.

You agree to abide by certain rules set by STM, in its sole discretion, which limit access to digital music, recordings, videos and other artwork to a specific number of opportunities to use such materials. And, you agree not to violate or attempt to violate, pirate, copy, link, disable, deface, infect with bugs, viruses, Trojan horses, spyware, cancelbots, worms, timebombs or other malicious code, or attempt to workaround, hack or tamper with the offerings or workings of this Site. You will further not attempt to disable any security measures employed by this Site or to gain unauthorized access of any kind as it relates to this Site or to any activity of STM.

This Site, the design of this Site, the look of this Site, the feel of this Site, the Site map, the layout, wireframe, templates, drawings, photographs, images, illustrations, text, audio and/or video material, copyrights, and all other legally protectible parts of this Site, including, but not limited to, trademarks, tradenames, service marks and anything else that could be considered proprietary property or intellectual property to which rights attach under Federal, state, international or the laws of nations other than the United States, belongs exclusively to STM. Use of anything by others that is or could be considered protectible or proprietary by STM is strictly prohibited. You agree not to reproduce, copy, sell, lease, distribute, exploit, charge or procure any part of this Site or any derivative materials based on this Site. You may not alter, deface, remove, delete or add material to this Site. You may, however, fill out and complete certain forms that are available on this Site.

THIS SITE IS TO BE USED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES BY YOU. ANY UNAUTHORIZED USE BY YOU MAY SUBJECT YOU TO CIVIL AND/OR CRIMINAL PENALTIES UNDER WHATEVER FEDERAL, STATE AND LOCAL LAWS MAY APPLY, INCLUDING, BUT NOT LIMITED TO, THE LAWS GOVERNING THE USE OF INTELLECTUAL PROPERTY AND COPYRIGHT.

If you purchase digital media or a product or enter a contest on this Site, you acknowledge that once the digital media has been downloaded to you or a product shipped to you or you have received an email with instructions setting forth the specifics about submission upload links for a contest, that STM is without liability to you in the event of any loss, damage or destruction of the foregoing. Further, the delivery to you of the foregoing does not give you any commercial or promotional rights of any kind in such materials. All sales are final. In addition, STM has no liability or responsibility whatsoever for any goods or services you purchase from or through other websites, even if you were directed or linked to such website through this Site. STM bears no responsibility with regard to any such transactions done by you with third parties. You also agree that in the event a dispute between you and STM your damages are limited to a maximum of the value of the product you actually purchased from STM. Please refer to Terms of Sale that are incorporated herein and made a part hereof.

If a technical problem that is the responsibility of STM prevented the delivery of purchased digital media or other purchased products, including access to upload materials to a contest, and such item(s) is not delivered to you in a reasonable time thereafter, your exclusive and only remedy will be, at STM’s sole choice, either the delivery to you of a replacement item(s) or a refund of the purchase price for such item(s) you have purchased.
Any communication or interactions you have with third parties who may from time-to-time advertise on this Site shall be deemed to be solely between you and such third parties, and STM shall not be liable or responsible to you in any way for any such communications or interactions regardless of their purpose or nature.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, STM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING FROM OR RELATED IN ANY WAY TO ANY AND ALL PRODUCTS, AND STM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY AND ALL PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

You are responsible for any sales or use taxes imposed by the state in which you reside.

STM may offer certain contests from time-to-time. Each contest will be governed by a set of Official Rules which are incorporated herein by reference. These Official Rules will be posted on the Site during the duration of the contest.

Where you encounter hyperlinks or are redirected to sites that are not part of STM, such hyperlink or redirect are not to be considered an endorsement by STM, and STM hereby disclaims any liability, warranty or responsibility for such third party site. STM makes no independent effort to verify any information on such third party sites and you agree not to look to STM for any liability or responsibility for your interaction with such third party sites. Such hyperlinks and redirects are provided for your convenience only.

When you electronically sign or accept any aspect of this Site, including this Agreement, you hereby acknowledge to be bound by such electronic action and that your agreement by such electronic action shall pertain to all records relating to transaction entered into by you on this Site, including acceptances of all policies, contracts, applications and notices of all kinds.

