

terms of services

Opendisc® Terms of Service.

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY! TO ACCEPT AND AGREE TO THIS TERMS OF SERVICES AGREEMENT, PLEASE CLICK "BACK" BELOW AND CLICK ON "SUBMIT" ON THE REGISTRATION PROCESS SCREEN. HOWEVER, IF YOU ARE BETWEEN THE AGES OF THIRTEEN AND SEVENTEEN YEARS OLD, YOU AND YOUR PARENT OR LEGAL GUARDIAN MUST BOTH READ AND UNDERSTAND ALL OF THE ABOVE AND THE FOLLOWING. BY CLICKING ON THE 'BACK' BUTTON BELOW AND THE 'SUBMIT' BUTTON ON THE REGISTRATION PROCESS SCREEN, YOU AND YOUR PARENT OR LEGAL GUARDIAN ARE EACH ACCEPTING AND AGREEING TO ALL OF THE TERMS AND CONDITIONS OF THE TERMS OF SERVICE ("TOS") FOR AS LONG AS YOU USE THE SERVICES, AND MAKING THE TOS A BINDING AND EFFECTIVE AGREEMENT BETWEEN YOU, THIS PARENT OR LEGAL GUARDIAN AND OPENDISC.

1. ACCEPTANCE OF TERMS

Welcome! OPENDISC provides its services to you, subject to the following Terms of Service Agreement, which OPENDISC may change, amend and/or update from time to time without direct notice to you (in whole and in part, "TOS"). Each time you use the Service (defined in the next paragraph), you agree to and continue to be bound by the TOS and all other terms and conditions posted as a component of the Service. You can always review and download a copy of the most current version of the TOS on OPENDISC's web site at www.opendisc.net ("the Site"), by clicking on the "Terms of Service" button on the home page of the Site. It is your responsibility to review the current TOS before each use of the Service. Please read all of the above and the following carefully. By clicking the "Back" button below and the "Submit" button on the registration process screen, you accept and agree to all of its terms and conditions for as long as you use the Service, and to make the TOS a binding and effective agreement between you and OPENDISC.

2. DESCRIPTION OF SERVICES

OPENDISC currently provides users with access to a rich collection of resources, including, software, communications tools, and personalized content through its network of properties and affiliates (in whole and in part, the "Service"). OPENDISC reserves the right, at any time, in its sole discretion, without notice to you to: change, modify, augment, enhance, amend and/or update the Service and/or restrict access to, suspend and/or discontinue the Service. You understand and agree that the Service is provided "AS-IS" and that OPENDISC makes no claims, guarantees or warranties of any kind or nature, now or later contemplated, express or implied, in regard to the accuracy or completeness of any Content (defined below) at any time comprising the Service, and cannot accept any responsibility for any errors or omissions and/or for any liability resulting from the use or misuse of any such Content comprising the Service, including, but not limited to, the timeliness, deletion, mis-delivery or failure to store any user communications or personalized settings. Moreover, OPENDISC reserves the right, in its sole discretion, to refuse and/or delete any material of

any kind or nature not in keeping with the professional standards of the Service, and/or which OPENDISC believes in its sole discretion may constitute a violation of any right(s) of any third party.

Further, OPENDISC makes no claims, guarantees or warranties of any kind or nature, express or implied, now or later contemplated, in regard to the legality or decency of any materials contained within any websites linked to the Service, and all such links are accessed at your risk.

You must provide and are solely responsible for all equipment necessary for you to access the Service.

3. YOUR REGISTRATION OBLIGATIONS

As an express condition to your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (collectively, the "Registration Data") and (b) maintain and promptly update the Registration Data to always keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or OPENDISC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, OPENDISC has the right to suspend or terminate at any time, without notice to you, your ability to use and/or access the Service. OPENDISC is concerned about the safety and privacy of all its users, particularly children. For this reason, parents or legal guardians of children under the age of 18 who wish to allow their children access to the Service must supervise their children's actions. Please remember that the Service is designed to appeal to a broad audience. Accordingly, it is each parent's or legal guardian's responsibility to determine whether the Service is appropriate for their child.

