

ChangeInTerms.com

Terms of Service Agreement

By using this website, registering and/or submitting your comments or any materials, information or content whatsoever, you are agreeing to the following Terms of Service:

By using this website, registering and/or submitting your comments or any materials, information or content whatsoever, you are agreeing to our Terms of Service Agreement, Promotional Materials Usage Agreement, our Privacy Policy, and other site policies. We reserve the right to make changes to and/or modify all such Agreements and policies from time to time and at our sole discretion; posting any such changes on this website shall constitute sufficient notice being given to any registered user, new or returning site visitor.

Our primary objective is to provide a public forum which allows individuals to participate in thwarting anti-consumer practices on the part of credit card companies. As a site visitor, comment, information, or other content submitter, you are a vital part of our efforts. Our aim is to provide relevant, useful content to aid individuals who are making important choices about credit cards and their usage (or avoidance) in the context of career, business and lifestyle alternatives. On behalf of our visitors, we thank you for your contributions in that regard. Please follow our submission guidelines carefully to ensure the successful publication of your comments and associated content:

I. DEFINITIONS

ChangeInTerms.com is a publisher (e.g., producer and distributor) of information and media which may include Web content on specific Web sites, i.e., this site as well as other sites that it may own or be associated with directly, or with which it may maintain strategic alliances, affiliations, agreements and business relationships, now or in the future. Our business interests extend to a variety of electronic and traditional print mediums to include (but are not limited to): e-zines (electronic magazines), newsletters, electronic compilations, information booklets, reports, books and e-books (electronic books), Web sites, audio and video media, live events (such as seminars, trade exhibitions, awards and recognition programs), and any other means by which we may in our own best judgment efficiently reach and serve our audiences. Therefore, any reference to ChangeInTerms.com shall be considered synonymous with us as the "publisher" of stories, comments, information and associated content (such as biographical information, tips, advice, favorite quotes, photos, images, text, audio or video) that may be submitted to us by you as the original "author" and owner of that content. Author submissions constitute an "Agreement" that you understand and will follow our guidelines, content submission and usage policies; generally, you as an author are submitting content (and the rights to publish and promote that content) to us as the publisher for dissemination to our Web site visitors and consumers by any other means as described above.

II. PERMISSION GRANTED

By submitting your comments or any materials, information or content to ChangeInTerms.com you are granting your permission (and all necessary rights under U.S. and International Copyright Conventions) to publish and promote (e.g., through media releases and other marketing communications efforts) your comments or any materials, information or content as defined in Section I., above. If you do not agree to our policies or meet the authorization

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III. AUTHOR ACKNOWLEDGEMENT

It is the publisher's policy to collect and display certain information such as author by-lines, biographical information, photographs and images, affiliations, and similar contact information such as regular mail and e-mail addresses, telephone numbers, URL's, and the like for purposes of providing public recognition and other potential benefits for authors and their businesses, if the submitter of comments or any materials, information or content wishes to be so recognized (if not, do not submit comments or any materials, information or content). Authors should provide all such information as requested in the submissions process; this policy extends to all of its publication mediums as described in the above DEFINITIONS Section, and is subject to the provisions outlined in the DISPLAY Section below; such acknowledgements provided to authors by the publisher and any recognition or other benefits that may accrue to authors shall be considered value received and compensation in full to authors by the publisher. Because any submitted information and associated content may become publicly visible, it is essential that you review our Privacy Policy Statement, which is incorporated herein by reference.

IV. DISPLAY

The publisher reserves the right to make formatting adaptations, editorial changes, and other decisions that affect the publication and display of all submitted comments or any materials, information or content at its sole discretion. Examples may include (but are not limited to):

- 1) Copy editing to implement any corrections that may be necessary to eliminate typos or grammatical errors (notwithstanding this editorial privilege granted to the publisher, submissions that fail to meet acceptable quality standards may be rejected entirely or sent back to the author for revisions).
- 2) Submissions are not automatically granted publication or display space, and any publication is at the sole discretion of the publisher.
- 3) The publisher may determine if, when, where and how information about the authorship and acknowledgements associated with any comments or any materials, information or content (or portions thereof such as author name versus contact information, et al.) will be displayed, depending on the particular type of medium or method of dissemination, display constraints, or aesthetic considerations that may apply, as determined by the publisher. Author by-lines are normally displayed at the beginning and/or the end of a given submission of comments or any materials, information or content (where applicable, as deemed

to be the case solely by ChangeInTerms.com), but in some publication forms or mediums acknowledgement may be given in a bibliographic or a similar (separate) author credits section; the publisher also reserves the right to place limits and exercise editorial discretion with respect to acknowledgements: authors should provide a succinct list of durable and reliable ways through which they may be contacted, should they wish to be contacted.

