

Terms of Use

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1. retain all copyright, trademark and propriety notices,
2. do not create any derivative works from the Content,
3. do not use the materials in a manner that suggests an association with any of our products, services, events or brands, and
4. do not download quantities of materials to a database, server, or personal computer for reuse for commercial purposes.

You may not copy, reproduce, republish, display, sell, upload, post, disassemble, reverse-engineer, transmit, exploit or distribute the Content or any modified version of the Content in any way or for any other purpose unless you get our written permission first (which we rarely give). Neither may you add, delete, distort or misrepresent any content on the Southhillcompost.com site. Any attempts to modify any Content, or to defeat or circumvent our security features is prohibited.

To be very specific, you are not allowed to post our Content to social networks (such as Facebook, Google+, etc.) or public galleries (such as Google Docs, Docstoc.com, Scribd.com, etc.). However, you are welcome to recommend and discuss the Content and link to the appropriate page on Southhillcompost.com.

We do not transfer title of the software or Content to you. That means that we retain full and complete title to the Content and to all of the associated intellectual-property rights.

If you have any question about how you may or may not use our Content, either for personal, educational, research, non-profit, or commercial purposes, please just [Contact Us](#). As a general rule of thumb, if you don't think that we will agree to your request, then you are probably right. Please note, violation of this license may result in consequences in the "here-after" as well as prosecution to the full extend of the law.

Submissions

In these Terms of Use, We use the word "Submissions" to mean text, ideas, suggestions, ratings, survey responses, comments, spreadsheets, documents, files, concepts, artwork, illustrations, pictures, photos, drawings, videos, music, sound recordings, characterizations, usernames, profiles, likenesses, biographical information, and other similar material that you submit, post, upload, embed, display, share, or otherwise distribute through our website or via email you send to us.

By Submitting your content, you automatically grant to Southhillcompost.com, or warrant that the owner of the content as expressly granted, the non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, fully transferable, worldwide, sub-licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create collective or derivative works from, distribute, perform and display your content in whole or in part and to incorporate them in other works in any form, media, or technology now known or later developed, for any and all purposes including advertising, marketing, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any person or entity.

You agree to have your Submissions reviewed by us, and we reserve the right at our sole discretion to modify, to publish, or not to publish your Submissions.

You agree that you may only upload to or transmit through Southhillcompost.com content that is owned by you or for which the owner has given you express permission for distribution on the Internet. You warrant and represent that you either own or otherwise control all of the rights to your Submissions, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use.

You agree that your Submission will not violate any of the **Rules of Conduct** described below.

It is your sole responsibility to ensure that your postings do not disclose confidential and/or proprietary information, including information covered by a nondisclosure agreement, that you are not authorized to disclose. We caution you to not disclose personal information about yourself or your children, such as social security numbers, credit card numbers, names of children, birth dates, etc.

You agree to indemnify and hold Us and Our affiliated companies harmless for any and all claims or demands, including reasonable attorneys' fees, that arise from or otherwise

relate to your use of our Services, any content you submit, or your violation of these Terms or the rights of another.

Suggestions and Ideas

We welcome comments about our products and services. However, to avoid misunderstandings, we ask that you do not send us your (or someone else's) creative ideas unless you fully understand these Terms of Use. We ask this to avoid misunderstandings that may arise if the work of our creative staff is or ends up being similar to your (or someone else's) work and to ensure that you realize that Submitting your ideas does not entitle you to compensation or attribution.

If your Submissions (see the previous section) contain ideas in the form of suggestions, notes, requests, drawings, concepts, or other information (collectively, the "Information"), we will not be obligated to hold these Ideas confidential. We will not be obligated to reference or acknowledge your Submission, and we will not be liable or owe any compensation to you for the use or disclosure of the Information, other than such liability that arises because of copyright, trademark, or patent laws.

If you wish to protect your ideas and communicate with us confidentially, or under a non-disclosure agreement, please contact us to set up an agreement before submitting files or communicating your ideas.