4. PRIVACY POLICY

Registration Data and certain other information about you is subject to our privacy policy, which OPENDISC may change, amend and/or update in its sole discretion from time to time without notice to you (in whole and in part "the Privacy Policy"). You understand and agree that the Privacy Policy is part of the TOS. You can always review and/or download a copy of the most current version of the Privacy Policy at the Site.

5. YOUR CONDUCT

OYou understand that all information, data, text, software, music, sounds, photographs, products, goods, services, graphics, videos, messages, and any other materials and information of any kind or nature now or later contemplated, in whole and in part ("Content"), is the sole responsibility of the person or entity (each a "Person") from which such Content originated. OPENDISC does not control any Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of any such Content. Under no circumstances will OPENDISC be liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any losses or damage of any kind or nature claimed or incurred by you or any other Person as a result of use of the Service.

Without limitation, you agree to not use the Service to:

- a.** Upload, transmit or otherwise make available any Content that you do not have a right to so upload, transmit or make available under applicable law, contract, or fiduciary relationship;
- b.** In any manner and/or by any act or omission interfere with or disrupt the Service, servers or networks connected to the Service or Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

c. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;

d. Reproduce, duplicate, copy, sell, exhibit, distribute, display or otherwise exploit in any manner for any purpose, any portion of, use of, and/or access to the Service;

e. To impersonate anyone else, especially an OPENDISC representative, or falsely state or otherwise represent your affiliation with any Person any information you give to OPENDISC and/or the origin of any such information;

f. Interfere with, disrupt, or attempt to gain unauthorized access to the Service, or servers or networks connected to the Site or Service.

Recognizing the global and ever evolving nature of the Internet, you agree to comply with all applicable rules and regulations of any kind or nature regarding online conduct and acceptable Content. Specifically, without limitation, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Notwithstanding anything to the contrary herein, you agree to not post, upload to and/or offer on or through the Service any threatening or defamatory Content of any kind or nature, now or later contemplated, that may be considered by any Person a violation of any applicable laws or regulations, nor shall infringe upon any rights of any kind or nature now or later contemplated of any Person. OPENDISC will fully cooperate with any law enforcement agencies, authorities and/or Court orders requesting or directing OPENDISC to disclose the identity of any Person posting, uploading and/or offering any such Content. Without limitation, your use of the Service, in any manner, shall constitute your express warranty and representation that you own and/or control sufficient rights in the applicable Content to permit the applicable uses thereof hereunder, and that each and every such use, in whole and in part, shall not violate applicable laws or regulations.

6. INDEMNITY

You agree to fully and effectively, upon demand, indemnify and hold OPENDISC, and its subsidiaries, affiliates, officers, agents, co-branders, partners, representatives, successors, assigns, officers, directors, attorneys, distributors, licensees, licensors, and employees, free, safe and harmless from and against any and all claims, liabilities, costs, demands, expenses (including, without limitation, reasonable attorney's fees and accountant's fees and actual costs) occasioned by our arising out of any breach or alleged breach of or any claims inconsistent with your obligations under the TOS, including, without limitation, made by any third party due to or arising out of Content you make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of any Person. OPENDISC agrees to give you written notice of any such claim, demand or action, and you shall undertake at your sole cost and expense the defense thereof, and shall supply OPENDISC with competent and experienced counsel acceptable to OPENDISC in its sole discretion, to defend any such liability, claim, suit or proceeding, the final disposition and control of same (by settlement, compromise or otherwise) shall be and remain with OPENDISC.

7. TERMINATION

You agree that OPENDISC may, in OPENDISC's sole discretion, under certain circumstances and without prior notice to you, immediately terminate your OPENDISC account and/or your access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government

agencies, (c) a request by you, (d) discontinuance or material modification to the Service; (e) technical issues or problems, and (f) extended periods of inactivity. Termination of your OPENDISC account includes, without limitation, (g) removal of access to all Content comprising the Service, (h) deletion of all related information, files and content associated with or inside your account (or any part thereof), and (i) barring further use of the Service. You agree that OPENDISC shall not be liable to you or any Person for any termination of your account, or your access to the Service.

You can terminate your TOS with OPENDISC, and OPENDISC's ability to use the information you've provided there under, by sending us written notice of termination. The termination will be affected no more than 7 days after we receive such notice.

