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## **Public Forums**

[www.bankrate.com](http://www.bankrate.com) may act as a venue, through its blogs, messaging, chat rooms, bulletin boards and other forums (collectively, the "Forums"), allowing users of [www.bankrate.com](http://www.bankrate.com) to contribute information and make statements ("User Generated Content"). Bankrate is not involved in the actual transmission of User Generated Content provided in the Forums. As a result, Bankrate does not approve or endorse any User Generated Content in the Forums, and you hereby acknowledge and agree that Bankrate has no control over the quality, correctness, timeliness, safety, truth, accuracy or legality of any User Generated Content provided for by you or any other person or entity in the Forums. You may find User Generated

Content posted in the Forums by other users to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense, and do not rely solely on User Generated Content published in the Forums. Without limiting the generality of the foregoing, and although Bankrate does not regularly review User Generated Content provided in the Forums, Bankrate reserves the right, but not the obligation, to remove or edit any User Generated Content in the Forums.

Immediately report problems with the Forums to Bankrate at [webmaster@bankrate.com](mailto:webmaster@bankrate.com).

### **Transmissions, Submissions and Postings to [www.bankrate.com](http://www.bankrate.com)**

If you transmit, submit or post information to [www.bankrate.com](http://www.bankrate.com) that is not Federally trademarked and/or copyrighted, you automatically grant Bankrate and its affiliates and assigns the worldwide, fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content (as defined below). Provided that you have obtained prior written permission from Bankrate to transmit, submit or post information to [www.bankrate.com](http://www.bankrate.com) that is Federally trademarked and/or copyrighted, you automatically grant Bankrate and its affiliates and assigns the worldwide, fully-paid, royalty-free right to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content.

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- Information that violates any law, statute, ordinance or regulation;
- Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to Bankrate or third parties or that infringes on Bankrate's or any third party's rights of publicity or privacy;
- Information that contains any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Information containing or constituting chain letters, mass mailings, political campaigning, or any form of "spam";
- Information that is false, inaccurate or misleading;
- Commercial advertisements or solicitations without written permission from Bankrate; or
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Although Bankrate does not regularly review your transmissions, submissions or postings, Bankrate reserves the right (but not the obligation) to edit, refuse to post or remove your transmissions, submissions or postings. Pursuant to Bankrate's Privacy Policy, Bankrate may review transmissions, submissions or postings made by you to determine, in its sole discretion, your compliance with this Agreement.

You are solely responsible for all your transmissions, submissions or postings (i.e., your own User Generated Content) and the consequences of transmitting, submitting or posting them.

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### **Electronic Communications**

When you visit [www.bankrate.com](http://www.bankrate.com) or send email to Bankrate, you are communicating with Bankrate electronically. You consent to receive communications from Bankrate electronically. Although Bankrate may choose to communicate with you by regular mail, Bankrate may also choose to communicate with you by e-mail or by posting notices on [www.bankrate.com](http://www.bankrate.com). You agree that all agreements, notices, disclosures and other communications that Bankrate provides to you electronically satisfy any legal requirement that such communications be in writing.

### **Your Responsibility for Equipment and Related Costs**

You are responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use [www.bankrate.com](http://www.bankrate.com), and all costs and fees associated with Internet access or long distance charges incurred with regard to your access and use of [www.bankrate.com](http://www.bankrate.com).

### **Third Party Links**

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### **Copyright Infringement**

It is Bankrate's policy to comply with the Digital Millennium Copyright Act, title 17, United States Code, Section 512, including, without limitation, responding to notices of alleged copyright infringement, and other applicable intellectual property laws. Bankrate shall, in appropriate circumstances, disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Bankrate and/or others.

Notifications (each a "Notification") of claimed copyright infringement should be sent by either express mail or U.S. mail to Bankrate's designated agent. Bankrate's designated agent contact information is set forth below:

Address of Designated Agent to Which Notification Should be Sent:

Gunster, Yoakley & Stewart, P.A.  
777 S. Flagler Drive, Suite 500 E  
West Palm Beach, FL 33401  
Attention: David Bates

Facsimile number of designated agent: 561.671.2555

Email address of designated agent: [dbates at gunster \\* com](mailto:dbates@gunster.com)

Pursuant to Title 17, United States Code, Section 512(c)(3), to be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Bankrate to locate the material;
4. Information reasonably sufficient to permit Bankrate to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the Notification containing the information as outlined in 1 through 6 above, and pursuant to Title 17, United States Code, Section 512:

1. Bankrate will remove or disable access to the material that is alleged to be infringing;
2. Bankrate will forward the Notification to the alleged infringer ("Subscriber"); and
3. Bankrate will take reasonable steps to promptly notify the Subscriber that Bankrate has removed or disabled access to the material.

