The following terms and conditions ("Terms of Service") govern your ("you, your or user") use of the services and products including, but not limited to, the hosted Zemanta metadata and content enhancements generation and retrieval services, proprietary recommendation technology in its various forms ("Recommendations"), sample code, or Zemanta-developed applications (collectively, "Service") available at the website located at the URL: www.zemanta.com ("Site"). The Service may be used on the Site, or on your website or your affiliated websites via any software code that Zemanta may make available to you from time to time. The Service is offered subject to your acceptance without modification of these Terms of Service and all other operating rules, policies (including, without limitation, Zemanta's Privacy Policy) and procedures that may be published from time to time on this Site by Zemanta (collectively, the "Agreement").

Please read these Terms of Service carefully before accessing or using the Service or Site. By accessing the Site or using the Service, you agree to become bound by these Terms of Service and you are entering into a legally binding agreement with Zemanta, Inc., a Delaware corporation with its principal offices at 33 West 17th Street, Suite 903, New York, NY 10011 ("Zemanta"). If you do not agree to these Terms of Service, then you may not access or use the Site or Service.

1. ELIGIBILITY/ACCOUNT REGISTRATION.

1.1 Eligibility. The Service is available only to individuals who are at least 18 years old, whether acting on their own behalf or as an authorized employee or representative of a corporation or other business entity. If you do not so qualify, do not attempt to register for or use the Service.

1.2 Account Registration. You are not required to register on the Site in order to use the Service. These Terms of Service apply whether or not you register on the Site. If you register on the Site, you will have access to online reports and you can control Recommendations and certain other settings for the Service through your account ("Zemanta Account"). To register, you must provide certain information to Zemanta. Specifically, if you register as a blogger, then you need to provide Zemanta with a valid blog URL. If you register as a Partner, then you must provide Zemanta with including, without limitation, your first and last name, address, and valid email address and any other contact information requested by Zemanta. Before you complete your registration, you will be sent a link to your email address, which you must click to validate your Zemanta account. In addition, if you register for an account with Zemanta, then you are responsible for all activity under your account as well as any passwords for your account. You must notify Zemanta immediately if you suspect someone is using your account without your consent or any security breach related to your account.

2. USING THE SERVICE.

2.1 The Gist. Zemanta’s basic service is free and we offer upgrades for advanced features such as customization and guaranteed service levels. Our service is designed to enhance content submitted to it by analyzing that content and returning relevant metadata (tags, entities, categories) and content enhancements (related article, image links, graphics, photographs, illustrations, audio clips and video clips to you (collectively, “Recommendations”). The Service stores the derived metadata and content enhancements and can make them available to others provided they possess the appropriate Request ID (RID). The service also stores submitted content except in certain cases when handling delicate information (as specified below). There are several different ways to use the Service.

2.2 Displaying Zemanta’s Icon Logo.

When deploying or utilizing Zemanta Recommendations on your website or within your application, you agree (but are not required) to do the following:

1. display the Zemanta Icon logo;

2. if you display the Zemanta Icon logo, then you agree not to make any changes to the shape and size of the Zemanta logo, or other Zemanta Recommendations;
3. if you display the Zemanta Icon logo and a reader clicks on the Zemanta Icon logo, then you agree to hyperlink that logo directly to our home page at http://www.zemanta.com, or other appropriate page within our site; and

4. inform your end users to whom you display Recommendations about licenses suggested by Zemanta. This includes displaying license information during the authoring process and inclusion of correct attribution and other information mandated by licenses along pieces of content when they are used.

2.3 Non-Partner Users. A Non-Partner user is someone who submits content (including both manual and automated submissions) to the Service for contextual analysis using the Non-Partner User’s Zemanta-assigned license key or using the Service through our software (browser extension, API or server plugin) or uses one or more of the Recommendations retrieved through the Service.

2.4 Partner. Some Recommendations may consist of content that our customers pay us to promote ("Promoted Content"). Some of Zemanta’s customers can earn credits for the display and performance of the Promoted Content ("Partner") as more fully described in a separate agreement between Partner and Zemanta. Some Recommendations may consist of content from other publishers, which are provided to Zemanta in exchange for promotional consideration ("Exchange Content"). Exchange Content does not generate revenue for the Site or you but does earn you promotional consideration elsewhere in the Zemanta Network.

