



TERMS OF SERVICE - DISCLAIMER - LIMITATIONS OF LIABILITY - MICELLANEOUS TERMS

### **TERMS OF SERVICE**

By accessing the Checkered Flag Racing News and JayRJones.com affiliated websites (hereafter known as: CFRN), you are agreeing to the following terms and conditions ("Terms of Service").

### **DESCRIPTION OF SERVICE**

CFRN makes available to site visitors ("Guests"); forums, comments, articles, photographs and other services (collectively known as "Services").

In order to use the Service, even in closed or open beta stages, including new services or functionality that may be made available by CFRN from time to time, Guests must abide by these Terms of Services. If a user fails to follow these rules, CFRN can discontinue their ability to use the Service. In addition, we have the right to delete your postings without notice if we see evidence of abuse or some other inappropriate activity.

### **CONDUCT**

- You are solely responsible for your conduct and any data, text, information, screen names, links, graphics, photos, profiles, audio and video clips and links (which is defined as: "Content") that you submit, post and display via the Service;
- You must not abuse, harass, threaten or intimidate others who use the Service, nor may you upload, post or otherwise include any Content that is defamatory, libelous, tortuous, vulgar, obscene, invasive of privacy, racially or ethnically objectionable, hateful, promotes or provides instructional information about illegal activities, or promotes any act of cruelty to animals;
- You must not impersonate any other Guest or any official of CFRN;
- You cannot use the Service for any illegal or unauthorized purpose, or to promote or make solicitations for any illegal or unauthorized activity;
- You cannot use the Service to distribute, share or solicit Content belonging to third parties without proper authorization from the owner(s) of the Content. You must respect the proprietary and intellectual property rights of others (including trademark, copyright and trade secrecy) in submitting Content;
- You must not in the use of CFRN, violate any federal, state or local laws. If you are creating Content outside of the U.S., you must comply with all local laws regarding online conduct and acceptable content;
- You cannot modify, adapt or hack the CFRN website or any Content that is not yours;
- You cannot create or submit spam to any Guests of CFRN;
- You cannot transmit or link to any worms or viruses or any code of a destructive nature;
- You cannot transmit Content in breach of a confidential or fiduciary obligation you may have;

- You cannot attempt to automatically direct surfers to other domains, mislead surfers of the origin of the Content contained in your submissions, or use your submission as storage for remote loading or redirection to a website outside of the CFRN website;
- You cannot interfere with or disrupt the Service, or any services or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- You cannot collect or store personal data about other users.
- You cannot use the Service to promote other services.

### **CONTENT OWNERSHIP**

As a Guest, you will be able to post various forms of Content into your submissions. CFRN does not claim ownership of the Content you submit to CFRN. The Content will be owned by you or a third party from whom you received permission to post the content. By placing Content on CFRN, however, you grant CFRN a world-wide royalty-free and non-exclusive license, for as long as your Content is displayed by CFRN, to reproduce, display, modify, adapt and publish the Content on CFRN. CFRN may preserve and store Content, and may also disclose Content if required to do so by law or if CFRN believes, in good faith, that such preservation or disclosure is reasonably necessary to: (a) comply with the legal process (e.g. subpoenas); (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of CFRN, its users and the public.

The Guest who posts Content and not CFRN will be fully responsible for all Content that is uploaded, posted, transmitted or otherwise made available by the Guest in his or her postings. CFRN cannot guarantee the accuracy, integrity, or quality of such Content. CFRN does not screen Content, but will have the right to (not the obligation) in its sole discretion to refuse or remove any Content in a posting for any reason, including Content that may violate these Terms, or that is otherwise objectionable. CFRN also cannot take responsibility for anything surfers may do in reliance on the Content you post. In simple terms, if you put it on CFRN, you are responsible.

### **EXTERNAL LINKS**

Contributed Content may include links to other sites or resources. CFRN has no control over those sites or resources, and therefore you acknowledge and agree that CFRN is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites and resources, or for any damages caused or alleged to be caused by or in relation to such Content, goods or services.

### **NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell or resell or exploit any portion of this Service, use of the Service, or access to the Service.

### **CFRN CAN MODIFY OR DISCONTINUE THE SERVICE**

CFRN reserves the right, at any time, to modify or discontinue, temporarily, or permanently, the Service (or any part thereof) with or without notice, without liability to you or any third party.