STM reserves the right to enforce the provisions of this Agreement against you. STM also reserves the right to comply with all law enforcement authorities as STM believes appropriate or required and any legal proceedings, as is necessary, and may disclose, without liability to you, registration information or any other information relating to your use of this Site.

STM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE AND ITS SERVICES WILL BE CONTINUOUS, UNINTERRUPTED OR FREE FROM ERROR. FURTHER, STM MAY WITHDRAW THE SITE FOR PERIODS OF TIME IT DEEMS NECESSARY, IN ITS SOLE OPINION, OR EVEN TOTALLY DISABLE THE SITE AND CANCEL ALL SERVICES WITHOUT NOTICE TO YOU. THE SITE IS MADE AVAILABLE ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTEES WHATSOEVER.

YOU AGREE THAT STM, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVERTISERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF ANY KIND RESULTING, WHETHER DIRECTLY OR INDIRECTLY, WHETHER INCIDENTAL OR PUNITIVE OR CONSEQUENTIAL OR SPECIAL WHICH ARISE FROM YOUR USE OF THIS SITE OR THE CONTENT ON THIS SITE OR THE SERVICES ON THIS SITE OR WITH REGARD TO THIS AGREEMENT. IN JURISDICTIONS WHERE CERTAIN WARRANTIES OR LIMITATIONS ON DAMAGES AND REMEDIES ARE NOT ALLOWED, STM’S LIABILITY WILL BE LIMITED TO THE EXTEND PERMITTED BY THE LAW OF THAT JURISDICTION.

STM DOES NOT GUARANTEE OR WARRANTY THAT THE SITE WILL BE FREE FROM HACKING, VIRUSES, LOSS OF DATA, CORRUPTION OF DATA, ATTACK OR OTHER SECURITY
BREACHES AND STM DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR DAMAGES YOU MAY SUFFER FOR FAILURE TO BACKUP YOUR COMPUTER DATA.

YOU AGREE TO INDEMNIFY AND HOLD STM, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVERTISERS AND THEIR RESPECTIVE SUCCESSOR AND ASSIGNS HARMLESS WITH RESPECT TO ANY CLAIMS, ACTIONS, LOSSES, EXPENSES, DAMAGES AND COSTS (INCLUDING REASONABLE ATTORNEYS’ FEES AND THE COSTS OF APPEAL, IF ANY) ARISING OUT OF YOUR BREACH OR VIOLATION OF THIS AGREEMENT.

Please see STM’s Privacy Policy, which is incorporated herein by reference and made a part hereof, regarding the collection and use of your Personal Information by STM.

This Agreement constitutes the entire Agreement between you and STM. This Agreement cannot be changed, modified or amended except in writing. If any sentence or provision of this Agreement shall be held to be illegal, unenforceable or invalid, the remaining portions of this Agreement shall remain in full force and effect, and this Agreement will be considered to be amended in such a manner or fashion as is necessary to make it legally valid, binding and enforceable. STM’s failure to enforce any provision herein or to enforce any right it may have shall not constitute a waiver of such provision or right and shall not constitute a waiver of any future action by STM to enforce any such provision or right. STM will not be held responsible for failure to fulfill any obligations hereunder due to circumstances beyond its reasonable control.

The materials on this Site are intended for use by citizens and residents of the United States. STM makes no representation that this Site is operated in accordance with the laws of any nation other than the United States. STM makes no representation that the materials on this Site are available or appropriate for use in any particular location. Individuals who access this Site do so on their own and are responsible for adherence and compliance with local laws, if applicable, where they are a citizen or resident.

You and STM agree that this Agreement is governed by the laws of the State of Florida and that this Agreement shall be recognized as a contract executed and fully performed within the State of Florida. You further agree that the exclusive jurisdiction for any claim or action against STM or with regard to your use of the Site shall be in the courts of the State of Florida. You also agree that any claim or action against STM must be filed within one (1) year from the date such claim or action arose or be forever barred.

You further agree to opt out from the Uniform Computer Information Transaction Act.

Last modified: August 30, 2006.

© Stay Thirsty Media, Inc. 2006
All Rights Reserved