

Brainwashed - Terms and Conditions

Written by Staff

Saturday, 23 July 2005 10:01 - Last Updated Wednesday, 05 April 2006 03:30

Copyright

Brainwashed.com content ©1996-2006 Brainwashed Inc.

Restrictions on use of materials

This site is owned and operated by Brainwashed Inc. No material from any Web site owned, operated, licensed or controlled by Brainwashed Inc. may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of Brainwashed's copyright and other proprietary rights. The use of any such material on any other Web site or networked computer environment is prohibited. All trademarks, servicemarks, and trade names are proprietary to Brainwashed Inc. or the owners of such trademarks, servicemarks, or trade names.

Brainwashed.com Terms and Conditions

Brainwashed.com Terms and Conditions lays out the rules that govern your use of Brainwashed.com. The rules set forth herein apply to all materials, online communications, and other information that is or becomes available on Brainwashed.com (collectively, "Information"). By signing on and using Brainwashed.com, you specifically agree to abide by these rules and any modifications thereto.

1. Personal Uses Permitted

Brainwashed.com is an online information exchange service for use by Brainwashed Inc. and the general public. You shall not post, publish, transmit, reproduce, distribute, or in any way use or exploit any Information for commercial purposes or otherwise use the Information in a manner that is inconsistent with these rules and regulations.

2. Users' Obligation to Abide By Applicable Law

In connection with the use of Brainwashed.com, users shall not engage in conduct or publish information which would infringe upon or injure the personal or property rights of any individual, group, or entity, including but not limited to defamation, harassment, invasion of privacy, tort, or disclosure of confidential or trade secrets. Furthermore, users shall not violate any law or treaty or intellectual property rights protected by law (such as copyright, patent and trademark rights). Users acknowledge that the Information available on Brainwashed.com may include intellectual property that is protected under the copyright, trademark, and other intellectual property laws of the United States and/or other countries ("Intellectual Property Laws"). Such Intellectual Property Laws generally prohibit the unauthorized reproduction, distribution, or exhibition of all text, photographic and graphic (art and electronic) images, music, sound samplings, and other protected materials. The violation of applicable Intellectual Property Laws may give rise to civil and/or criminal penalties.

3. Submitting Materials for Review

Brainwashed.com provides a place for various writers to review various media. Brainwashed Inc. redistributes promotional items to independent writers and is therefore not responsible for promotional materials received. By submitting materials for review you surrender all materials and may not demand their return. When featured, media samples may be used in a review, this is within the boundaries of Fair Use.

4. Disclosure of Online Communications

You are cautioned that any online communications may not be fully confidential. In addition, you should be aware that federal postal regulations do not protect electronic mail. You should be aware that some administrative personnel of Brainwashed Inc. may, in the course of their regular duties, have access to communications required by law.

5. Rogue Programming and Viruses

Brainwashed Inc. is not responsible for any computer virus, trojan horse, timebomb, worm, or any other rogue programming ("Rogue Programming") that may be contained in any of the information or software contained on Brainwashed.com. Brainwashed has no obligation to detect the presence of any Rogue Programming. Any downloading of materials or any other use of the Information on Brainwashed.com is at your risk, and you are advised to take adequate precautions to minimize any loss to your system caused by Rogue Programming, including use of anti-virus programs and proper backup of files. You agree not to post, transmit, or make available in any way through Brainwashed.com any software or other materials that contain Rogue Programming.

6. Content of Information

You are responsible for the content of any Information you put on Brainwashed.com. Brainwashed has no obligation to, and does not in the normal course, monitor or control any Information that is or becomes available on Brainwashed.com. Brainwashed reserves the right to review any Information that is or becomes available on Brainwashed.com. Brainwashed reserves the right to refuse to post or to remove any Information that is, in Brainwashed's sole discretion, unacceptable, undesirable, or in violation of these rules. However, Brainwashed has no obligation to exercise such reservation of rights by Brainwashed Inc.

7. Disclaimer of Warranties

Brainwashed.com is provided on an "As Is" basis without warranties of any kind, either express or implied, including without limitation warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. Brainwashed Inc. does not warrant that any information is complete or accurate, that Brainwashed.com will be uninterrupted or error free, or that any information is free of Rogue Programming.

