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2. Proper Use. You agree that You are solely responsible for Your own use of Recognition PURL and for any posts You make, and for any consequences thereof. You acknowledge that You are responsible for all activities occurring under Your Username. You agree that You will use Recognition PURL in compliance with all applicable local, state, national, and international laws, rules and regulations. You should periodically review the most up-to-date version of these Terms. Violation of any of these Terms may result in immediate termination of your access to Recognition PURL and may subject You to state and federal penalties or other legal consequences. Much of the content of the Recognition PURL features including the Comments, Photos, Videos, Profile Images and Invite Others -- including the contents of specific postings -- is provided by, and the responsibility of, the person or persons submitting such postings. You understand and acknowledge that Sponsor does not monitor the content of Recognition PURL, and takes no responsibility for any such content. Instead, Sponsor merely provides access to such content as a service to You and other users. Sponsor expects that You will use caution and common sense and exercise proper judgment when using the Comments, Photos, Videos, Profile Images and Invite Others features and You are obligated to immediately report any suspected violation of these Terms to Sponsor. Neither Sponsor nor its customers endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any communications posted or endorse any content and/or images expressed. You acknowledge that any reliance on material posted via Recognition PURL will be at Your own risk.

3. Privacy. Personal information collected by Sponsor may be stored or processed in the United States or any other country in which Sponsor or its authorized agents maintain facilities. By using Recognition PURL, You consent to any such transfer of information outside of Your country. By submitting content or images on Recognition PURL, You understand and agree that Your full name may be posted along with Your comments and/or images. To that extent, You do not have the same degree of privacy or confidentiality as You receive in other areas of Your program web site. Invited guests must also agree to the same degree of privacy and confidentiality on Recognition PURL. Further, You agree such comments and images may be attributed to You by name for the purpose of marketing and selling the Recognition PURL rewards system. You understand that Sponsor may use Your Name, Your content, Your image, and Your e-mail for purposes of promoting the services provided by other companies affiliated with the Recognition PURL offering including, but not limited to on-line photo services providers. However, Sponsor agrees that it will not sell Your name, Your content, or Your e-mail address to any other third party except as specified in this Privacy section. By submitting, posting or displaying content or images on or through Sponsor services which are intended to be available to the participants and users of Recognition PURL, You understand that Sponsor may access or disclose Your personal information, including the content of Your communications to our customers and affiliated companies.

4. General Practices Regarding Use and Storage. You agree that Sponsor has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content and or images and other communications submitted or maintained by Recognition PURL. Sponsor retains the right to create limits on Your use and storage at its sole discretion at any time, with or without notice to You.

5. Content. You understand that You are required to hold Sponsor harmless in relation to all third-party content (including, without limitation, any viruses or other disabling features), nor does Sponsor have any obligation to monitor such third-party content. Sponsor reserves the right at all times to remove or refuse to display any content and/or images, such as content and/or images that are objectionable, defamatory, inaccurate or which violate these Terms in Sponsor's sole and absolute discretion. Sponsor also reserves the right to access, read, preserve, and disclose any content or information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Sponsor, its Customers and their Affiliates, users and the public. Notwithstanding the foregoing, Sponsor will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

6. Sponsor's Intellectual Property rights. All posted comments become property of Sponsor. By agreeing to post Your comments and/or any images such as JPG and GIF images, on the Recognition PURL, You acknowledge and agree that Your comments and images may be copied or reproduced by Sponsor or quoted in other mediums of expression. You acknowledge that Sponsor owns all rights, title and interest in and to Recognition PURL and its features, including all intellectual property rights. BIW is protected by U.S. and international intellectual property laws. Accordingly, You agree that You will not copy, reproduce, alter, modify, or create derivative works from Recognition PURL. You also agree that You will not use any robot, spider, other automated device, or manual process to monitor or copy any content from Recognition PURL. You grant Sponsor a worldwide, non-exclusive, royalty-free perpetual license to reproduce, publish and distribute content You submit for the purpose of displaying, distributing and selling Sponsor services. Sponsor furthermore reserves the right to refuse to accept, post, display or transmit any content in its sole discretion.

7. Publicity. Any use of Sponsor's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features, including "Recognition PURL" and www.recognitionpurl.com, must be with specific prior written authorization of Sponsor and in compliance with this Agreement.

8. Representations and Warranties. You represent and warrant that comments and/or images posted by You on Recognition PURL will not defame, compromise the trade secrets or confidential information of, or violate the copyright or other intellectual property rights of, Sponsor, its customers and affiliates, their management or employees, or any third party. You further represent and warrant that (a) all of the information provided by You to Sponsor to participate in Recognition PURL is correct and current; and (b) You have all necessary right, power and authority to agree to these Terms and to perform the acts required of You hereunder; and (c) You have all the rights, power and authority necessary to grant the rights granted herein to any content submitted.

9. Termination; Suspension. Sponsor may, in its sole discretion, at any time without liability, for any reason, and without notice terminate or suspend Your ability to participate in Recognition PURL. In the event of termination or suspension, Your access will be disabled and You may not be granted access to the Recognition PURL web site service and/or Comments, Photos, Videos, Profile Images and Invite Others features or other content contained in Your Program activity. Residual copies of information may remain in our system due to archival or back-up purposes, but such retention shall not impact Your inability to access the Recognition PURL web site service after termination. If not earlier terminated, Your ability to post content and/or images will cease as early as at the conclusion of the program from which you have been provided access.

10. Indemnification. As material consideration for your use of the Recognition PURL web site service, You agree to indemnify, defend and hold Sponsor, its customers, their subsidiaries, affiliates, officers, agents, and employees harmless from and against any claim, cause of action, costs or expense arising from or in any way related to Your use or access of the web site service including, without limitation, any claim that you posted obscene, inappropriate or defamatory material or information, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys fees, of every kind and nature incurred by Sponsor, its customers, their subsidiaries, affiliates, officers, agents and employees.

11. Waiver and Severability of Terms. The failure of the Sponsor to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the unaffected provisions shall remain intact and the parties nevertheless agree that the court should endeavor to give effect to Sponsor's intentions as reflected in these Terms.

12. Choice of Law; Jurisdiction; Forum. The constructions, interpretation, and performance of these Terms shall be governed by the laws of the State of Minnesota without giving effect to its rules on the conflict of laws. You hereby irrevocably submit to the exclusive personal jurisdiction of District Court of Hennepin, State of Minnesota over any such action, suit, or proceeding,

13. Entire Agreement. These Terms constitute the entire agreement between You and Sponsor relating to Recognition PURL. You also may be subject to additional Terms and Conditions that may apply when You use or participate in certain other Sponsor programs or services.