8. LINKED SITES

The Service and/or Site may provide, or Persons may provide, links to other websites or resources (in whole and in part, "Linked Sites"). Because OPENDISC has no control over any such Linked Sites, you acknowledge and agree that OPENDISC is not responsible for the availability of any such Linked Sites, does not endorse and is not responsible or liable for any Content, on or available from any such Linked Sites and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content available on or through any such Linked Sites.

9. OPENDISC'S PROPRIETARY RIGHTS

You acknowledge and agree that both the Service and any software used in connection with the Service (in whole and in part, "Software") contain proprietary and confidential information of OPENDISC and certain Persons, including, without limitation, copyrights, trademarks, patents, services marks, trade dress, trade secrets, source codes and object codes, that is protected by applicable intellectual property and other laws. Except as may be expressly authorized by OPENDISC, you agree not to and to not allow any third party to modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in, distribute reverse engineer, disassemble, reverse assemble, or otherwise attempt to discover any source code, compile, remove, alter, destroy, display, reproduce, make copies of, perform, create derivative works based on and/or transfer any rights of any kind or nature, now or later contemplated, in or to the Service or the Software, in whole or in part.

With the sole exception of the limited, personal, nontransferable and non-exclusive right and license provided in the next paragraph as between you and OPENDISC, OPENDISC owns and controls, from inception, in perpetuity, any and all rights, titles and interests of any kind or nature in and to any and all materials of any kind or nature on and/or comprising the Site and the Service, including, without limitation, the Content of each and further including, without limitation, all renewals and extensions thereof and any and all fixations of any media now or later contemplated embodying the same, all reproductions made therefrom and the sole right to use and control same in OPENDISC's sole discretion. Any and all rights of any kind or nature now or later contemplated not expressly granted to you hereunder, are expressly reserved to and by OPENDISC.

OPENDISC grants you a limited, personal, non-transferable and non-exclusive right and license only to use the object code of its Software as expressly provided for herein. You agree not to use modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access to the Service. You further agree not to access the Service by any means other than through the interface that is provided by OPENDISC for use in accessing the Service, nor to otherwise obtain or facilitate another Person in obtaining unauthorized access to the Service.

10. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

a. The Service is provided without warranties of any kind or nature, whether express, implied, or statutory, including, but not limited to, any implied warranty of merchantability, fitness of the Service for a particular purpose, and non-infringement of any Person's rights. OPENDISC expressly disclaims each and all such warranties to the fullest extent permissible per applicable law. OPENDISC further makes no warranty of any kind or nature, express or implied, regarding the quality, accuracy or validity of any of the Content sent or accessed through the Service, or that the Service will be error free, uninterrupted, timely or secure, that defects will be corrected, that the Site, the Service and/or the server(s) that make same available are free of viruses and/or other harmful components, and/or that the Service will meet your requirements or expectations. All of these warranties also apply to the Linked Sites. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities for incidental or consequential damages. Therefore, some of the above limitations and exclusions may not apply to you;

b. Your use of the Service is at your sole risk. The Service is provided for entertainment and promotional purposes on an "as is" and "as available" basis;

c. Any Content downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of same;

d. Your dealing with other Persons promoted on or through the Service, including, but not limited to, payment and delivery of goods or services therefrom, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such other Persons. You agree that OPENSIDC shall not be responsible or liable for any loss or damage of any kind or nature now or later contemplated that you or any third party may incur as a result of any such dealings, and/or as the result of the promotion of such other Persons on or through the Service.

11. LIMITATION OF LIABILITY

You expressly understand and agree that neither OPENDISC nor any of its subsidiaries, directors, employees, designees, officers, successors, assigns, agents, affiliates, distributors, licensees, and/or attorneys shall be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to, damages for loss of profits, goodwill, loss of use, loss of data, lost profits, lost opportunities and/or other tangible or intangible losses (even if OPENDISC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any Content purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any Persons on the Service; or (v) any other matter of any kind or nature, now or later contemplated, relating to the Service. In any case, OPENDISC's entire liability under or existing out of this TOS is limited to the sum total of payments made by you directly to OPENDISC hereunder.

12. NOTICE

Notices to you may be made via email. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service. Any written notice you want to give us should be sent to: Opendisc SA, 149 rue Montmartre, 75002 Paris – France; fax: +33 1 45 08 17 34; e-mail: usa@opendisc.net.