3. YOUR CONTENT.

3.1 Zemanta’s Right to Use Your Content. You understand that Zemanta can retain a copy of the content, metadata and content enhancements submitted you (collectively, "User Content"). By submitting User Content, you grant Zemanta a non-exclusive perpetual, sublicensable, royalty-free license to copy, reproduce, distribute, create derivatives, modify, alter, publicly display, publicly perform and digitally transmit the User Content in all media now known or hereafter discovered.

3.2 Other. Zemanta has not reviewed, and cannot review, all of the User Content or other material, stored in the Service, and cannot therefore be responsible for that User Content or other material. By operating the Service, Zemanta does not represent or imply that it endorses the User Content or other material there displayed, recommended or stored, or that it believes such User Content or other material to be accurate, useful, non-harmful, or non-infringing. The Service may store and return to you User Content, Recommendations or material that are offensive, indecent, or otherwise objectionable, as well as User Content, Recommendations or material containing technical inaccuracies, typographical mistakes, and other errors. The Service may also contain User Content, Recommendations or material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. You are solely responsible for determining whether you have the legal right to use any User Content, Recommendations, images or other materials displayed or recommended to you. Zemanta disclaims any responsibility for any harm or liability resulting from the use of the Service, User Content, Recommendations or other materials.

4. PROHIBITED USES.

As a condition of your use of the Service, you agree not to use the Service, the Data (as defined below) or Code (as defined below) for any purpose that is unlawful or prohibited by these Terms of Service, or any other purpose not reasonably intended by Zemanta. By way of example, and not as a limitation, you agree not to use the Service:

1. to solicit, abuse, harass, threaten, impersonate or intimidate other Zemanta users, customers or Partners;

2. in any manner that is infringing, libelous, defamatory, obscene, pornographic, abusive, offensive or otherwise violates any law or right of any third party;

3. for any illegal or unauthorized purpose. You agree to comply with all local laws regarding online conduct and acceptable content;

4. to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Zemanta user or Partner;

5. to create or submit spam;

6. to violate any laws in your jurisdiction (including but not limited to copyright laws);
7. to submit stories or comments linking to affiliate programs, multi-level marketing schemes, sites/blogs repurposing existing stories (source hops), or off-topic content;

8. use any robot, spider, scraper or other automated means to access the Site or Service for any purpose without our express written permission;

9. to take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our Site or Service infrastructure;

10. to interfere or attempt to interfere with the proper working of the Site, Service or any activities conducted on the Site;

11. to bypass any measures we may use to prevent or restrict access to the Site or Service;

12. to artificially alter the Recommendations, or any other Service, including by way of creating separate user accounts for the purpose of artificially altering the Service or Recommendations; artificially inflating clicks on Recommendations or Promoted Content, or participating in any other organized effort that in any way artificially alters the results of the Service;

13. to use any metadata and content enhancements or RIDs produced by Zemanta to create a metadata and content enhancements retrieval service similar to Zemanta. To ensure the quality of metadata and content enhancements for all Zemanta users we want to maintain a single verifiable metadata and content enhancements storage location;

14. to resell the service as is or as a part of other service;

15. to do bulk processing where you are adding minimal value beyond adding Zemanta metadata and content enhancements to the content. For example – if you’re a webcrawler you shouldn’t send everything to Zemanta before sending it to your users or into your index;

16. to use Zemanta in conjunction with any effort to track, monitor or analyze user behavior in any manner, if you are an ISP or other provider of Internet connectivity;

17. to use in conjunction with deep packet inspection or similar monitoring technologies is specifically prohibited; and

18. to employ any techniques to avoid Zemanta's daily limitation of 1000 requests per day. To increase this limit, please contact Zemanta at support@zemanta.com

The following sites are strictly prohibited from using the Service and Zemanta will actively terminate the Service from sites it finds to be in violation of these prohibitions: sites displaying adult, obscene, pornographic, libelous, infringing abusive or defamatory content, sites participating in, or encouraging participation in, illegal activities, sites that promote hate and discrimination, sites that facilitate the sale of firearms or illegal drugs. In addition, Zemanta reserves the right in its sole editorial discretion to disable its Service on any site. Zemanta, in its sole discretion, may remove any content, including User Content, from the Site for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content), at any time. To report abuse to these Terms of Service, please email support@zemanta.com.

