



Project SUCCESS Web Site

Terms of Use (7/29/09)

Agreement between USER and Project SUCCESS

The Project SUCCESS Web site ("Site") is comprised of various Web pages operated by Project SUCCESS.

The Site is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of the Site constitutes your agreement to all such terms, conditions, and notices.

Modification of these Terms of Use

Project SUCCESS reserves the right to change the terms, conditions, and notices under which the Site is offered, including but not limited to the charges associated with the use of the Site. Your use of the Site following any such revision shall be governed by the revised Terms and Conditions, and you shall be bound to such revised Terms and Conditions for any use subsequent to such revision. You should, therefore, periodically visit this page to review the current Terms and Conditions.

Links to Third Party Sites

The Site may contain links to other Web sites ("Linked Sites"). The Linked Sites are not under the control of Project SUCCESS and Project SUCCESS is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Project SUCCESS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Project SUCCESS of the site or any association with its operators.

No Unlawful or Prohibited Use

As a condition of your use of the Site, you warrant to Project SUCCESS that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Site.

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Privacy Policy

The Privacy Policy is referenced by, incorporated into and subject to these terms and conditions.

Indemnification

You agree to defend, indemnify and hold Project SUCCESS and its directors, officers and employees harmless from and against any and all claims (including reasonable attorneys' fees and costs) resulting from your acts, omissions, or representations in any way related to this Agreement or your access to, and use of, this Site.

Governing Law; Jurisdiction; Venue

These Terms and Conditions shall be construed solely in accordance within the internal laws of the State of Minnesota, without giving effect to principles of conflicts of laws. Any actions, proceedings or suits concerning or relating to these Terms and Conditions and your access to and use of the Site may only be brought in a court of competent jurisdiction in Minneapolis, Minnesota, or in the U.S. District Court for the District of Minnesota, and each party hereby consents to the jurisdiction and venue of such courts and waives and objections hereto.