

## Terms of Service

Category: Web Pages

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### Terms of Service

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The web address, [www.TheQuiltShow.Com](http://www.TheQuiltShow.Com), is the Internet address for an Internet-based TV show (The Quilt Show) and home of the Worldwide Quilt Community that includes services for quilters and quilt enthusiasts for creating profiles, chatting, posting forums, and reading The Daily Blog which are also located at [TheQuiltShow.Com](http://TheQuiltShow.Com). The site contains quilt specific content dedicated to promoting quilting worldwide and is offered by ARJJ Inc. Three documents make up ARJJ's Terms of Service ("TOS"): the Interactivity Policy, the Privacy Policy, and the Membership Agreement. [TheQuiltShow.Com](http://TheQuiltShow.Com) is a division of ARJJ Inc.

Your use of [TheQuiltShow.Com](http://TheQuiltShow.Com) is subject at all times to our Terms of Service. Your use of our site constitutes your acceptance of these terms. You may register to become a Basic (Free) Member of [TheQuiltShow.Com](http://TheQuiltShow.Com), or purchase a Star Package membership and have access to specific areas reserved only for those who purchase a Star Package. To be a Member, you must accept all of the terms and conditions of our Terms of Service. If you have questions about any of these documents, please contact us by sending an email via the contact us page on our site.

### Interactivity Policy

This policy outlines what you can expect on [TheQuiltShow.Com](http://TheQuiltShow.Com), and the kind of online behavior we expect of you. It also contains the terms on which we make the service available. Our quilt community is always evolving, so it's important that you periodically check here for updates and new information. All of our activities and other services, regardless of when they are added to [TheQuiltShow.Com](http://TheQuiltShow.Com) are governed by our Terms of Service.

#### Appropriate Online Content.

By "Content," we mean the communications, images, sounds, and all the material and information you see on our site. [TheQuiltShow.Com](http://TheQuiltShow.Com), our Members, our affiliates, and any independent content providers will provide most of the Content on [TheQuiltShow.Com](http://TheQuiltShow.Com). [TheQuiltShow.Com](http://TheQuiltShow.Com) does not pre-screen all Content available on our Service. [TheQuiltShow.Com](http://TheQuiltShow.Com) does not assume any responsibility or liability for Content that is provided by Members or other guests on [TheQuiltShow.Com](http://TheQuiltShow.Com). [TheQuiltShow.Com](http://TheQuiltShow.Com) does not endorse, approve, or prescreen any Content that you or other users communicate on the Service. We reserve the right to remove Content that is objectionable to us for any reason. Neither [TheQuiltShow.Com](http://TheQuiltShow.Com) nor its affiliates assume any liability for any failure to remove, or any delay in removing, Content. You bear the entire risk of the completeness, accuracy or usefulness of Content found on our Service.

Members and other guests may generate Content in chat rooms and message boards, etc. This kind of Content must reflect our standards, and we may remove it if, in our best judgment, it does not meet those standards. When we do, if you are a Member, you may receive a warning from us if your Account (described in the Membership Agreement) was responsible for posting the offensive Content. If it's a serious offense or you've violated our rules before, we may ban you from participating on [TheQuiltShow.Com](http://TheQuiltShow.Com) and terminate your Member Account without refund.

The following content is not permitted in member profiles, chat rooms, or message boards:

Strong or vulgar language is not permitted

Crude or explicit sexual references are not permitted,

Discussions of illegal drugs is not permitted,

Hate speech of any kind is offensive, inappropriate, and is not permitted.

Political opinions are inappropriate and are not permitted.

Religious opinions and beliefs are inappropriate and are not permitted.

In other cases, there may be "gray areas". Always use your best judgment. If you would not say something in a room full of people you have never met, or in the workplace, please don't post it on our message boards or chat. [TheQuiltShow.Com](http://TheQuiltShow.Com) makes the final determination about whether Content is objectionable or not. This determination is in our sole discretion, and is final.

[TheQuiltShow.Com](http://TheQuiltShow.Com) representatives may monitor your communications on [TheQuiltShow.Com](http://TheQuiltShow.Com). But, because we cannot monitor all of the Content on [TheQuiltShow.Com](http://TheQuiltShow.Com), and we do not attempt to do so, you might encounter something you don't want to see. You can report inappropriate postings via the Report Bad Behavior button.

