

The Cmin.us ShortURL Service (herein called 'Service'), is owned and operated by one person, Kris Jonasson of Winnipeg, Canada. Cmin.us ShortURL Service is provided to you (herein called 'User') under the terms and conditions OUTLINED BELOW and any Service Operating Rules and/or Service Policies that become published by Cmin.us ShortURL. The Terms of Service comprises the entire agreement between User and Cmin.us ShortURL, superseding all prior agreements between the parties regarding the subject matter contained herein.

*BY USING THE CMIN.US SHORTURL SERVICE YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE TERMS OF SERVICE.*

### **SERVICE DESCRIPTION**

Cmin.us provides User with a Service Free of Charge to use a ShortURL via the World Wide Web redirected from Cmin.us ShortURL's server systems. User may use the ShortURL to redirect the ShortURL request to another URL providing the guidelines of the Terms of Service are met and respected.

### **TERMS OF SERVICE MODIFICATIONS**

Cmin.us ShortURL may/can make changes to the Terms of Service at any time without any notice. User continued use of the Service is Affirmation to:

- (a) Acknowledgment by User of the Terms of Service modifications; and
- (b) Agreement by User to abide and be bound by the Terms of Service and its modifications present and future.

### **SERVICE MODIFICATIONS**

Cmin.us ShortURL reserves the right to modify/discontinue the Service with or without notice to the User. Cmin.us ShortURL Service shall not be liable to User or any third party, should Cmin.us ShortURL exercise its right to modify or discontinue the Service at any time, for any reason.

### **DISCLAIMER OF WARRANTIES**

Cmin.us ShortURL Service is provided 'as is' and is also provided on a "as available" basis. Cmin.us ShortURL disclaims all warranties of any kind, whether expressed, written or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Cmin.us ShortURL makes/holds no claim or warranty towards User that the service will meet their requirements or be uninterrupted, timely, secure, error free, or obtainable at all times; nor does Cmin.us Shorturl make claim to any warranty to results that may be obtained from the use of the Cmin.us ShortURL Service or as to the accuracy or reliability of any or all information obtained through the service or that product defects in the software/services will be corrected and fixed in a timely fashion; if at all.

No advice or information, written or oral, obtained by User from Cmin.us ShortURL or through the use of the ShotURL Service shall create warranty.

### **LIMITATION OF LIABILITY**

Cmin.us ShortURL shall not be held liable for any direct, indirect, incidental, special or consequential damages resulting from the use or the inability to use the service or for cost of procurement of substitute service or goods, including but not limited to damages for loss of profits, use, data or other intangible, even if Cmin.us ShortURL has been advised of the possibility of such damages occurring.

User acknowledges and agrees that Cmin.us ShortURL neither endorses the contents of any User sites or pages nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. This acknowledge and User use of Service constitutes a direct agreement between Cmin.us ShortURL and User that supersedes all international and local laws.

### **RESALE OF SERVICE**

Cmin.us ShortURL Service is provided FREE of Charge and may NOT be sold, resold or repackaged in any way that gains profit to any individual or organization without written notification from Cmin.us ShortURL.

### **REDIRECT FAILURE/LIMITATIONS**

Cmin.us ShortURL assumes no responsibility for the deletion or failure to redirect requests. Cmin.us ShortURL reserves the right, at OUR sole discretion, to determine if User conduct is consistent with the Terms of Service and may terminate Service if a User conduct is found to be in violation to Cmin.us ShortURL Service Terms of Service.

### **USER USE AND CONDUCT**

User is solely responsible for the contents of his or her transmissions while using the Service. User use of the Service is subject to all applicable local, national and international laws and regulations.

The Service makes use of the Internet to receive and redirects requests; therefore, User conduct is subject to Internet regulations, policies and procedures. User will not use the Service for chain letters, junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process.

Cmin.us ShortURL feels very strongly that the sending of unsolicited bulk email (called 'spamming') is theft of service, and we do not condone or tolerate the use of our service for this purpose. If we receive complaints that a redirect url has been used for this purpose, we will investigate the complaints thoroughly, insure the User is infact spamming, and take legal action against the owner of this url.

User agrees not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, intimidating, obscene or otherwise objectionable material of any kind or nature. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, national or international law or regulations. Cmin.us ShortURL may/will, at its sole discretion, immediately terminate Service should User conduct fail to conform with these terms and conditions of the Terms of Service.

## **INDEMNIFICATION**

User agrees to indemnify and hold Cmin.us ShortURL, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User use of the Service, the violation of the Terms of Service by User, or the infringement by User, or other use of the Service using User computer, of any intellectual property or other right of any person or entity.

## **TERMINATION**

Either User or Cmin.us ShortURL may terminate the Service with or without cause at any time and effective immediately. Cmin.us ShortURL shall not be liable to User or any third party for termination of Service.

Should User not agree to any terms and conditions of the Terms of Service or any subsequent modifications or become dissatisfied with the Service in any way, User only recourse is to:

(a) discontinue use of the Service

User shall have no right and Cmin.us ShortURL will have no obligation thereafter to forward any requests for url's to User or any third party.

## **PROMOTIONS OF ADVERTISERS**

If a User enters into correspondence with or participates in promotions of an Advertiser listed on on Cmin.us ShortURL, such correspondence or promotions are solely between the corresponding User and the Advertiser. Cmin.us ShortURL assumes no liability, obligation or responsibility for any part of any such correspondence or promotion.

## **RIGHTS TO CONTENT**

User may not copy, reproduce, distribute, or create derivative works from Content within, without expressly being authorized to do so by Cmin.us ShortURL.

## **COLLECTION OF INFORMATION**

Cmin.us ShortURL reserves the right to collect data regarding your Location and IP Identification. This data is stored for internal use only to help combat spam links and websites. We never share any information with ANY outside parties at any time, for any reason.