

# Terms of Service

## TERMS AND CONDITIONS OF USE

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1. Agreement. This Agreement (the “Agreement”) specifies the Terms and Conditions for access to and use of any and all sites run by Murals Atlanta. This Agreement may be modified at any time by the site operator upon posting of the modified agreement at this address. Any such modifications shall be effective immediately. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

2. Intellectual Property Ownership.

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You agree not to copy materials on the site, reverse engineer or break into the site, or use materials, products or services in violation of any law. The use of this website is at the discretion of the site operator and the site operator may terminate your use of this website at any time.

(d) Other Uses. All other use of Content from the Site, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, is strictly prohibited without the site operator prior express written consent.

### 3. Disclaimers.

(a) **DISCLAIMER OF WARRANTIES. THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. THE SITE OPERATOR DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.**

**FURTHERMORE, THE SITE OPERATOR DOES NOT WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SITE OPERATOR, ITS SUBSIDIARIES, VENDORS AND AFFILIATES DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIALS, AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE. USE OF THE SITE'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH INFORMATION OR MATERIAL.**

(b) **LIMITATION OF LIABILITY. THE SITE OPERATOR SHALL NOT BE RESPONSIBLE OR LIABLE TO PROVIDERS OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH THE SITE OPERATOR OR THE SITE, OR USE THEREOF, OR ANY OF THE DATA OR**

OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE SITE OR ANY SERVICES, OR INFORMATION PURCHASED, RECEIVED OR SOLD BY WAY OF THE SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE SITE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS.

(c) EARNINGS DISCLAIMERS. The information presented in this Website is intended to be for your educational and entertainment purposes only.

We are not presenting you with a business opportunity.

We are not presenting you with a distributorship.

We are not making any claims as to income you may earn.

We are not presenting you with an opportunity to get rich.

Before embarking on any endeavor, please use caution and seek the advice your own personal professional advisors, such as your attorney and your accountant.

Where income figures are mentioned (if any), those income figures are anecdotal information passed on to us concerning the results achieved by the individual sharing the information. We have performed no independent verification of the statements made by those individuals. Please do not assume that you will make those same income figures

Please do not construe any statement in this website as a claim or representation of average earnings. There are NO average earnings. Testimonials and statements of individuals are not to be construed as claims or representations of average earnings.

We cannot, do not, and will not make any claims as to earnings, average, or otherwise.

Success in any endeavor is based on many factors individual to you. We do not know your educational background, your skills, your prior experience, or the time you can and will devote to the endeavor.

Please perform your own due diligence before embarking on any course of action. Follow the advice of your personal qualified advisers.

There are risks in any endeavor that are not suitable for everyone. If you use capital, only "risk" capital should be used.

There is no guarantee that you will earn any money using any of the ideas presented in our materials. Examples in our materials are not to be interpreted as a promise or guarantee of earnings. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's. No guarantee is made that you will achieve any result at all from the ideas in our material.

You agree that we will not share in your success, nor will we be responsible for your failure or for your actions in any endeavor you may undertake.

Please understand that past performance cannot be an indication of possible future results.

Materials in our product and our website may contain information that includes or is based upon forward-looking statements within the meaning of the securities litigation reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Any and all forward looking statements in our materials are intended to express our opinion of earnings potential. They are opinions only and should not be relied upon as fact.

#### 4. Terms Relating to User Supplied Site Content.

(a) Participate at Your Own Risk. You enter and participate in our forum, bulletin board, chat room, or any other user interactive area of our site, and gain access to the materials contained thereon at your own risk.

(b) No Monitoring. We do not monitor or screen communications on our forum, bulletin board, chat room, or any other user interactive area of our site and we are not responsible for any material that any of our forum, bulletin board, chat room, or any other user interactive area of our site participant posts and we do not assume the responsibility to do so. In the event that we are notified by any party that any communications contained in our forum, bulletin board, chat room, or any other user interactive area of our site is contrary to these terms, we may, but are not obligated to, investigate the situation and determine in our own discretion, whether to remove such communication from our forum, bulletin board, chat room, or any other user interactive area of our site. We have no liability or responsibility to investigate or remove any content from our forum, bulletin board, chat room, or any other user interactive area of our site based upon a complaint or otherwise.

(c) **Your Reliance at Your Risk.** We do not make any representations or warranties as to the truth or accuracy of any statement made or materials posted on or through our forum, bulletin board, chat room, or any other user interactive area of our site. You agree and acknowledge that you assume the risk of any actions you take in reliance upon the information that may be contained in our forum, bulletin board, chat room, or any other user interactive area of our site.