At no time will [TheQuiltShow.Com](http://TheQuiltShow.Com) staff members ask you for your password or account information. Your good judgment in making reports, particularly about the opinions of others, is important and appreciated. [TheQuiltShow.Com](http://TheQuiltShow.Com) does not endorse or oppose the opinions of any Member or guest, but we may take issue with the content of the opinion or the manner in which an opinion is expressed.

#### Online Conduct.

You agree that you will be personally responsible for your use of the Service and for all of your communication and activity on the Service, including any Content you contribute, and that you will indemnify and hold harmless [TheQuiltShow.Com](http://TheQuiltShow.Com), its parent, affiliates, employees, officers, and directors from any liability or damages arising from your conduct on [TheQuiltShow.Com](http://TheQuiltShow.Com), including any Content that you contribute. Online conduct should be guided by common sense and basic etiquette. You will violate the Terms of Service if you (or others using your Account) do any of the following:

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Post, transmit, promote, or distribute Content that is illegal.

Harass, threaten, embarrass, or do anything else to another Member or guest that is unwanted. This means: don't say bad things about them, don't keep sending them unwanted messages, don't attack their race, sexual orientation, religion, heritage, etc. If you disagree with someone, respond to the subject, not the person.

Transmit or facilitate distribution of Content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable. Hate speech is not tolerated.

Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting [all caps] in an attempt to disturb other users, or flooding [posting repetitive text]. This is online vandalism, and it ruins the experience for others.

You may not impersonate another person (including celebrities), indicate that you are a TheQuiltShow.Com or ARJJ Inc. employee or a representative of TheQuiltShow.Com, or attempt to mislead users by indicating that you represent TheQuiltShow.Com. or any of TheQuiltShow.Com's partners or affiliates.

Attempt to get a password, other account information, or other private information from a Member or any other user on TheQuiltShow.Com. Remember: TheQuiltShow.Com employees will NEVER ask for your password. Don't give your password, reminder words, or billing information out to anyone.

Upload any Content that you do not own or have permission to freely distribute

Promote or encourage any illegal activity including hacking, cracking or distribution of counterfeit or copied content from [www.TheQuiltShow.Com](http://www.TheQuiltShow.Com)

Upload files that contain a virus or corrupted data;

Post messages for any purpose other than personal communication. You may not post or transmit advertising, promotional materials, chain letters, pyramid schemes, or make any commercial use of our Service. The member's profiles includes an option for quilt shops and professional teachers create an additional page for members to view. The information contained in these pages is subject to the same terms listed here.

Improperly use complaint buttons or make false reports to TheQuiltShow.Com staff members.

Obey the rules wherever you are. This includes rules of interactive service providers, state, local, federal laws, or foreign or international law where appropriate. Ignorance of the law is no excuse. Other services have their own rules, and you should consult them before interacting.

Illegal behavior.

The laws that apply in the offline world must be obeyed online as well. We have zero tolerance for illegal behavior on TheQuiltShow.Com. We terminate use of the Service and cooperate with law enforcement on such matters.

Links to Third-Party Sites.

TheQuiltShow.Com may include hyperlinks to web sites operated by parties other than TheQuiltShow.Com, including advertisers and other content providers. Those sites may collect data or solicit personal information from you when you visit their sites. TheQuiltShow.Com does not control such web sites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those sites may collect.

Connecting to the Service; Public Nature of Communications.

When you connect to TheQuiltShow.Com, we may retrieve information from the computer used to log onto the Service about the computer's hardware system and any data related to the computer's operation at [thequiltshow.com](http://thequiltshow.com). We will not collect any personal information about you, however, without your knowledge and consent as stated in our Privacy Policy.

You understand that it is necessary, and accept, that cookies to be placed on your computer by TheQuiltShow.Com as they directly relate to permissions and restrictions of your membership level.

You acknowledge and agree that your communications with other users via chats, conferences, bulletin boards, and any other avenues of communication on this Service are public (not private) communications, and that you have no expectation of privacy concerning your use of this Service. You acknowledge that personal information that you communicate on this Service may be seen and used by others and result in unsolicited communications, and that your member profile contain only such information as you are willing to divulge. TheQuiltShow.Com is not responsible for information that you choose to communicate to other users on the Service, or for the actions of other users.

Commercial Activity and Unsolicited E-mail.

You may not advertise any goods or services on TheQuiltShow.Com outside of the profiles that permit such advertisement – quilt profiles, shop

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profiles, professional teachers profiles. This service is offered at a minimum price.