### **CFRN CAN TERMINATE THE SERVICE**

CFRN, in its sole discretion, may terminate your access to the Services and remove and discard any Content, for any reason. Some of the more likely reasons for termination are harassment of other Guests, hacking the Service, illegal transactions with CFRN, and otherwise acting in violation of the terms or the spirit of these Terms of Service or other policies.

If CFRN terminates your use of the Service, then your content may be immediately taken down. In this event, CFRN will not be responsible to you or any third party for any termination of your access to the Service.

### **DISCLAIMER OF WARRANTIES**

The Service is provided on an "as is" and "as available" basis. You expressly understand and agree that your use of the Service is at your sole risk. CFRN expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. CFRN makes no warranty that the Service will be uninterrupted, timely, secure, or error-free, or that the quality of any products, services, information, or any other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the software will be corrected.

### **LIMITATIONS OF LIABILITY**

You agree to defend, indemnify, and hold harmless CFRN and its affiliates together with their respective employees, agents, directors and officers, from and against all the liabilities and expenses (including reasonable attorney's fees and costs) arising out of your use of CheckeredFlagRacingNews.com; your failure to use these sites or your breach or alleged breach of this agreement. No director, officer, employee, or agent of CFRN, or its affiliates, shall be personally liable for the performance of or failure to perform any provision of this Terms of Service.

In addition, you expressly understand and agree that CFRN also will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if advised of the possibility of such damages), resulting from the use or inability to use the Service, unauthorized access to or alteration of your transmissions or data, statements or conduct of any third party on the Service, or any other matter relating to the Service.

### **MICELLANEOUS TERMS**

These Terms of Service and the relationship between you and CFRN will be governed by the laws of the State of California without regard to its conflict of law provisions. The failure of CFRN to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or permission. These Terms of Service, together with any other agreements incorporated by reference in these Terms of Service entered into between you and CFRN, constitutes the entire agreement between you and CFRN and governs your use of the Service, superseding any prior agreements between you and CFRN. You also may be subject to additional terms and conditions that may apply when you use affiliate or other CFRN services, third party content or third party software. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **DISCLAIMER**

Checkered Flag Racing News is only associated with CheckeredFlagRacingNews.com, CheckeredFlagRacingnews.org, CheckeredFlagRacingnews.info and Checkered Flag Racing News.net. Any other associations with the name Checkered Flag Racing is purely coincidental.

### **CORRECTIONS AND CLARIFICATIONS**

Checkered Flag Racing News promptly corrects factual errors and welcomes comments and information that may call for correction. Please e-mail any corrections to the editor: randy@checkeredflagracingnews.com.

### **REPRINT INFORMATION**

By using this Web site you accept and agree to abide by the rules, guidelines, policies terms of condition of this site, as stated in the Privacy Policy. Reproductions, through any means, in whole or in part of any article, image or comment appearing in either Checkered Flag Racing News, without written permission, is prohibited.

### **COPYRIGHT**

The contents of this site are: © 2015 Checkered Flag Racing News Aka CFRN and/or its affiliates or suppliers. All rights reserved.

All materials contained in the Checkered Flag Racing News online editions are protected by copyright in the U.S. and other countries. Articles or photographs credited to a source other than Checkered Flag Racing News (such as a specific individual, UPI, Reuters or Associated Press) are likely owned, unless indicated otherwise, by that source. Please contact them directly to reuse their material.

The views expressed herein are those of the author exclusively.

**AUDIO/VIDEO/PODCAST PERMISSIONS**

Audio-visual and audio materials created by CFRN, including audio clips, audio slideshows, videos and podcasts, whether posted on this site or any other site(s), are made for Guests visiting the CFRN sites only. Specific written permission is required for publishing, reproducing, or publically displaying, or distributing this content through any media, including but not limited to broadcast and websites.

Please contact us for information on submitting requests.

**CONTRIBUTIONS**

MANUSCRIPTS, PHOTOGRAPHS, DRAWINGS AND OTHER MATERIALS MUST BE ACCOMPANIED BY A STAMPED, SELF-ADDRESSED ENVELOPE, AND FORWARDED TO: JAY R JONES, EDITOR, CHECKERED FLAG RACING NEWS / JRRACINGPHOTOS, P.O. BOX 495 COTATI, CA. 94931. CANNOT BE HELD RESPONSIBLE FOR UNSOLICITED MATERIAL. THE EDITOR RESERVES THE RIGHT TO MODIFY OR DELETE PORTIONS OF WRITTEN MATERIALS OR PHOTOGRAPHS IN ORDER TO CONFORM TO MAGAZINE SPACE AND CONTENT CONSIDERATIONS OR RESTRICTIONS.