(d) **No Endorsement.** We do not endorse or lend any credence for any statements that are made by any participant in our forum, bulletin board, chat room, or any other user interactive area of our site. Any opinions or views expressed by our forum, bulletin board, chat room, or any other user interactive area of our site participants are their own. We do not endorse or support or otherwise give any credence or reason for reliance on any such statements or opinions.

(e) **You are Responsible.** You are fully responsible for your own statements and materials that you post in our forum, bulletin board, chat room, or any other user interactive area of our site and any consequences, whether or not foreseen, to any party who may rely upon these statements. You agree that you will not take any action directed towards attempting to hold us responsible for any such materials or statements.

(f) **Removal of Material.** As a participant in our forum, bulletin board, chat room, or any other user interactive area of our site, you agree that we may remove any materials from our forum, bulletin board, chat room, or any other user interactive area of our site for any reason, in our sole discretion, or for no reason at all. This includes material which is disruptive, abusive, offensive, illegal, vulgar, pornographic, or any other material. You hold us harmless from and against any damage you or others may suffer as a result of our removal of any content from our forum, bulletin board, chat room, or any other user interactive area of our site or from the discontinuance of our forum, bulletin board, chat room, or any other user interactive area of our site at any time.

(g) **Right to Expel.** We have the right to remove, expel, or disqualify any party from participation and access to our forum, bulletin board, chat room, or any other user interactive area of our site for any time and for any reason, or for no reason whatsoever, in our sole and absolute discretion. This includes, but is not limited to any violation of this agreement, disruptive behavior, complaints from other parties, any allegedly illegal activity, or for any other reason or for no reason at all.

(h) **Right to Terminate.** We reserve the right to terminate our forum, bulletin board, chat room, or any other user interactive area of our site at any time and all users hold us harmless from and against any claims, damages, suits, threats, demands, liabilities, actions, causes of action, or injuries that may result therefrom, including but not limited to any consequential, incidental, and special damages of every nature and type.

(i) Prohibitions. You agree that you will not (1) use our forum, bulletin board, chat room, or any other user interactive area of our site for any illegal purpose, (2) place any material in our forum, bulletin board, chat room, or any other user interactive area of our site that violates the copyrights, trademarks, trade secrets, confidential information or other rights of any other party, (3) place any material in our forum, bulletin board, chat room, or any other user interactive area of our site that contains a false statement about any person, infringes upon the privacy rights of any other person, or threatens, harasses, abuses or embarrasses any other person, (4) place any obscene, pornographic, sexually explicit or violent materials, graphics, photographs, text or otherwise in our forum, bulletin board, chat room, or any other user interactive area of our site, (5) place any advertising, attempted business solicitation, marketing materials or sales promotional materials in our forum, bulletin board, chat room, or any other user interactive area of our site, (6) pretend to be another person that you are not, (7) place materials in our forum, bulletin board, chat room, or any other user interactive area of our site that are disruptive or off-topic.

(j) Hold Harmless and Indemnify. You hold us harmless from, and indemnify us against, any and all claims for damages from third parties arising from your participation, use or conduct in our forum, bulletin board, chat room, or any other user interactive area of our site.

## 5. Miscellaneous

(a) Prohibition Against Data Mining. You are prohibited from data mining, scraping, crawling, email harvesting or using any process or processes that send automated queries to the the site operator Web site. You may not use the the site operator Web site to compile a collection of listings, including a competing listing product or service. You may not use the Site or any Materials for any unsolicited commercial e-mail.

(b) Intended Audience. This website is intended for adults only. This website is not intended for any children under the age of 18.

(c) Compliance with Laws. You agree to comply with all applicable laws regarding your use of the website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

(d) Indemnification. You agree to indemnify, defend and hold the site operator and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

(e) Privacy. Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy

(f) DMCA Notice. If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to our Copyright Agent:

(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 above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached at the address shown in the Contact Information section below.

(g) Applicable Law. You agree that the laws of the state of Georgia, without regard to conflicts of laws provisions will govern these Terms and Condition of Use and any dispute that may arise between you and the site operator or its affiliates. Venue shall be in the United States of America.

(h) Arbitration. As part of the consideration that the site operator requires for viewing, using or interacting with this website, you agree to the use of binding arbitration for any claim, dispute, or controversy of any kind (whether in contract, tort or otherwise) arising out of or relating to this website. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. Hearing will take place in the city or county of the site operator. In no case shall you have the right to go to court or have a jury trial. You will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal. The prevailing party shall be reimbursed by the other party for

any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, and travel expenses.

(i) Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

(j) Termination. the site operator may terminate this Agreement at any time, with or without notice, for any reason.