

## Terms of Service

Wednesday, 04 April 2007

Last Updated Sunday, 15 April 2007

### Interpreter Connections Terms of Services

Welcome to InterpreterConnections.com, your Source for Interpreters and Agencies! Please take time to read these Terms of Service, as it is important for both of us that you understand our contractual relationship relating to your use of our service.

This is a legal contract. Subscribers agree to be bound by these terms whether signed or unsigned. Any subscriber who does not agree with these terms should immediately stop using the account and contact InterpreterConnections.com to cancel subscription.

Subscribers agree to obey any applicable local, state, and/or federal laws pertaining to their Internet access and use of these services. The subscriber agrees not to use these services to conduct any activity in which may violate these laws. Use of these services includes, but is not limited to: Web, FTP, Usenet, Internet Relay Chat (IRC), Gopher, Email, Telnet, and any other medium through which Interpreter Connections server(s) are used for the storing, distribution, and/or transmission of content or material.

InterpreterConnections.com is a private company and reserves the right to limit and/or prohibit any content or material it deems inappropriate as part of this agreement.

InterpreterConnections.com reserves the right to monitor any and all communication and activity that occurs through or on its servers to ensure adherence to these terms.

InterpreterConnections.com reserves the right to prohibit, remove, and/or block access to any pages which primarily contain hyperlinks to content or material deemed inappropriate as defined herein.

InterpreterConnections.com reserves the right to prohibit, remove, and/or block access to any pages which primarily contain content or material which promotes or induces illegal activity.

InterpreterConnections.com reserves the right to limit FTP transfers to 300MB per day (this limitation may be varied as appropriate). Subscribers who exceed this amount may be investigated for illegal activity and subject to suspension and/or termination of their account.

InterpreterConnections.com reserves the right to prohibit and/or block access to any Usenet newsgroup, at any time for any reason, including those which contain content or material in violation of the terms in this agreement.

Interpreter Connections reserves the right to prohibit and/or block access to any IRC channel, at any time for any reason, including those which contain content or material in violation of the terms in this agreement.

Please report any violations of these terms to [Webmaster@InterpreterConnections.com](mailto:Webmaster@InterpreterConnections.com). In the event that InterpreterConnections.com receives a complaint, InterpreterConnections.com will investigate the complaint and, in its sole discretion, may suspend or terminate the account(s) involved and/or may remove the material from its servers. Subscribers will be notified, by email, within three (7) days of this proceeding. Subscribers who believe their activities may have been misclassified may petition InterpreterConnections.com for renewal of their account.

### Member Content and Code of Conduct

- (a) You are solely responsible for the Content that you publish or post on the Website or send to other Members.
- (b) Subscriber agrees not to violate any intellectual property rights, including uploading or downloading commercial software.
- (c) You agree not to upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable.
- (d) You agree not to misuse the website (including, without limitation, by hacking or cracking).
- (e) You agree not to post any or all of the following, which is a sample only of some of the activities that will be deemed unacceptable and which could give rise to the suspension or cancellation of membership or other rights of action as may be necessary. It will be unacceptable to post any content: that contains false or misleading information;? of people who are under 18 years of age;? involving purely sexual relationships;? containing sexual or suggestive language;? containing references to illegal practices;? containing offence or threatening remarks? containing libellous or unlawful remarks;? which encourages others to break these terms of service.? which involves the transmission of 'junk mail', 'chain letters' or 'Spam'.? that engages in commercial activities such as advertising, contests, lotteries, barter or any other such schemes.
- (f) We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone.

### Privacy

Use of the website is governed by our Privacy Policy.

### Photographs

Any photo provided must be of you only. All images and photographs will be checked and reviewed before being posted to the website and only those pictures which we believe to be genuine will be used. You are not permitted to post

obscene images, images of actors or models, pictures of cartoon characters or other pictures that are not of you. We reserve the right to post your image or any other image, the right to crop images and the right to display the image on different pages throughout the website, and not just on your profile page. You also agree that any hard copy photo sent to InterpreterConnections.com by you will not be returned to you without a SAE.

We reserve the right to refuse any profile or photograph that we feel is inappropriate for this site or make changes to the profile or message. We also reserve the right to add or remove certain services on the website.

#### Member Disputes

You are solely responsible for your interactions with other members of InterpreterConnections.com. However, InterpreterConnections.com reserves the right but has no obligation to monitor disputes between you and other members.

#### Offline Meetings

It is your decision if and when you meet another member offline. Any offline meeting between the users of this Website including member organized events or InterpreterConnections.com organized events is purely the responsibility of each such user.