#### **Counter Notification:**

Pursuant to Title 17, United States Code, Section 512(g)(3), a Subscriber may counter a Notification by providing a written communication ("Counter Notification") to Bankrate's designated agent that includes substantially the following:

1. A physical or electronic signature of the Subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which Bankrate may be found, and that the Subscriber will accept service of process from the person who provided the Counter Notification or an agent of such person

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, and pursuant to Title 17, United States Code, Section 512:

1. Bankrate will promptly provide the Complaining Party with a copy of the Counter Notification;
2. Bankrate will inform the Complaining Party that Bankrate will replace the removed material or cease disabling access to the removed material within ten (10) business days; and
3. Bankrate will replace the removed material or cease disabling access to the removed material not less than ten (10), nor more than fourteen (14) business days following receipt of the Counter Notification, provided Bankrate's designated agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain the Subscriber from engaging in infringing activity relating to the removed material on Bankrate's network or system.

### **Bankrate Makes No Representations or Warranties Regarding the Content**

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### **Limitations on Bankrate's Liability**

BANKRATE SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF WWW.BANKRATE.COM; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE WWW.BANKRATE.COM FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF THE CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; (V) YOUR RELIANCE UPON OR USE OF THE CONTENT OR THE COLLECTIVE WORK, OR (VI) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH WWW.BANKRATE.COM, OR OTHERWISE ARISING OUT OF THE USE OF WWW.BANKRATE.COM, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BANKRATE AND/OR ITS SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BANKRATE'S LIABILITY AND THE LIABILITY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED \$100.

YOU SPECIFICALLY ACKNOWLEDGE THAT BANKRATE SHALL NOT BE LIABLE FOR USER GENERATED CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH USER GENERATED CONTENT AND THIRD-PARTY CONDUCT RESTS ENTIRELY WITH YOU.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO WWW.BANKRATE.COM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

#### **Your Indemnification of Bankrate**

You shall defend, indemnify and hold harmless Bankrate and its officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required by Bankrate; (iii) your access or use of [www.bankrate.com](http://www.bankrate.com); (iv) access or use of [www.bankrate.com](http://www.bankrate.com) under any password that may be issued to you; and/or (v) your transmissions, submissions or postings (i.e., your own User Generated Content).

#### **Amendments of this Agreement**

Bankrate reserves the right to update, amend and/or change this Agreement at any time in its sole discretion and without notice. Updates to this Agreement will be posted here. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. Bankrate's last update was May 13, 2008. Your continued access and use of [www.bankrate.com](http://www.bankrate.com) following the posting of any such changes shall automatically be deemed your acceptance of all changes.

#### **Bankrate's Remedies**

You acknowledge that Bankrate may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, Bankrate shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement. For purposes of this Agreement, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Palm Beach County, Florida, or the United States District Court, Southern District of Florida. You consent to the jurisdiction of such court and waive any objection to the laying of the venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

#### **Governing Law; Arbitration**

You agree that: (i) [www.bankrate.com](http://www.bankrate.com) shall be deemed solely based in the State of Florida; and (ii) [www.bankrate.com](http://www.bankrate.com) shall be deemed a passive Web site that does not give rise to personal jurisdiction over Bankrate, either specific or general, in jurisdictions other than the State of Florida. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Agreement, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you as provided above, shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Palm Beach County, Florida.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING WWW.BANKRATE.COM YOU CONSENT TO THESE RESTRICTIONS.

You and Bankrate shall select the arbitrator, and if you and Bankrate are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the American Arbitration Association shall select the arbitrator. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and Bankrate and your and Bankrate's respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall either you or Bankrate be entitled to punitive, special, indirect or consequential damages and both you and Bankrate hereby waive your and Bankrate's respective rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

Should a dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Bankrate, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Palm Beach County, Florida.

#### **Miscellaneous**

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by Bankrate from time to time, shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement and Bankrate's Privacy Policy located at the URL [www.bankrate.com/coinfo/privacy.asp](http://www.bankrate.com/coinfo/privacy.asp) represent the entire understanding and agreement between you and Bankrate regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

If you have questions, comments, concerns or feedback regarding this Agreement or [www.bankrate.com](http://www.bankrate.com), please contact us via any of the methods set forth below:

- Via telephone: (561)630-2400
- Via fax: (561)625-4540
- Via mail: Bankrate, Inc., 11760 US HWY 1 Suite 200, North Palm Beach, FL 33408
- Via email: [webmaster@bankrate.com](mailto:webmaster@bankrate.com)