

TERMS OF SERVICE

ACCEPTANCE OF TERMS THROUGH USE

By using this site or by clicking "I agree" to this Agreement, you ("User/Customer") signify your agreement to these terms and conditions. If you do not agree to this Agreement please do not use this site and do not click "I agree". Please check this Agreement periodically for changes as the owner of this site, GiftLocal.com ("Company"), reserves the right to revise this Agreement and your continued use of this site following the posting of any changes to the Agreement constitutes acceptance of such changes. The Company reserves the right to terminate a User's /Customers use of this site at any time without notice and may do so for any breach of this Agreement or the instructions on this site by User/Customer. This agreement applies to Licensors ("users") and advertisers ("Customers") as well.

YOU MUST BE OVER 18 TO AGREE TO THIS AGREEMENT AND USE THIS SITE

This Agreement must be completed, understood and agreed to by a person over 18. If a parent or guardian wishes to permit a person under 18, and under his/her supervision, use this site, he/she should email Company at sales@GiftLocal.com with his/her explicit permission and acceptance of full legal responsibility for the minor to do so. If you are not yet 18, easily offended, or accessing this site from any country, county, city, state where material on this site is prohibited or illegal, please leave now as you do not have permission to access and/or use this site or anything related to this site.

LICENSE TO USE THIS SITE

Upon your agreement to this Agreement, the company hereby grants you a non-exclusive, non-transferable limited license to use on this site in strict accordance with the terms and conditions in this Agreement and as permitted via instructions on this site. You acknowledge and agree that all content and services on this site are property of the Company and its advertisers and licensors/customer and are protected by copyrights, moral rights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.S. and International. All rights not expressly granted herein are fully reserved by the company, its advertisers and licensors/customers. You agree to pay for any and all purchases and services made using your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or attorney fees resulting from any non-payment.

RESTRICTIONS

USE

Except as may be explicitly permitted through this site, you agree not to save, download, cust and past, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials, code or content on this site. Systematic retrieval of data or other content from this site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from the Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

SECURITY

You agree that if you are issued a Username and Password by the Company, you shall use your best efforts to prevent access to this site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying the Company immediately if you discover loss or access to such information by another party not under your control and supervision, and by using a Username and Password not easily guessed by a third party.

You agree that you shall not try to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on this site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that the Company shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors/customers.

INTERNATIONAL USERS

International users are prohibited of using this site, if you are not located in the United States or Canada please leave this site now and do not use or access this site without permission from company by sending email to sales@GitItLocal.com

GOVERNMENT USE

If you are a branch or agency of the U.S. Government, the following provision applies. This site, code, contents, services and accompanying documentation are comprised of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R 12.212 (Sept 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R 227.7202-1 (Jun 1995) and 227.7202 -3 (Jun 1995) Unpublished rights reserved under the copyright laws of the United States.

USER GRANT TO SITE

Except with regard to personal information, all information which you post on this site or communicate to the Company through this site (collectively “Submissions”) shall forever be the property of the Company. You agree to the Site Submission Rules found here as part of this Agreement if provided on the site by the Company. The Company shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. Without limitation, the Company shall have exclusive ownership of all present and future existing rights to any Submission of every and any kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

Submitted Content

By submitting content to the site, including but not limited to blog posts, news articles, images, or any form of digital content whether it is published or not (at the sole discretion of GitItLocal.com), the user grants GitItLocal.com, its partner sites, and/or subsidiaries non-exclusive, royalty-free rights in perpetuity to publish said content through any and all media, with regard to photograph. The submitter bears full responsibility for obtaining such rights prior to publication and fully indemnifies GitItLocal.com, its partners, subsidiaries, employees and contractors from liability

TRADEMARKS

The Companies, user/customer or other third party materials, services or products referenced on this site are common law or registered trade marks or service marks of such parties.

THIRD PARTY SITES

You may be transferred to online merchants or other third party sites through links or frames from this site. You are cautioned to read such sites Terms and Conditions and/or Privacy Policies before using such sites in order to be aware of the terms and conditions of your use of those sites. These sites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or offensive. These other sites are not under the control of the Company, are not monitored or reviewed by the Company, and the Company is not aware of the contents of such sites. You acknowledge that the Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the contents or any transmissions received through such sites. The inclusion of such a link or frame does not imply endorsement of this site by the Company, its advertisers or licensors, any association with its operators and is provided solely for your convenience. You agree that the Company and its licensors have no liability whatsoever from such third party sites and your usage of them.

DISCLAIMER OF WARRANTIES

THE COMPANY, ITS ADVERTISERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THIS SITE, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THIS SITE, OR ANY SERVICES OR PRODUCTS RECEIVED THROUGH THIS SITE. ALL INFORMATION AND USE OF THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY, ADVERTISERS AND/OR ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO THIS SITE, THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THIS SITE AND ANY SERVICES OR PRODUCTS RECEIVED THROUGH THIS SITE, INCLUDING ALL EXPRESS, STATUTORY, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY, ADVERTISERS AND/OR ITS LICENSORS DO NOT WARRANT THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THIS SITE ARE ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS YOUR USE OF THIS SITE IS SOLELY AT YOUR RISK. USERS AGREE THAT IT HAS RELIED ON NO WARRANTIES, REPRESENTATIONS OR STATEMENTS OTHER THAN IN THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW OF YOUR JURISDICTION.

