

# Terms

Contributed by Web master  
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Terms of submission to Red Flag Directories:

## DESCRIPTION OF SERVICE

Red Flag Tech Ltd. provides users with access to a collection of resources, including, various communications tools, search services, and branded programming through its network of properties (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Red Flag Tech Ltd. to provide the Service. You understand and agree that the Service is provided "AS-IS" and that Red Flag Tech Ltd. assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

## YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United Kingdom. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Red Flag Tech Ltd. has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Red Flag Tech Ltd. has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

## Red Flag Tech Ltd. PRIVACY POLICY

Red Flag Tech Ltd. does not rent, sell, or share personal information about you with other people or nonaffiliated companies. You acknowledge that Red Flag Tech Ltd. may or may not pre-screen Content, but that Red Flag Tech Ltd. and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, Red Flag Tech Ltd. and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable (for any reason it judges). You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Red Flag Tech Ltd. or submitted to Red Flag Tech Ltd., including without limitation information in Red Flag Tech Ltd. Message Boards, and in all other parts of the Service.

## CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Red Flag Tech Ltd. does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Red Flag Tech Ltd. the following world-wide, royalty free and non-exclusive license(s), as applicable: With respect to Content you submit or make available for inclusion on publicly accessible areas of Red Flag Tech Ltd., the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific Red Flag Tech Ltd. category to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Red Flag Tech Ltd. removes such Content from the Service.

## INDEMNITY

You agree to indemnify and hold Red Flag Tech Ltd. , and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

## NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## MODIFICATIONS TO SERVICE

Red Flag Tech Ltd. reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Red Flag Tech Ltd. shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Red Flag Tech Ltd. shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Red Flag Tech Ltd. has no control over such sites and resources, you acknowledge and agree that Red Flag Tech Ltd. is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Red Flag Tech Ltd. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## Red Flag Tech Ltd. PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Red Flag Tech Ltd. or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Red Flag Tech Ltd. grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Red Flag Tech Ltd. for use in accessing the Service.

## DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Red Flag Tech Ltd. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Red Flag Tech Ltd. MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Red Flag Tech Ltd. OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

## LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Red Flag Tech Ltd. SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Red Flag Tech Ltd. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

## EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

## NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

## TRADEMARK INFORMATION

Any Red Flag Tech Ltd. logos, Red Flag Tech Ltd. trademarks and service marks and other Red Flag Tech Ltd. logos and product and service names are trademarks of Red Flag Tech Ltd. (the "Red Flag Tech Ltd. Marks"). Without Red Flag Tech Ltd. prior permission, you agree not to display or use in any manner, any Red Flag Tech Ltd. Marks.

## SUBMISSION GUIDELINES

Websites added to the Red Flag Tech Ltd. Directory should be quality sites that add original content and value to the directory. We are building the best directory on the net.

Sites which have one or more of the following qualities should not be listed:

- Any firearms, explosives, or weapons.
- Any items that are indecent or obscene, that are hateful or racially, sexually, ethnically or otherwise objectionable, that contain indecent pornography, that are otherwise pornographic in nature, or are harmful to minors.
- Any items that are counterfeit or stolen.
- Any goods or services that do not, in fact, exist.
- Any items that violate or infringe the rights of other parties.
- Any items that you do not have the legal right to sell.
- Any sites that contain hidden text, redirects, excessive keyword stuffing, cloaks, or anything else that may classify as spam.

Red Flag Tech Ltd. reserves the right to delete any objectionable sites.

Sites that contain only affiliate links, with content provided by the associated partner, should not be listed. You can often recognize these sites by their links and by their URLs, which contain referral IDs.

## Hate, Illegal, Pornographic and Violent Sites

Sites which advocate violence or illegal acts against a person or group of people will not be listed. Sites containing visual representation of extreme violence or ludeness should not be listed. Sites that contain pornographic text or images should not be submitted. This includes sites that contain links to sites with such material via text links or banners.

The majority of most non-pornographic sexual content sites may be deemed acceptable. Sites may include nudity, IF the nature of the material is not to arouse the viewer. Examples of such sites would include those which are educational or medical in nature.

## How to Write a Title:

Use the correct title. Keep the title brief. Some titles will need abbreviations in order to fit in the allotted space.

Use proper abbreviations.

Use initial caps in titles. Do not use all CAPITAL LETTERS.

Write a brief, objective phrase or sentence about the site, and what it offers or features about the product or service.

Use correct grammar, spelling and punctuation. Proofread your descriptions.

Do not use the site title in the description.

Do not capitalize the first letter of every word in the description.

Do not use marketing slogans or offer subjective opinions, positive or negative.

Write descriptions in English, and notate in the description if the site is multilingual or only available in a language other than English.

## GENERAL INFORMATION

Entire Agreement. The TOS constitute the entire agreement between you and Red Flag Tech Ltd. and govern your use of the Service, superceding any prior agreements between you and Red Flag Tech Ltd.. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Red Flag Tech Ltd. services, affiliate services, third-party content or third-party software. Choice of Law and Forum. The TOS and the relationship between you and Red Flag Tech Ltd. shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and Red Flag Tech Ltd. agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Suffolk, New York. Waiver and Severability of Terms. The failure of Red Flag Tech Ltd. to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. No Right of Survivorship and Non-Transferability. You agree that your Red Flag Tech Ltd. account is non-transferable and any rights to your Red Flag Tech Ltd. I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.