PERMISSION TO USE ZEMANTA SERVICE.

5.1 Grant of License. Subject to your full compliance with all of the terms and conditions of these Terms of Service, Zemanta grants you a limited non-exclusive, revocable, nonsublicensable, nontransferable license to use (i) the Service; (ii) any application program interface or any other software code that we may make available to you from time to time provided by Zemanta (collectively, the “Code”); (iii) any Zemanta end-user documentation, solely when bundled with Service; and (iv) any upgrades, updates and new versions of the Service, as further described below. Such license shall include the right to use any Zemanta intellectual property rights associated with or related to use of the Code, other matters related to the Service, and the Zemanta end user documentation, solely in connection with the use of the Service as explained in Zemanta Support located at http://support.zemanta.com/.

5.2 License Restrictions. Except as expressly and unambiguously authorized under these Terms of Service, you may not (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the (a) reports (collectively, “Data”) to which Zemanta may provide you to access in a variety of formats, or (b) Code, or (ii) otherwise use the Code or the Service on behalf of any third party. Except as provided in these Terms of Service, these Terms of Service do not include any right for you to use any trademark, service mark, trade name or
any other mark of Zemanta or any other party or licensor. No rights or licenses are granted except as expressly and unambiguously set forth herein. If you violate any of the foregoing restrictions, Zemanta shall own all right, title and interest relating to any and all derivative works, inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, as they may relate to the use of the Service or the Code. You hereby agree to make all assignments necessary to accomplish the foregoing ownership.

5.3 Changes and Updates. Zemanta may release updates, upgrades or new versions of the Service or the Code, or other software related to the Service, to be incorporated as instructed on the Site. You agree that any access to any Zemanta Code or software granted pursuant to these Terms of Service will not limit or restrict Zemanta’s right to modify or replace such Code or software in future versions of the Service. The licenses granted to you herein shall be deemed to include such items.

5.4 No Other Licenses. The licenses granted hereunder are specifically set forth herein, and no licenses are granted by Zemanta to you by implication or estoppel.

5.5 End-User Licensing. You agree that for each of your websites and/or software product(s) that use the rights granted herein, such website’s terms and conditions will include terms to ensure that: (i) the Service, Data and the Code shall be at least as protected as your own proprietary software applications, and (ii) such proprietary software applications are protected by the terms of use on such website. Additionally, the privacy policy of the applicable website and/or software product(s) should explain that the Data is routed to a third party that owns such data, but such routing does not include any personally identifiable information. You agree to include in such terms and conditions for use outside of the United States any country-specific provisions needed to comply with the foregoing, and agree to enforce the terms and conditions applicable to the Service, Data and the Code contained in such license.

ZEMANTA’S INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS.

6.1 Trademark License. Zemanta hereby grants to you a personal, limited, non-exclusive, non-transferable, fully-paid license to use Zemanta’s marks, graphics, logos, designs, page headers, button icons, scripts and service names (collectively, “Zemanta Marks”). You may use the Zemanta Marks in conjunction with your use of the Code, the Data or the Service on any pages of your websites or affiliate websites that feature any aspect of the Service. You may publish blog posts on your blog or affiliate blogs that include the use of Zemanta Marks at any time without additional authorization by Zemanta, provided that you make reasonable efforts to send the blog post to Zemanta prior to or concurrent with publishing thereof. Nothing in this Agreement grants you ownership or any rights in or to use the Zemanta Marks, except in accordance with this license. Under no circumstances may you disparage or otherwise abuse the Zemanta Marks, nor violate any terms of the User Conduct rules set forth above. The rights granted to you in this license will terminate upon any termination or expiration of these Terms of Service and you will no longer make any use of any Zemanta Marks.

6.2 Proprietary Rights. All right, title interest in and to the Site, Service, compilations magnetic translation, digital conversions, Code, software and other materials related to the Service (except images or other materials owned by third-parties) are and shall at all times remain the sole and exclusive property of Zemanta and are protected by applicable intellectual property laws and treaties. All Data related to the Site or collected by way of the Service on any website shall be the sole property of Zemanta. You acknowledge that you do not acquire any ownership rights in or to the Service or the Data. All rights not expressly granted to you in these Terms of Service are reserved by Zemanta.

