

Terms of Use Agreement

Please Carefully Read This Terms of Use Agreement Before Accessing the NatHazMap.com website.

Effective Date: This Terms of Use Agreement was last updated on January 7, 2009.

This Terms of Use Agreement sets forth the standards of use of the NatHazMap.com (NatHazMap.com) website. By using the NatHazMap.com's World Wide Web pages at <http://www.NatHazMap.com/> (the "website") and all associated sites you (the "User") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at <http://www.NatHazMap.com/>. Your continued use of the NatHazMap.com website after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. Disclaimer of Warranties.

The site is provided by NatHazMap.com on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, NatHazMap.com makes no representations or warranties of any kind, express or implied, regarding the use or the results of this website in terms of its correctness, accuracy, reliability, or otherwise. NatHazMap.com shall have no liability for any interruptions in the use of this website. NatHazMap.com disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable.

2. Limitation of Liability

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3. Indemnification

User agrees to indemnify and hold NatHazMap.com, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the NatHazMap.com website, the violation of this Agreement, or infringement by User, or other user of the NatHazMap.com website using User's computer, of any intellectual property or any other right of any person or entity.

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5. Disclaimer Regarding Links to Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the content, availability, or safety of those sites and cannot guarantee that sites will not change without our knowledge, and the inclusion of such links in the NatHazMap.com website does not imply endorsement of the linked sites or their content, images, or additional links contained within any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Users to review said privacy policies of third-parties' sites which are not maintained by NatHazMap.com.

6. Disclaimer Regarding Accuracy of Vendor Information

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Our website is operated and provided in the State of Washington. As such, we are subject to the laws of the State of Washington and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of Washington.

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User assumes all knowledge of applicable law and is responsible for compliance with any such laws. User may not use the website in any way that violates applicable state, federal, or international laws, regulations or other government requirements. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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By Mail

NatHazMap.com
PO Box 45015
Seattle, WA 98145

11. Botnets

NatHazMap.com retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, NatHazMap.com reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

12. Destructive Devices

It is your responsibility to take precautions to ensure that your computer and network are protected from viruses, worms, trojan horses, adware, spyware, spam, malware or any other devices with destructive intent. In no event will NatHazMap.com be liable for any direct, indirect, incidental, special or consequential damages to you for the use of the NatHazMap.com website or for the downloading of files from the NatHazMap.com website.

13. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by NatHazMap.com, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a User. User agrees that by accepting this Terms of Use Agreement, User is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.