

Summerland Studio LLC | Terms of Use

These Terms of Use set forth the terms and conditions governing your use of the Summerland Studio LLC website (individually and collectively, the "Website"). By using the website in any manner, you agree to all terms and conditions contained or referenced in these Terms of Use. These Terms of Use apply only to your use of the website and do not apply to any other website or any Summerland Studio LLC product or service, nor change any other agreement between you and Summerland Studio LLC.

Summerland Studio reserves the right, in its sole discretion, to modify or change these Terms of Use at any time without prior notice to you. Your continued use of the website following the posting of any changes to the Terms of Use constitutes your acceptance of those changes. These Terms of Use were last updated on January 8, 2011.

OWNERSHIP AND USE OF WEBSITE INFORMATION. All information, materials, and other content located on the website, except noted third-party materials, are the property of Summerland Studio, and are protected under United States and international copyright, trademark and other intellectual property laws.

LIMITED LICENSE. Summerland Studio hereby authorizes you to copy materials published by Summerland Studio on this website solely for non-commercial use within your organization. No other use of the information is authorized. In consideration of this authorization, you agree that any copy of these materials that you make shall retain all copyright and other proprietary notices in the same form and manner as on the original. Except as specified above, nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent, trademark or copyright of Summerland Studio or any third party.

ALL CONTENTS ON THIS WEBSITE ARE PROTECTED BY COPYRIGHT. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION ON THIS WEBSITE MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM SUMMERLAND STUDIO. VISITORS OR USERS ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON THIS WEBSITE FOR ANY PUBLIC OR COMMERCIAL PURPOSES.

SUBMISSION OF INFORMATION. Any information you send to Summerland Studio through the website will be deemed NOT to be confidential ("Non-Confidential Information"). For any Non-Confidential Information you do send, post or submit you hereby grant Summerland Studio an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the Non-Confidential Information, and agree that Summerland Studio is free to use any ideas, concepts, know-how or techniques that you send Summerland Studio for any purpose whatsoever without compensation to you or any other person sending the Non-Confidential Information, and you represent and warrant that you own or otherwise control all of the rights to the Non-Confidential Information and that public posting and use of your content by Summerland Studio will not infringe or violate the rights of any third party. Any personally identifiable information that you submit to us shall be treated in accordance with our Privacy Policy.

TRADEMARKS. Summerland Studio and the Summerland Studio logo are trademarks of Summerland Studio LLC in the U.S. and other countries. The use of any of our trademarks without our prior written consent is strictly prohibited.

THIRD PARTY INFORMATION. Certain content from third parties may be made available as part of this website. This content is believed to be reliable, but we do not endorse or guarantee the accuracy or completeness of such content and Summerland Studio makes no warranty as to the accuracy of any such information.

LINKS TO THIRD PARTY SITES. This website may contain links to other sites on the Internet that are owned and operated by our business partners, third party vendors or other third parties. Clicking on such a link to a third party website will cause you to leave this website. The links are only provided as a convenience and Summerland Studio does not endorse any of these sites. We do not control the third party sites and therefore we are not responsible for the content of any third party website or any link contained in any third party website. We do not represent or warrant that the content of these sites is accurate, legal, inoffensive, or free from viruses or other

features that may adversely affect your computer, nor do we make any representation regarding the quality of any product or service contained on any such website. By using this website to link to another website, you agree and understand that you may not make any claim against us for any damages or losses resulting from your use of this website to link to a third party website.

LINKS FROM THIRD PARTY SITES. Summerland Studio prohibits unauthorized links to the website and the framing of any information contained on the website or any portion of the website. Summerland Studio reserves the right to disable any unauthorized links or frames. Summerland Studio has no responsibility or liability for any material on other websites that may contain links to this website.

NO WARRANTIES. Information and documents provided on this website are provided "as is" without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement. Summerland Studio uses reasonable efforts to include accurate and up-to-date information on this website; it does not, however, make any warranties or representations as to its accuracy or completeness. Summerland Studio periodically adds, changes, improves or updates the information and documents on this website without notice. Summerland Studio assumes no liability or responsibility for any errors or omissions in the content of this website. Your use of this website is at your own risk.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL SUMMERLAND STUDIO BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF INFORMATION, PROGRAMS OR OTHER DATA) THAT RESULT FROM ACCESS TO, USE OF, OR INABILITY TO USE THIS WEBSITE OR DUE TO ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE INTERNET, EVEN IF SUMMERLAND STUDIO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GOVERNING LAW. This site is administered by Summerland Studio from its office in Virginia. Summerland Studio makes no representation that materials at this site are appropriate or available for use outside of the United States, and access to them from territories where their contents are illegal is prohibited. User access to this website is governed by all applicable federal, state and local laws. All information available on the website is subject to U.S. export control laws and may also be subject to the laws of the country where you reside. You may not use or export or reexport the materials on this website, or any copy or adaptation thereof, in violation of any applicable laws and regulations including without limitation U.S. export laws and regulations. The laws of the State of Virginia shall govern these Terms of Use and all matters relating to your access to, or use of, this Website.

Blog Policies and Disclaimer. The views and opinions expressed here and in any corresponding comments are the personal opinions of the original authors, not of Summerland Studio. The content is provided for informational purposes only and is not meant to be an endorsement or representation by company or any other party. No information that you consider confidential should be posted to this site. By posting any comments on the site, you agree to be solely responsible for the content of all information you contribute, link to, or otherwise upload to the website and release company from any liability related to your use of the site. You also grant to company a worldwide, perpetual, irrevocable, royalty-free and fully-paid, transferable (including rights to sublicense) right to exercise all copyright, publicity, and moral rights with respect to any original content you provide.