WARRANTY DISCLAIMER.

You acknowledge that Zemanta has no control over, and no duty to take any action regarding: which users gain access to the Service; what effects the Service may have on you, your website or equipment; the accuracy or how you may interpret, rely on, or use the Service or the Data, including without limitation any loss of reputation or loss of traffic on your website or any website of any of your affiliates; or what actions you may take as a result of having been exposed to the Service. You further acknowledge and agree that Zemanta 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 content, User Content, Recommendations, goods or services available on or through any third party website linked or referred to by any portion of the Service or Data. You release Zemanta from all liability with respect to the Service, and any content, User Content, Recommendations or Data provided or accessed via the Service or through the Site. The Site may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Zemanta makes no representations concerning the Data or any content, User Content or Recommendations contained in or accessed via the Service or the Site, including without limitation Promoted Content or Recommendations and Zemanta will not be responsible or liable for the contents, accuracy,
copyright compliance, legality or decency of User Content or any third party content or services accessed via the Service or the Site or for your reliance on any of the foregoing. THE SERVICE, THE CODE AND THE DATA ARE PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND, PROVIDED, HOWEVER, ZEMANTA WARRANTS THAT IT HAS ALL THE NECESSARY RIGHTS, TITLES AND INTERESTS IN THE SERVICE AND THE CODE, TO GRANT YOU THE RIGHTS AND LICENSES CONTAINED IN THESE TERMS OF SERVICE. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT REQUIRED BY APPLICABLE LAW, ZEMANTA AND ITS AGENTS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE, THE CODE AND THE DATA, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ZEMANTA DISCLAIMS ANY WARRANTY THAT YOUR USE OF THE SERVICE, THE CODE OR THE DATA WILL BE UNINTERRUPTED OR ERROR FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY.

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT WILL ZEMANTA OR ITS AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, THE SERVICE, AND THE DATA, EVEN IF ZEMANTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE, OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) $1,000. ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. ZEMANTA DISCLAIMS ALL LIABILITY OF ANY KIND OF ZEMANTA’S AGENTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU UNDERSTAND AND AGREE THAT YOUR SOLE RIGHT AND REMEDY AGAINST ZEMANTA IS TO DISCONTINUE USE OF THE SERVICE.

9. INDEMNITY.

You agree to indemnify, defend and hold harmless Zemanta, its parents, subsidiaries, affiliates, employees, agents, customers, vendors and their respective officers, directors and employees from any liability, damage, cost or fees (including reasonable attorneys’ fees) arising from: (i) any claim or demand made by any third party due to or arising out of your access to the Site; (ii) your use of the Service, the Code, the Data and violation of the Terms of Service by you; (iii) or the infringement by you, or any third party using your Zemanta account, of any intellectual property or other right of any person or entity.

10. COPYRIGHT POLICY.

If you believe that your work has been used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify Zemanta at legal@zemanta.com or Copyright Agent, Zemanta, Inc., 33 West 17th Street, New York, NY 10011 by providing all of the following in writing: (1) identify the copyrighted work you claim has been infringed or if multiple copyrighted works, then a representative list of such works on the website; (2) identify the material on the website that you claim is infringing and with enough detail so that we may locate the material; (3) provide a statement that you have a good faith belief that the use of the material on the website is not authorized by the copyright owner, its agent, or the law; (4) provide a statement declaring that the notification is accurate, and, under penalty of perjury, that you are the owner of the copyright interest involved or that you are authorized to act on behalf of the exclusive owner; (5) provide information reasonably sufficient to permit Zemanta to contact you, such as an address, telephone number, and email address; and (6) your physical or electronic signature. Upon receipt of notice as described above, Zemanta will take whatever action, in its sole discretion, it deems appropriate, including removal of the alleged infringing material from the Site.

11. REPRESENTATION AND WARRANTY.
You represent and warrant that:

1. your use of the Service will be in strict accordance with the Zemanta Privacy Policy, with these Terms of Service and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside);

2. your use of the Service will not infringe or misappropriate the intellectual property rights of any third party.

