

Thenerdstop.com Terms of Service

GENERAL NOTICE:

The following are the Terms of Service for “Thenerdstop.com” and for the services available through or at the Thenerdstop.com web site, (The “Services” or a “Service”). This “Agreement” is a legal agreement between a Blog/News/Retailer Service/Social Network enrolled at Thenerdstop.com and TNS (Thenerdstop.com), its suppliers and licensors’ concerning the operation of the Thenerdstop.com site as a Member, use of any or all of its service and commitments made as a Member to Thenerdstop.

The services include access to content both free and paid in addition to interactive services available through Thenerdstop. Thenerdstop is owned and operated by Thenerdstop Inc., a Canadian Corporation based and operating out of Ontario, Canada. Unless otherwise indicated in this agreement, All communications with Thenerdstop.com / Thenerdstop.com should be directed to Thenerdstop by email to tos@thenerdstop.com, or by mail to:

Thenerdstop,
6378 Lisgar Drive,
Mississauga, Ontario,
L5N6X1, Canada.

For the Subscription service, which includes but is not limited to “My Subscription” and “Add to My Subscription”, a Member may on be entitled to these services under the conditions for free.

By signing up and checking the box “Agree to Terms” it acknowledges that these Terms of Agreement have been read during the registration process; and that you agree to be bound by the Terms as detailed herein.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CHECK THE ACKNOWLEDGEMENT BOX AND DO NOT ATTEMPT TO PURCHASE OR USE THE SERVIVCES WITHIN THE THENERDSTOP.COM WEB SITE.

REGISTRATION:

Thenerdstop does not require registration to access or view information available on the web site. Registration is required for the interaction of members and access to the services available on Thenerdstop. Basic registration is also required to participate in various online services, including but Not limited to, forums, blog, friends, subscription tracking, retailer services and other services as indicated throughout the site.

You agree that any content found on Thenerdstop.com is copyright and can be used by Thenerdstop.com unless it has been legally copyrighted by other parties and companies at which they retain all copyrights.

You agree by registering that you not file / complain / charge Thenerdstop.com about any material found on this website through courts / police or any sort of threats. You agree to never ask to remove any material from this website without our approval, and agree to never sue or press charges against Thenerdstop.com.

Some content is only viewable by registration, any member(s) / representatives of Expertcomics.com / IComic.ca for fit and waive there rights against any legal action against the owners / operators of Thenerdstop.com through viewing and registration of Thenerdstop.com as members. Any member of Expertcomics.com and their parent business found registered on Thenerdstop.com waive any previous contract and legal action with the owner of Thenerdstop.com including any competition clause still in effect. Any member found registered from Expertcomics.com and their parent companies will be removed without notice as agreed once registered. Any blog / reviews / videos or references to Expertcomics.com and their parent company will not be met with any legal action or threats / charges or complaints of copyright infringements once either registered or viewing any content or page including the homepage of Thenerdstop.com. As a member you agree that these terms were read during any visit and every visit to Thenerdstop.com may it be a registered member or a non registered member including any members of Expertcomics.com and their parent companies.

You agree to provide complete and accurate information in your registration process and you agree not to provide any registration that is false, misleading or incorrect. You also agree to notify us if any of your registration information changes.

If at any time we have reason to believe that any of registration information is inaccurate, untrue, Incomplete or otherwise falsified, we reserve the right to terminate this Agreement. Additionally, we Reserve the right to refuse to grant you a specific username that may be misconstrued as another Individual, or that may be illegal, protected by the trademark or other proprietary right laws, is offensive or vulgar, may cause confusion to others, or any other instances as determined by our discretion.

ACCESS TO SERVICES:

- ONLY ONE INDIVIDUAL CAN ACCESS THE SERVICE WITH A SPECIFIC USER ID
- NO INDIVIDUAL MAY HAVE MORE THAN ONE USER ID WITHIN THE SERVICE
- A USER ID MAY ONLY ACCESS THENERDSTOP.COM FROM ONE COMPUTER AT ANY GIVEN TIME
- SUBSCRIPTION MEMBERSHIPS ARE AVAILABLE, BUT EACH MEMBER WILL BE REQUIRED TO HAVE HIS/HER OWN UNIQUE USER ID.

REGISTRATION SECURITY / USER ID AND PASSWORD:

Thenerdstop takes privacy and confidentiality seriously. Credit card numbers, personal information, billing information and any other personal information is held in the highest privacy. To protect the Security of your credit card information, Thenerdstop employs industry-standard Secure Sockets Layer (SSL) technology. Thenerdstop also encrypts credit card numbers when orders are stored. Thenerdstop's merchants and partners operate their own services, and are responsible for their own unique privacy policies. Thenerdstop's merchants are solely responsible for how they use the information they acquire from or clients, and they should be reviewed as being completely independent from the privacy policy of thenerdstop.

Please review our Privacy Policy for further information.