4) No submission is guaranteed preferred positioning, exclusivity, or display space by itself without accompaniment by other content which may include promotional, advertising, editorial, affiliate, or other matter.

5) All aesthetic, design, creative, layout and production decisions are at the discretion of the publisher (because design and production decisions do ultimately affect development, publication and dissemination costs, usability, and desirability in every medium, whether it may be traditional print or electronic in nature).

6) While the publisher will naturally attempt to continually maintain current and relevant information as part of its service to its users (including authors' information), it is under no obligation to do so: authors acknowledge that some mediums are inherently subject to aging (such as printed materials), and that it is their obligation to provide up-to-date contact information as well as any suggested updates to previous submissions (including the suggested new content itself). In connection with the issues surrounding information maintenance expressed in this section, it is further understood that the publisher shall also have the right to provide indexing, storage and retrieval systems and/or organize comments or any materials, information or content in any manner it deems appropriate, and may categorize comments or any materials, information or content by topic, date, or any other hierarchical pattern, including that which may ultimately be held in archives.

V. EDITORIAL GUIDELINES

If you have sound advice that pertains to credit cards, it is extremely likely that our audience would appreciate your comments or any materials, information or content, and we would be delighted to publish your submission as long as it meets our guidelines and serves our audiences. If you have an article or advice that is to be conveyed in a context other than topics pertaining to credit cards (or related issues, e.g., regulation, economic impact, et cetera), please do not submit your content to this site.

We will publish your acceptable material as fast as we can, and we look forward to your continued success!

1) We would really prefer to AVOID becoming involved in policing comments or any materials, information or content, so please do not engage in practices such as writing a sales letter, submitting work that is filled with typos and other errors, or otherwise submitting content of unacceptable quality. Engaging in libelous, defamatory, or other inappropriate writing practices will result in content being rejected and possible additional action (such as site banishment and/or litigation). We believe that we have created a significant window of opportunity for you to provide interesting, informative, and entertaining content that can possibly reach an important audience of significant size. Therefore, please submit your best work and protect your image as well as our viability as a publishing outlet for you by submitting quality content, accurate, and relevant information.

2) Material omissions, falsification or other purposeful acts of misrepresentation are strictly unacceptable and shall result in site banishment and the revocation of any rights or privileges granted hereunder as well as additional consequences such as possible litigation against the submitter.

VI. INDEMNITY

Notwithstanding any of the publisher's rights, privileges or other provisions herein, in submitting any comments or any materials, information or content, you are agreeing to INDEMNIFY, protect, and hold harmless ChangeInTerms.com as publisher, its affiliates, business associates, or assigns, from any and all claims that may arise whatsoever, such as those arising from false, misleading, inaccurate, libelous, defamatory, negligent or erroneous statements you make, or unauthorized content and ownership claims (e.g., copyright violations) in association with content that you submit. In accordance with the Digital Millennium Copyright Act (DMCA), this site will cooperate with notices that are in connection with legitimate claims of copyright infringement, sometimes known as "takedown notices," and specifically disclaims responsibility for your inappropriate and/or illegal acts; we reserve the right to seek damages for any costs or consequences arising as a result of your inappropriate and/or illegal acts. Individual copyright owners who wish to contact us in regard to any allegations pertaining to copyright violations may do so using our online contact information.

VII. WARRANTY

THIS SITE AND ITS CONTENTS ARE PROVIDED AS-IS, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. We also specifically disclaim any and all responsibility for the representations made by: 1) independent persons or contractors (e.g., ChangeInTerms.com Editors and Advisory Board Members); 2) individuals (e.g., Registered Users) whose content we display; and 3) any third party sites whose links we may display, or which may link to us, including sponsors, advertisers, and Websites identified as friends, supporters, associates, affiliates, marketing or business partners, resource links, or the like.

VIII. DISPUTES AND LEGAL CLAIMS

Choice of Law and Venue

This Terms of Service Agreement shall be interpreted under the laws of the Buncombe County, State of North Carolina, USA. Any/all disputes or litigation shall be resolved by a court of competent jurisdiction in Buncombe County, State of North Carolina, USA.

Attorneys Fees

In the event of any dispute and/or litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

Severability

This Terms of Service Agreement shall remain enforceable even if part of the Agreement is later held invalid, i.e., if any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the

intentions of ChangeInTerms.com. All remaining provisions of this Agreement shall remain in full force and effect.

Non-Waiver

The failure of ChangeInTerms.com to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Entire Agreement

This Agreement and the items incorporated herein by reference contain the entire Agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior postings, Agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

IV. CONTENT SUBMISSION INSTRUCTIONS

All content should be submitted using the specific instructions and forms provided on this Web site.

By submitting your comments or any materials, information or content whatsoever, including personal information, you are agreeing to our Terms of Service; if you do not agree to these Terms of Service, do not submit your your comments or any materials, information or content whatsoever, including personal information.