3. you will not to alter linking, credit or references that we provide with Recommendations;

4. you will use Recommendations in the form provided and not change its size, scheme or format;

5. if you syndicate, publish or otherwise transmit any content containing, enhanced by or derived from Zemanta-generated metadata and content enhancements you will use your best efforts to incorporate the correct Zemanta-provided credits in the post of the content. You specifically agree not to attach credits to your content with any intent to mislead, spam, spoof, phish or otherwise deceive downstream consumers of your content;

6. your User Content does not contain or will result in the installation of any viruses, worms, malware, Trojan horses or otherwise harmful or destructive content;

7. your User Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

8. your User Content is not obscene, libelous or defamatory, hateful or racially or ethnically objectionable, and does not violate any proprietary rights, including but not limited to, any intellectual property rights (copyright, patent or trade secrets), privacy or publicity rights of any third party; and

9. you have, in the case of your User Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Zemanta or otherwise;

12. TERMINATION.

12.1 Service Termination. Without limiting any of the above representations or warranties, Zemanta has the right (though not the obligation) to, in Zemanta sole discretion (i) refuse to provide the Service to you or allow you to access the Site, if it in Zemanta reasonable opinion, violates any Zemanta policy or is in any way harmful or objectionable, or (ii) immediately terminate or deny access to and use of the Site or Service to any individual or entity for any reason, in Zemanta’s sole discretion.

12.2 Termination of Terms of Service/Agreement. Zemanta may terminate your access to all or any part of the Site or Service at any time, with or without cause, with or without notice, effective immediately. Upon termination of your account, your right to use the Site or Service will immediately cease and you shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Service, the Code and any the Data, and shall so certify, if requested, to Zemanta that such actions have occurred. If you wish to terminate these Terms of Service or Agreement you may simply cease utilizing the Site or Service. All provisions of these Terms of Service and Agreement, which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. CHOICE OF LAW AND VENUE.

You agree that the laws of the State of New York, without regard to conflict of law provisions, will govern these Terms of Service and any dispute that might arise between you and Zemanta in connection with these Terms of Service, the Site or the Service. In addition, you agree to submit and consent to the personal and exclusive jurisdiction in and the exclusive venue of the state and federal courts located in the Southern District of New York.

14. ZEMANTA PRIVACY POLICY.
15. MODIFICATIONS.

Zemanta reserves the right, at its sole discretion, to modify or amend these Terms of Service, including the right to add to or remove terms in these Terms of Service. If Zemanta modifies these Terms of Service, then Zemanta will post the revised version of these Terms of Service on this page and the date the Terms of Service were last updated. Except as otherwise stated in these Terms of Service, all amended terms shall automatically be effective 30 days after they are initially posted. You should review these Terms of Service from time to time, as you are solely responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Site or Service after any modifications to these Terms of Service are posted constitutes your acceptance of the modified Terms of Service. If you do not agree to abide by these Terms of Service or any future modifications to these Terms of Service, then you cannot use or access the Site or Service.

16. MISCELLANEOUS.

16.1 General. Zemanta may assign its rights under these Terms of Service without condition. You may not. These Terms of Service will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. Zemanta reserves the right to modify, update or discontinue the Site or Service in its sole discretion at any time, for any or no reason, and with or without notice or liability. Zemanta may provide you with notices by regular mail, email or through the Site. The Agreement constitutes the entire agreement between you and Zemanta regarding the use of the Site or Service, and supersedes any prior agreements between you and Zemanta relating to your use of the Site or Service. The failure of Zemanta to exercise or enforce any right or provision of these Terms of Service or any other policy or agreement or any prior version of these Terms of Service shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Service is held invalid, the remainder of these Terms of Service shall continue in full force and effect.

16.2 Government Use. If you are part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Service is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Service and the Data each are a “commercial item,” “commercial computer software” and “commercial computer software documentation.” In accordance with such provisions, any use of such items by the Government shall be governed solely by the terms of these Terms of Service.

16.3 Export Control. You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and you shall not export, or allow the export or re-export of the Service in violation of any such restrictions, laws or regulations. By downloading or using the Service and the Data associated with the Service, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country.

16.4 California Residents. In accordance with Cal. Civ. Code §1789.3, California residents may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by writing them at 400 R Street, Sacramento, CA 95814 or by telephone at (800) 952-5210.

17. QUESTIONS OR COMMENTS.

Any questions or comments regarding, or problems with, the Site or Service should be sent to the Zemanta Support at support@zemanta.com.

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