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- k. "stalk" or otherwise harass another;
- l. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites; and
- m. effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which you are not an intended recipient or logging into a server or account that you are not expressly authorized to access.

You further agree not to (i) interfere with or disrupt any other user's quiet enjoyment of the Site; or (ii) interfere with or disrupt or attempt to interfere with or disrupt the security of the Site or otherwise cause harm to the Site.

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- a physical or electronic signature of the owner of the copyright interest that is alleged to have been infringed or the person authorized to act on behalf of the owner;
- identification of the copyrighted work(s) claimed to have been infringed, including copyright date;
- identification of the Content that you claim to be infringing and which you request be removed from the Site or access to which is to be disabled along with a description of where the infringing Content is located;
- information reasonably sufficient to allow us to contact you, such as a physical address, telephone number and an email address;
- a statement by you that you have a good faith belief that the use of the Content identified in your written notification in the manner complained of is not authorized by you or the copyright owner, its agent or the law; and
- a statement by you that the information in your written notification is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on behalf of the copyright owner.

Company's designated agent for the written notification of claims of copyright infringement can be contacted at the following address:

Designated Agent – Copyright Infringement Claims
Playful Life, LLC
5469 E. Long Place
Centennial, Colorado 80122
Email: webmaster@playfullife.org

YOUR INFORMATION

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You agree to indemnify, defend and hold Company, its licensors and affiliates and their respective assigns, harmless from any loss, liability, damages or claim, including reasonable attorneys' fees and costs, that arise directly or indirectly from (i) your activities in connection with the Site, (ii) a breach of this Agreement, including, but not limited to, any violation of the acceptable use policy, or (iii) any allegation that any information that you provide via the Site infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property, privacy or other rights of any third party. You also agree to reimburse on demand any and all indemnified parties for any losses incurred by such indemnified parties to which this indemnification provision relates.

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Company makes reasonable efforts to ensure that the Site is available 24 hours a day 7 days a week. You agree that from time to time the Site or portions thereof may be inoperable or inaccessible for any reason, including, without limitation, (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company. Some Content on the Site may have been created in file formats which are not error-free and Company does not guarantee that the Site will not be affected by such errors. You are responsible for all costs and charges that you may incur in order to access and use the Site and the Content.

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If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part by Company. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflict of laws provisions. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the City and County of Denver, Colorado (the "Denver Courts") for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the Denver Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the Denver courts have exclusive jurisdiction over all disputes relating to this Agreement.

Last Updated: November 23, 2009