8. Limitation of Damages

Brainwashed - Terms and Conditions

Written by Staff

Saturday, 23 July 2005 10:01 - Last Updated Wednesday, 05 April 2006 03:30

Under no circumstance, including negligence, shall Brainwashed Inc. be liable for any direct, indirect, incidental, special, punitive, or consequential damages that may result from the use or inability to use Brainwashed.com, including without limitation use of or reliance on information available on Brainwashed.com, interruptions, errors, defects, mistakes, omissions, deletions of files, delays in operation or transmission, nondelivery of information, disclosure of communications, or any other failure of performance.

9. Release and Indemnity

You hereby release and waive any and all claims and/or liability against Brainwashed Inc. arising from or in connection with your use of Brainwashed.com. You also agree to defend, indemnify, and hold harmless Brainwashed Inc. from and against any and all claims or liability, including costs and attorneys fees, arising from or in connection with your use of Brainwashed.com or failure to abide by applicable law.

10. Modifications

These rules may be modified by Brainwashed Inc. from time to time and such modifications will be binding on you when placed online.

10. Privacy Policy

Brainwashed.com's Privacy Policy provides additional terms and conditions that apply to your use of our site.

If you do not agree to these Brainwashed.com Terms and Conditions, please do not use the site.

Brainwashed.com Privacy Policy

The privacy policy set forth here refers solely to Brainwashed.com. Please read it carefully, and if you have any questions or concerns, please contact us. Also, note that Brainwashed.com links to other sites. Please consult those sites to learn more about their policies.

Gathering and Use of Information

Brainwashed Inc. will not willfully disclose any personally identifiable information about our online users to any third party without first receiving the user's permission, unless required by law. The Brainwashed.com Web site only collects personally identifiable information (such as your name, address, E-mail address, telephone number, and/or other identifying information) from our visitors on a voluntary basis. Under certain circumstances, if you choose not to voluntarily submit requested information, you may not be able to engage in certain activities — e.g., making certain kinds of donations, submitting a photo online, signing up for E-mail updates — for which personally identifiable information is needed.

Brainwashed - Terms and Conditions

Written by Staff

Saturday, 23 July 2005 10:01 - Last Updated Wednesday, 05 April 2006 03:30

Any information you provide will be stored and served from a secure server. This means that each page you view and any information you submit is encrypted on its way between computers (yours and ours). In the unlikely event that the information you send is intercepted, it should not be usable by anyone else. While no computer is 100 percent secure, Brainwashed has taken reasonable steps to ensure the security of any information you provide to Brainwashed.com.

It is our goal to provide service on our site while maintaining our strong commitment to protecting the privacy of children. If we learn that a user is younger than 18, we will not store his/her personal information for future communication. Brainwashed Inc. does not willfully disclose to any third party any personally identifiable information about our online visitors who have identified themselves as younger than 18.

To participate in optional services on Brainwashed.com — e.g., contributing a review, posting on a forum, making a donation online, submitting a photo, signing up for E-mail updates – you agree to abide by the following terms and conditions:

- All information submitted by you is accurate and current
- You will not use an E-mail address of another person with the intent to impersonate that person
- You will not use the E-mail address in which another person has rights without that person's authorization

E-mail and Postal Addresses

Your contact information, including E-mail and postal addresses, will not be sold, exchanged, or lent to outside companies, organizations, or individuals except where required by law.

Brainwashed Inc. will always provide a clear and convenient method of unsubscribing to our E-mailings. You can unsubscribe at any time by going to Brainwashed.com's Contact Us page. We will update our records as soon as possible. Or you can follow the unsubscribe directions included in every E-mail message we send. If you have already unsubscribed from Brainwashed.com E-mails, rest assured that we will continue to honor your request.

If at any time you would like to check on or update our record of your information, please let us know by using the Brainwashed.com Contact Us page or writing to us (Brainwashed Inc., Box 7, Arlington, MA 02476).

Acceptance of this Privacy Policy for Brainwashed.com

By using this site, you signify your agreement to the terms and conditions of this Privacy Policy for Brainwashed.com. If you do not agree to these terms and conditions, please do not use this site. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of this policy at any time. Please check this page periodically for any changes. Your continued use of Brainwashed.com following the posting of any changes to these terms shall mean that you have accepted those changes. If you have any questions or concerns, please contact us.

Brainwashed - Terms and Conditions

Written by Staff

Saturday, 23 July 2005 10:01 - Last Updated Wednesday, 05 April 2006 03:30
