

## Terms of Use

Thursday, 09 February 2006

Last Updated Thursday, 16 February 2006

### Terms & Conditions of Use

Last update - February 9th, 2006

The Hideouts ("the Site") is a website developed by Anthony Yockey Holdings and part of TheHideouts.com©. By entering the Site , you are deemed to have accepted these terms and conditions.

These are our terms and conditions for use of the Site, which you may access in several ways, including but not limited to the World Wide Web, digital television and PDA. These terms and conditions apply whenever you access the Site, on whatever device. In these terms and conditions, when we say Hobby Hideout, we mean this Site, regardless of how you access it. By using the Site, you are deemed to have accepted these conditions.

### Changes to these Terms & Conditions

We can change these Terms at any time, without notice, and your continued use of the Services after any change we make will mean that you agreed with the changes. **IN THE EVENT THAT YOU DO NOT AGREE TO ANY CHANGE, PLEASE DO NOT ACCESS OR USE THE SERVICES IN ANY MANNER FOR ANY PURPOSE.**

### Information Posted by You

By completing the Site's User registration form and by entering your email address and password, you will be deemed to have accepted these terms and conditions. Also, by signing up for any of the Site's online services (including but not limited to : email news headlines, competitions, news archive), you are deemed to have accepted these terms and conditions.

During the registration process, you agree to give us true, accurate and complete information about yourself, and to update this information when it changes. If you do not update it, we may suspend or terminate your use of the Site or any of the Hobby Hideout Sites. Any personal information that you provide to us is subject to the terms of our privacy policy.

When you register, you will choose a password so that you can access your account with us. You agree that you will keep this information confidential. You are completely responsible for activities that happen under your account and password. If you think there has been unauthorised use of your account or password, you agree immediately to notify Hobby Hideout and co-operate with us to resolve it. You understand that if you do not follow the terms of this paragraph, we may suspend or terminate your use of this Site or the Hobby Hideout Sites.

You will not do anything that would assist anyone who is not a registered user to gain access to any registration area of the Site. You do not maliciously create additional registration accounts for the purpose of abusing the functionality of the Site, or other users; nor do you seek to pass yourself off as another user.

### Indemnity

You understand that you are personally responsible for your behavior while on the Hobby Hideout Sites, and agree to indemnify and hold Hobby Hideout and its parent, subsidiaries, affiliates, and their officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including legal fees and costs) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Services, access to the Hobby Hideout Sites, your violation of either these Terms or the rights of any third party, disclosure of membership passwords and any other matter in connection with your participation in the services on the site.

You agree to use the Site only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Site. Prohibited behaviour includes harassing or causing distresses or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Site.

We can terminate your access to the Site or the Services at any time. We may also remove any Member Content that you post without cause and without notice to you. This includes all materials related to your use of the Services or membership, including email accounts, postings, profiles or other personalised information you have created while on the Site.

#### Contributions to the Site

Where you are invited to submit any contribution to the Site (including, but not limited to, any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant the Site a perpetual, royalty-free, non-exclusive, sublicenseable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the Site's Privacy Policy. If you do not want to grant to the Site the rights set out above, please do not submit your contribution to Site.

Further to the above paragraph, by submitting your contribution to the Site, you warrant that your contribution:

- is your own original work and that you have the right to make it available to the Site for all the purposes specified above
- is not defamatory; and
- does not infringe any law; and
- indemnify the Site against all legal fees, damages and other expenses that may be incurred by the Site as a result of your breach of the above warranty; and
- waive any moral rights in your contribution for the purposes of its submission to and publication on the Site and the purposes specified above.

Please note: the contributor or the owner of the photograph(s) still owns the copyright in the photograph(s) sent to the Site and are free to republish the photograph(s) wherever the contributor or the owner wish and in whatever medium the contributor or the owner want.

#### Data protection

If you have registered on the Site's User registration form you may receive periodic emails from the Site regarding changes to Terms of Use, changes to the Privacy Policy, Special Announcements, Regular Announcements and such.. We will not share your email address with other sites or marketing firms (see Privacy Policy also).

#### Advertising on the Site

Parts of the Site contain advertising and sponsorship. Individual advertisers are solely responsible for the content of advertising material, which they submit to us, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein.

#### Force majeure

Hobby Hideout does not warrant that functions contained in the Site content will be uninterrupted or error free, that defects will be corrected, or that Hobby Hideout or the server(s) that makes it available are free of viruses or bugs.

#### Other Websites

The Hobby Hideout website contains links to other websites. Hobby Hideout is not responsible for the privacy practices or the content of such websites.

#### Jurisdiction

This agreement is governed by United States and State of Ohio law and the parties agree to submit to the exclusive jurisdiction of the United States and the State of Ohio courts.