

# Terms of Use Agreement

*Updated 3/15/2013*

Welcome to our Web site. By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The terms “How’s Your Robot?,” “us” or “our” refers to howsyourrobot.com, the legal name of the owner of the Web site. The term “you” refers to the user or viewer of our Web site.

## **1. Acceptance of Agreement.**

You agree to the terms and conditions outlined in this Terms of Use Agreement (“Agreement”) with respect to our site (the “Site”). This Agreement constitutes the entire and only agreement between you and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. We may amend this Agreement at any time and from time to time without notice to you, or authorization by you. The latest version of this Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. All changes to this Agreement will be effective immediately upon posting to the Site. It is your responsibility to review this Agreement on a regular basis to keep yourself informed of any changes or additions. **IF YOU DISAGREE WITH ANY CHANGES OR ADDITIONS TO THIS AGREEMENT, YOU MUST IMMEDIATELY CEASE USING OR ACCESSING THIS SITE IN ANY MANNER. YOUR ONGOING ACCESS OR USE OF THE SITE AFTER ANY CHANGES OR ADDITIONS TO THIS AGREEMENT WILL BE DEEMED ACCEPTANCE OF THE CHANGES AND ADDITIONS.**

## **2. Advertisers.**

The Site may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

## **3. Third-Party Services.**

We may allow access to or advertise certain third-party product or service providers (“Merchants”) from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of or purchase from such Merchants is **AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.**

#### **4. Registration/Purchase.**

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration and/or purchase information. Your registration must be done using accurate information. Each registration is for your personal use only.

#### **5. Errors, Corrections and Changes.**

We do not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

#### **6. Third Party Content.**

Third party content or data may appear on the Site or may be accessible via links from the Site. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content or data on the Site. You understand that the information and opinions in the third party content or data represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our belief.

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