LIMITATION OF LIABILITY

UNDER NO CURCUMSTANCES SHALL THE COMPANY, ADVERTISERS AND OR ITS LICENSORS BE LIABLE FOR ANY DIRECT INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM OR ARISE OUT OF THE USEOF OR INABILITY TO USE THIS SITE. THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THIS SITE OR SERVICES OR PRODUCTS RECEIVED THROUGH THIS SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY ADVERTISERS ANDOR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSQUENTIAL DAMAGES THE COMPANY ADVERTISERS AND OR ITS RESPECTIVE LICENSORS LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW OF YOUR JURISDICTION.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its advertisers, licensors subsidiaries and other affiliated companies and their employees contractors officers agents and directors from all liabilities claims and expenses including attorney fees, that arise from your use of this site, or any services information or products from this site, or any violation of this Agreement The Company reserves the right, at its own expense to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with the Company for such disclosures.

CHOICE OF LAW AND FORUM

This site (excluding third party linked sites) is controlled by the Company from its offices within the State of Texas, United States of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from Texas, by accessing this site, both you and the Company agree that the statues and laws of the State of Texas shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this site, without regard to conflicts of laws principles thereof. You and the Company also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of McKinney Texas and any legal proceedings shall be conducted in English. The company makes no representation hat materials on this site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. This Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods.

MISCELLANEOUS

This Agreement incorporates by reference the Site Submission Rules if this site allows posting and posts such rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement Is prohibited by law or held to be unenforceable, the remaining provisions shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. User/Customer shall not assign or transfer this Agreement and any such transfer shall be void.

SITE SUBMISSION RULES

By using features of this site that allow you to post or otherwise transmit information to or through this site, or which may be seen by other users/customers, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content—including text, communications, video, software, images, sounds, data, or other information that is the following

- Is unlawful, threatening, abusive, harassing defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, sexually explicit or graphic, or otherwise in violation of this site's rules or policies,
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- Infringes any patent, trade mark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;
- Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"). Chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- Impersonates any person or entity, including any employee or representative of this site, its licensors/customers or advertisers.

You also agree that you shall not harvest or collect information about the users of this site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic email or communications for any other commercial purpose of your own or a third part

You further agree that you shall not solicit or collection information, or attempt to induce any physical contact with anyone 18 years old or younger without appropriate prior verifiable express parental consent.

This site generally does not pre-screen, monitor, or edit the content posted by users of this site. However, this site and its agents have the right, at their sole discretion, to remove any content that, in this site's sole judgment, does not comply with the Site Submission Rules or is otherwise harmful, objectionable, or inaccurate. This site is not liable for any failure, delay, damages or results, in removing such content. This site (Company) owners or employees can't be held liable for damages or content on this site you agree to use this site at will and on an as is basis.

You agree that your use of this site may be suspended or terminated immediately upon receipt of any notice which allege that you have used this site in violation of these Rules and/or for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party that may be obscene or pornographic, that may harass or assault others, that may violate hacking or their criminal regulations, etc of its agents, officers, directors, contractors or employees. In such even you agree that the owner of this site may disclose your identity and contact information, if requested by government or law enforcement body or as a result of subpoena or their legal action, and the owner of this site shall not be liable for damages or results thereof, and you agree not to bring any action or claim against the owner of this site for such disclosure. You also agree that if you are paying customer/user that you will not receive a refund of any sort. This site reserves the right to revise these Site Submission Rules at its discretion, so check back from time to time to be sure you are complying with current version.

BANNER ADS, CLASSIFIEDS, YELLOW PAGE LISTINGS

You agree that by listing a banner ad, classified, or yellow page listing on this site does not mean that this site or site owner endorses any or all information posted or any links that might be posted. You agree that just because you have a listing on this site does not mean that it will increase your business traffic or your bottom line profit, Company is not responsible for having no traffic from your listing being placed on this site. You understand that once your listing is added to this site that there is no refund of monies paid to Company for your listing/ad. You agree that if you purchase a Banner Ad you will receive a FREE Yellow Page posting only for the time that the Banner Ad is active, once your Banner Ad because inactive your Yellow Page Listing will become inactive unless you pay the remaining year for the Yellow Page Listing. It is understood that the Company as the right to refuse any listing and not post the listing or delete any listing with or without notice and that if a listing has already been posted to the site there is no refund.

ADVERTISING

Banner Ads – A minimum of 3 months must be paid in advance before your ad will be displayed on this site.

Classifieds – Classifieds have two options with the first being a 2 week period and your listing will become inactive after the 2nd week unless an extension payment has been made. 2nd being 4 week listing which we assume is a 30 day listing on this listing will become inactive on the 31st day. A notice will be sent out 3 days before your listing is to be inactive allowing you time to decide if you would like to make an extension payment to keep the listing active. The Company reserves the right to deny any listing from being posted to this site.

COMPANY RESPONSABILITY

Since Company does not monitor, regulate, or enforce information posted on this site the Company can not and will not be held liable for any postings, or related material found on this site, the company has the right to refuse, deny, or delete any posting from this site with or without notice to the consumer that made the post.

Revised 03/12/2010