#### Service Access

While we try to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason it or any partner InterpreterConnections.com service is unavailable at any time for a particular period. Access to the website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

#### Complaints

If you have any complaints regarding the InterpreterConnections.com services please contact us at support@InterpreterConnections.com.

#### User Material

Other than personally identifiable information, which is covered under the Privacy Policy, any material that you transmit or post to this website on through the InterpreterConnections.com services will be considered non-confidential and non-proprietary. The company will have no obligations with respect to such material. The company and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You agree that InterpreterConnections.com may, from time to time, offer promotional rates to new or existing users of the Website or partners sites. You also agree that InterpreterConnections.com may charge additional payment for other services provided on the site.

Interpreter Connections reserves the right to release subscriber information to comply with an investigation into any activity which violates these terms, and may report such activity to the appropriate authorities.

Payment Security: All Credit Card numbers are secured as we use a third party. No credit card details are stored on our servers.

#### Hypertext Links

This website may be linked to or from other websites that are not maintained by us. We are not responsible for the content of those websites. The inclusion of any link to or from such websites does not imply endorsement, sponsorship or recommendation by us of the websites and we disclaim any warranty (expressed, implied or otherwise howsoever arising) about the content and operation of these sites. We disclaim any liability for links: (i) from another website to this website; and (ii) to another website from this website.

#### Use of Client's Contact Information

You agree and consent that we may use your contact information (i.e. e-mail, postal address and/or other contact details) in order to contact you with regard to your use of the InterpreterConnections.com services.

#### Limitation of Liability

(a) Nothing in these terms shall limit our liability for death or personal injury resulting from our negligence, or for fraud.

(b) We will not be liable under this contract for any loss or damage caused whether or not by us or our employees or agents or other members, in circumstances where:-

(i) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;

(ii) such loss or damage is not a reasonably foreseeable result of any such breach;

(iii) there is any increase in loss or damage resulting from breach by you of any term of this contract;

(iv) the losses are business losses, and/or losses to non-consumers.

### Assignment

These terms and the agreement are between you and us. You are not entitled to assign or delegate your rights under them.

### Intellectual Property

All intellectual property and information on this site is ours or is licensed to us and you shall not copy these without our permission. This does not prevent you using this website to the extent necessary to avail of the InterpreterConnections.com services.

### Amendment of the Terms

InterpreterConnections.com reserves the right to amend these Terms and Conditions and will post any changes on the Website. Each time you use this website you will be bound by the then current terms and you should review these each time you make visit the site to satisfy yourself that you are happy with them.

### Severability

These terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law and such determination shall not affect the validity and enforceability of any other remaining provisions.

### Headings

The headings used in these Terms and Conditions are included for convenience only and shall not define, extend, limit or otherwise affect these terms.

### Force Majeure

Neither you nor us shall be liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by circumstances beyond your or our reasonable control, including but not limited to acts of God, war, civil commotion or industrial dispute ("force majeure"). If such delay or failure continues for at least 30 days, the party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing to the other. The party subject to the event of force majeure shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the event.

### Disclaimers

InterpreterConnections.com is not responsible for the conduct, whether online or offline, of any user of the Website. The Terms of Service contained on the website may change from time to time without notice and therefore each time you use this website you should check these terms and any relevant information for yourself. Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to, via or obtained from this website and do not vouch for the character of those other members that you meet on the website, unless otherwise expressly set out on this website.

ALL MATERIALS POSTED ON THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES EXPRESS, IMPLIED OR OTHERWISE HOWSOEVER ARISING. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO LAW, BUT WITHOUT EXCLUDING ANYTHING THAT MAY NOT LAWFULLY BE EXCLUDED IN THE CASE OF CONSUMERS, WE DISCLAIM ALL WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Under no circumstances whatsoever will we be responsible for any personal or psychiatric injury, distress, upset or trauma, loss or damage to you or anyone else resulting from your use of the InterpreterConnections.com services, nor from your access to transmissions posted by others, nor resulting from your reliance upon material posted by others on the InterpreterConnections.com services or to you or other members. We reserve the right but have no obligation to monitor the materials posted on the InterpreterConnections.com services and reserve the right to remove any such material at our sole and unfettered discretion. Notwithstanding our right in this regard, you remain solely responsible for the content of the material you post on the website or to other members.

### Governing Law

These Terms are subject to the laws of the District of Columbia (Washington, DC) and the exclusive jurisdiction of the United States of America.

Your use of this website indicates that you accept these Terms of Service regardless of whether you choose to register with us, or not. If you have any questions, please e-mail us at [support@InterpreterConnections.com](mailto:support@InterpreterConnections.com).

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