Rules of Conduct

You agree that your Submissions will not contain anything that:

- is illegal, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- infringes or violates the rights of a third party including materials for which you do not own the rights to or are authorized to distribute
- is commercial, business-related or advertises or offers to sell any products, services or otherwise, or includes solicitations for contributions or donations
- contains a virus or other harmful component
- does not pertain to the topic or theme of the relevant posting

- is flaming, spamming, flooding, trolling, or griefing (terms generally understood and used on the Internet)
- is intentionally inaccurate or untrue

You agree to report to us any violation of these Rules of Conduct that you encounter on our site. You also agree to not hold us responsible for the actions of others who may be in violation of these terms of use.

Accounts

If you use services on Southhillcompost.com that require to create and maintain an account, you agree to provide, maintain and update true, accurate, and current information about yourself (the "Registration Information"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's or business's username, trademark, password or other account information, or another person's name, likeness, image or photograph. In addition, you agree that it is your responsibility to exit from your account at the end of each session. You are especially cautioned not to log in to your account when using any computer but your own (for security reasons).

We may at our sole discretion, suspend or terminate your account and your ability to use this site or portion of the site if you fail to comply with these terms of use, infringe copyright, submit inappropriate materials or spam, or for any other reason whatsoever.

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SOUTHHILLCOMPOST.COM WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY OF ITS SITE. THESE INCLUDE (BUT ARE NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY:

- USE OF (OR INABILITY TO USE) THE SITE
- USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR SITE
- FAILURE OF OUR SITE TO PERFORM IN THE MANNER YOU EXPECTED OR DESIRED

- ERROR ON OUR SITE
- OMISSION ON OUR SITE
- INTERRUPTION OF AVAILABILITY OF OUR SITE
- DEFECT ON OUR SITE
- DELAY IN OPERATION OR TRANSMISSION OF OUR SITE
- COMPUTER VIRUS OR LINE FAILURE

PLEASE NOTE THAT WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING:

- DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY
- DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "CONSEQUENTIAL DAMAGES.")
- OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "INCIDENTAL DAMAGES.")

WE ARE NOT LIABLE EVEN IF WE'VE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR BOTH. EXCEPTION: CERTAIN STATE LAWS MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES. IF YOU LIVE IN ONE OF THOSE STATES, THE ABOVE LIMITATION OBVIOUSLY WOULD NOT APPLY WHICH WOULD MEAN THAT YOU MIGHT HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES.

HOWEVER, IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY AND EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR THEY'RE CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID IF ANYTHING TO ACCESS OUR SITE.

Certain state laws may not allow us to limit or exclude liability for these "incidental" or "consequential" damages, so the above limitation may not apply to you, which would mean that you might have the right to recover these types of damages. However, in no event shall Our total liability to you for all losses, damages, injuries, or causes of action

(whether in contract, tort including, but not limited to, negligence and otherwise) exceed the amount you paid if anything to access our site.

Links to Other Sites

We sometimes provide referrals to and links to other World Wide Web sites from our site. Such a link should not be seen as an endorsement, approval or agreement with any information or resources offered at sites you can access through our site. If in doubt, always check the Uniform Resource Locator (URL) address provided in your WWW browser to see if you are still in a Southhillcompost.com-operated site or have moved to another site. Southhillcompost.com is not responsible for the content or practices of third party sites that may be linked to our site. When Southhillcompost.com provides links or references to other Web sites, no inference or assumption should be made and no representation should be inferred that Southhillcompost.com is connected with, operates or controls these Web sites. Any approved link must not represent in any way, either explicitly or by implication, that you have received the endorsement, sponsorship or support of any Southhillcompost.com site or endorsement, sponsorship or support of Southhillcompost.com, including its respective employees, agents or directors.

Termination of this Agreement

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from the Southhillcompost.com Web site, along with all related documentation and all copies and installations. Southhillcompost.com may terminate this agreement at any time and without notice to you, if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our Web site, we do not in any way promise that the materials will remain available to you. And Southhillcompost.com is entitled to terminate all or any part of any of its Web site without notice to you.

Other

If you use our site from locations outside of the United States, you are responsible for compliance with any applicable local laws.

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of New York, as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate Southhillcompost.com and/or its affiliates' intellectual property rights, Southhillcompost.com and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of New York, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: McGraw, New York. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration in the State of New York. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

Southhillcompost.com may modify these Terms of Use, and the agreement they create, at any time, simply by updating this posting and without notice to you.