TERMINATION:

A Member may cancel Services at any time; however Thenerdstop will not refund any unused portion of premium subscription fees. Thenerdstop may terminate this Agreement, and access to its Services and /or Subscription Services if, in our judgment, should there be a violation of any part of this Agreement of any sub-agreement for specific services and/or Subscription Services including Forums or Blog, Messaging, any service related feature on Thenerdstop.com. In this instance, Thenerdstop will not refund any unused portion of subscription fees already billed from an account.

In addition, Thenerdstop reserves the right to terminate this Agreement at any time and without cause. Upon cancellation, Thenerdstop may, or may not, remove all chat archives, Forum posts, and other content provided or posted by the registered Member. Upon termination of this Agreement, by a Member or thenerdstop, the Member shall immediately discontinue use of all the site's services.

E-MAIL NOTIFICATION FOR REGISTRANTS:

Thenerdstop utilizes e-mail it's the primary means of contacting registered users of the web site Concerning billing, fees, renewals, changes in services, upgrades, accessing content, promotion of services and new features. Members Agree, as basic or premium registrants, that Thenerdstop may send service-specific emails to the Primary email address provided with each registration and/or to a Member's Thenerdstop e-mail Account should a Member choose to have an Thenerdstop owned and operated e-mail account.

As service specific email is critical and necessary for any Member to receive the critical updates, all Members will receive this type of email even if they have opted out of receiving other e-mail (such as e-alerts and the weekly newsletter) from thenerdstop.

If a Member wishes to not receive service specific emails, registration must be cancelled for all services as detailed in this Agreement. Thenerdstop holds your e-mail and related personal information in strict confidence in accordance with our Privacy Policy. Members will not receive SPAM or other unsolicited emails from Thenerdstop that are not directly related to the site, its products, promotions or essential updates. Otherwise Members will only receive e-mail notifications and e-alerts that have been subscribed to through the site. With the exception of essential communications as basic or premium subscriber, each optional communication. We do not sell or rent lists of Thenerdstop user ids, and therefore you should not receive SPAM or other unsolicited email messages from companies outside Thenerdstop claiming to be thenerdstop. However, should a Member receive SPAM or other form of unsolicited emails that they believe may be an abuse of any thenerdstop service, please contact us immediately at tos@thenerdstop.com.

CONTENT LICENSE AND REQUIREMENTS:

The content made available through Thenerdstop is the property of and copyright, and/or may be the Property of the authors, content partners, publishers, licensors, and is protected by copyright and Intellectual property laws. You may display or print the content available through Thenerdstop for Personal use only; commercial use of any content, in whole or in part is strictly prohibited. Content may Not be reused, rebroadcast, or redistributed on the web, print or elsewhere without the prior written Permission of Thenerdstop and/or the specific content provider. Some material may be available for Non-commercial training purposes. For any further information please email tos@thenerdstop.com. Members agree to use the content and services within Thenerdstop in a manner that complies with all

Applicable laws in the jurisdictions in which they are applied, including application restrictions on Copyright and intellectual property rights. As outlined above, Members may not permit other individuals to access content and services within Thenerdstop by utilizing their private user account.

LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL THENERDSTOP BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE THENERDSTOP.COM SITE OR MATERIALS OR FUNCTIONS ON ANY PORTION OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO MEMBERS. IN NO EVENT SHALL THENERDSTOP TOTALLY LIABILITY TO MEMBERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT [INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE], OR OTHERWISE) EXCEED THE AMOUNT ACTUALLY PAID BY A MEMBER, IF ANY, FOR ACCESSING THENERDSTOP.COM AND ITS SERVICES.

RIGHT TO TERMINATE OR MODIFY AGREEMENT, SERVICES:

Thenerdstop may modify or terminate the Terms of Services agreement, including but not limited to price, content, types of services, upon notice to the Member. In the event of a change, Members may Terminate this agreement and any services via written notice to thenerdstop. Such notice of change or Termination of this Agreement and/or of services may be provided by email or by posting the changes in an appropriate location on the web site.

In the event of a change that materially reduces a service; a Member may cancel their subscription for that specific service. This Agreement shall automatically terminate if failure to comply with any term within or in the Terms of Service of a sub-feature including, but not limited to, chat, forums, blog, messages and retailer services.

Thenerdstop reserves the right to terminate and/or void any transactions and/or item(s) that may in whole or in part be erroneous, fraudulent or suspicious due to any unintentional technical or database error. Should the result of any such occurrence be deemed fraudulent or malicious, perpetrators shall be prosecuted to the full extent of the law.

PRIVACY – GENERAL OVERVIEW:

Every Member is required to have an Thenerdstop account to use certain free services and all premium services. Personal information provided to Thenerdstop is governed by the Thenerdstop privacy policy at as published on the web site (Privacy Policy URL). A Members election to use the free or paid services indicates acceptance of the terms of the Thenerdstop Privacy Policy. It is a Members responsibility to review it carefully and to contact Thenerdstop if there are any questions regarding the content treatment of personal information you provide to us.