13. TRADEMARK INFORMATION

OPENDISC, all OPENDISC logos, OPENDISC SOFTWARE, OPENDISC SERVER, OPENDISC MONITOR and all other OPENDISC product and service names are trademarks and/or service marks of OPENDISC SA. (in whole and in part, the "OPENDISC Marks").

14. VIOLATIONS

Please report any violations of the TOS to our Customer Care group, by sending an email to: support@opendisc.net

15. GENERAL INFORMATION

The TOS constitute the entire agreement between you and OPENDISC and govern your use of the Service, superseding any prior agreements between you and OPENDISC. The TOS can only be changed or modified by OPENDISC as provided for herein. You and OPENDISC are independent contractors. The waiver by OPENDISC of the applicability of any provision of the TOS or of any breach or default by you hereunder in any specific instance shall not affect OPENDISC's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other actual or alleged breach or default, whether or not similar. You also understand and agree that you may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. If any provision of the TOS is found by a court or arbitration of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. Nothing contained in the TOS shall be construed to require the commission of any act contrary to law. The headings in the TOS are for convenience only. Any rights and remedies of any kind or nature shall be deemed cumulative and not exclusive to one another. In the event of any action, suit or proceeding hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees and actual costs of such action, suit or proceeding from the non-prevailing party. The court or arbitrators, as applicable, shall determine who is the prevailing party, whether or not such dispute or controversy proceeds to final adjudication. The Site and the Service are controlled and operated by or on behalf of OPENDISC from its offices in the State of California, United States of America. OPENDISC makes no representation that any Content in or on the Service and/or the Site are appropriate or available for use in other locations.

This Agreement is deemed made and entered into and has been fully executed in the State of California, and shall in all respects be interpreted, enforced and governed by the internal laws of the State of California applicable to contracts negotiated and to be performed entirely in such State. Any claim, dispute or disagreement arising out of, connected with, or in respect of this Agreement shall be brought for an exclusive adjudication in the State of California, at OPENDISC's sole election either: in the Federal or State Courts located in Los Angeles, California; or for binding arbitration by the American Arbitration Association located in Los Angeles, California, subject to the rules promulgated by such association relating thereto. Judgment upon any award rendered by the arbitrator(s) may be entered in any California Court having jurisdiction thereof. This arbitration provision shall remain in full force and effect notwithstanding the nature of any claim or defense hereto. Each party hereto waives any claim that such Courts or the American Arbitration Association in Los Angeles, California do not have jurisdiction or are an inconvenient forum. Any process in any such action or proceeding may, in addition to personal

service, be served by a party if delivered by Registered or Certified Mail on the earlier of five days after posting of the date received on the return receipt, or if by fax or Delivery Service, on the date of receipt by the recipient, provided that for fax transmissions the sender receives written or printed confirmation of successful transmission. Any such service shall be deemed at the same force and effect as personal service within California.

TO ACCEPT AND AGREE TO THIS TERMS OF SERVICES AGREEMENT, PLEASE CLICK "BACK" BELOW AND CLICK ON "SUBMIT" ON THE REGISTRATION PROCESS SCREEN. HOWEVER, IF YOU ARE BETWEEN THE AGES OF THIRTEEN AND SEVENTEEN YEARS OLD, YOU AND YOUR PARENT OR LEGAL GUARDIAN MUST BOTH READ AND UNDERSTAND ALL OF THE ABOVE AND THE FOLLOWING. BY CLICKING ON THE 'BACK' BUTTON BELOW AND THE 'SUBMIT' BUTTON ON THE REGISTRATION PROCESS SCREEN, YOU AND YOUR PARENT OR LEGAL GUARDIAN ARE EACH ACCEPTING AND AGREEING TO ALL OF THE TERMS AND CONDITIONS OF THE TERMS OF SERVICE ("TOS") FOR AS LONG AS YOU USE THE SERVICES, AND MAKING THE TOS A BINDING AND EFFECTIVE AGREEMENT BETWEEN YOU, THIS PARENT OR LEGAL GUARDIAN AND OPENDISC.

To download the Opendisc® Term of Service : [click here](#)

The Opendisc® Terms of Service is subject to change at any time. We encourage you to review the Terms of Service regularly for any changes.

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