To summarize key terms of the Thenerdstop Privacy Policy: Information collected in thenerdstop Accounts may include name, e-mail address, age, gender, location information, product and access

Information, systems information, content preferences, purchase information and credit card billing Information. This information is stored locally in cookies on a user's personal computer and on Thenerdstop's servers and is sent to and from such servers as part of routine communications that support the services provided. Thenerdstop uses this information to:

- Verify access rights to premium content, services or software
- To provide information about products, services, news and events
- To allow purchases and access services and offers
- To provide Members with advertising, promotions and special offers Thenerdstop feels may be of relevance based on preferences and other information provided to us
- To provide with personalized content programming and services
- For license reporting, billing and assessment of service levels
- To better understand how and which of services are used, monitor traffic levels and user patterns, and Track the types of content and services which are most popular among users

CHATS, FORUMS AND OTHER ONLINE COMMUNICATION:

Thenerdstop hosts a variety of online instant and archived communication, including, but not limited to Chat, hosted discussions, message boards (forums), profiles and e-mail. Each of these Services may include their Own Terms of Service with specific rules, regulations and guidelines for use of the said service. Participation in any of these Services binds the user to this agreement and the Terms of Service of that said service.

Such services are intended to serve as discussion and information centers and as additional resources for Thenerdstop members. Information provided within may be provided by Members, contributors, staff or others connected or not connected with thenerdstop, some of whom may use anonymous screen names and/or aliases. Messages or statements posted by individuals within these services may be deceptive, incorrect, not factual, misleading or otherwise false, intentionally or unintentionally. Thenerdstop does not endorse nor are we responsible for any opinions, advice, content, omissions, Hyperlinks, images, articles, information or statements made or displayed within these services by third parties. Under no circumstances are thenerdstop, our partners, contributors or suppliers, or their agents, liable for any loss or damage caused by Members reliance or beliefs of information contained within these discussion-type services. The opinions and information expressed within these services is solely that of the poster, and does not reflect that of the opinions of thenerdstop, or any of its affiliates or partners. While we attempt to respond to specific issues and complaints that are brought to our attention, we have no obligation to monitor the content of these areas.

Members acknowledge and agree that Thenerdstop has the right to monitor any transmission made through an Thenerdstop service, including, but not limited to, chat, forums, profiles, emails and Thenerdstop hosted or affiliated e-mail, to alter and remove any materials without limitation, to remove any user and to terminate this agreement for any real or perceived violation of this agreement or that of a specific service, or for no reason whatsoever. We will disclose such materials and circumstances surrounding its transmission to any third party, including law enforcement and legal officials, in order to operate our web site properly, to protect thenerdstop, its sponsors, and its Members and visitors.

NOTICE SPECIFIC TO MATERIALS AND LINKS AVAILABLE ON THIS WEBSITE:

Use of any copyrighted materials, including but not limited to text, photos, graphics and sounds, is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent of the law possible. Elements of Thenerdstop websites are protected by trademark and copyright laws and may not be copied or imitated in whole or in part. No Logo, graphic, sound or image from any website may be copied or retransmitted unless expressly permitted by thenerdstop. Thenerdstop reserves the right to revoke such permission without notice. THENERDSTOP AND/OR THEIR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON ITS SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THENERDSTOP.COM AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THENERDSTOP AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THIS SERVER. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THENERDSTOP AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME. IN NO EVENT SHALL THENERDSTOP AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THIS SERVER. LINKS TO THIRD PARTY SITES WILL LET YOU LEAVE THENERDSTOP.COM. THE LINKED SITES ARE NOT UNDER THE CONTROL OF THENERDSTOP AND THENERDSTOP IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. THENERDSTOP PROVIDES THESE LINKS TO USERS ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY THENERDSTOP OF THE SITE.

MISCELLANEOUS:

CHOICE OF LAW; CHOICE OF FORUM; WAIVER OF JURY TRIAL. This Agreement is governed by the laws of Ontario and of Canada. Any dispute or lawsuit against Thenerdstop which concerns this agreement or which may arise in any manner out of the use or operation of the Thenerdstop.com website shall be brought solely in a Provincial or Federal court in and service the greater Toronto area, Ontario, unless Thenerdstop consents in writing to an alternate court or forum. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY SUCH DISPUTE OR LAWSUIT.

COPYRIGHT NOTICE. Copyright ©2010, Thenerdstop, 6378 Lisgar Drive, Mississauga, Ontario, L5N6X1, Canada. All rights reserved.

TRADEMARKS - thenerdstop, Thenerdstop.com, thenerdstop.ca, tns, Thenerdstop.ca, Thenerdstop.net and other section titles are trademarks of Thenerdstop. Inc. Other Product and company names mentioned herein may be the trademarks of their respective owners. Any Rights not expressly granted herein are reserved.