Chain letters and pyramid schemes are not allowed. You may not use any area of TheQuiltShow.Com to collect information, including login names, about TheQuiltShow.Com Members, and use of such information to send unsolicited e-mail or for any other purpose is strictly prohibited. You may not exploit TheQuiltShow.Com, or any services offered on TheQuiltShow.Com for any commercial purpose. Any violation of these provisions can subject your TheQuiltShow.Com Account to immediate termination (or result in revocation of Guest status, if you are a guest) and further legal action.

Copyrights and Trademarks; Proprietary Rights.

Much of the Content available on TheQuiltShow.Com is owned by TheQuiltShow.Com or our licensors, and is protected by copyrights, trademarks, and other intellectual property rights. It is very easy to copy things in cyberspace, but that doesn't make it acceptable or legal. You shall not copy or download any Content from TheQuiltShow.Com.com unless we have expressly authorized you to do so.

You must also have the legal right to upload any Content to TheQuiltShow.Com before you do so. You shall not copy, transmit, modify, distribute, show in public or in private, modify or create any derivative works from the Content you find on TheQuiltShow.Com, unless ARJJ Inc. expressly authorizes you to do so. Making unauthorized copies of any Content found on TheQuiltShow.Com can lead to the termination of your TheQuiltShow.Com Account (or revocation of Guest status, if you are a guest) and may subject you to further legal action. Similarly, other content owners may take criminal or civil action against you. In that event, you agree to indemnify and hold harmless TheQuiltShow.Com and its parent, subsidiaries, affiliates, related companies, employees, officers, directors and agents.

Once you post or send any Content to TheQuiltShow.Com, you expressly grant TheQuiltShow.Com the complete and irrevocable right to quote, re-post, use, reproduce, modify, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the Content in any form, anywhere, with or without attribution to your screen name in TheQuiltShow.Com's discretion, and without any notice or compensation to you of any kind.

Required Software.

Access to some content on TheQuiltShow.Com may require that you download software onto your computer (Flash Player for example, to watch the show). You understand that various technologies may not be consistent across all platforms and that the performance and some features offered by TheQuiltShow.Com may vary depending on your computer and other equipment.

THEQUILTSHOW.COM HAS NO LIABILITY OF ANY KIND OR NATURE IN CONNECTION WITH YOUR USE OF THE THEQUILTSHOW.COM SOFTWARE (INCLUDING LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGE TO YOUR COMPUTER HARDWARE OR SOFTWARE), AND THE ENTIRE RISK OF USE (INCLUDING WITHOUT LIMITATION ANY DAMAGE TO YOUR COMPUTER HARDWARE OR SOFTWARE) RESIDES WITH YOU.

Limitations On Warranty And Liability.

YOU EXPRESSLY AGREE THAT THE USE OF THEQUILTSHOW.COM AND THE INTERNET IS AT YOUR SOLE RISK. OUR SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. THEQUILTSHOW.COM INC. PROVIDES THE SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT THEQUILTSHOW.COM INC. WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THEQUILTSHOW.COM IS TO STOP USING THE SERVICE, AND TO CANCEL YOUR ACCOUNT AS STATED IN THE MEMBERSHIP AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT THEQUILTSHOW.COM INC, ITS PARENT, SUBSIDIARIES AND AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE SERVICE. IN NO CASE SHALL THEQUILTSHOW.COM OR ITS PARENT'S, SUBSIDIARIES', AFFILIATES', EMPLOYEES', OFFICERS', OR DIRECTORS' (COLLECTIVELY, "THEQUILTSHOW.COM AFFILIATES") LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO THEQUILTSHOW.COM FOR THE SERVICE. IN NO CASE SHALL THEQUILTSHOW.COM OR THEQUILTSHOW.COM AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THEQUILTSHOW.COM, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF OR MEMBERSHIP WITH THEQUILTSHOW.COM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THEQUILTSHOW.COM'S AND THEQUILTSHOW.COM AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. THEQUILTSHOW.COM DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH THEQUILTSHOW.COM AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

TheQuiltShow.Com TOS: MEMBERSHIP AGREEMENT

You become a Member of TheQuiltShow.Com by completing our registration process. This Membership Agreement is a legal document that explains your rights and obligations as a member of TheQuiltShow.Com. Please read it carefully.

TheQuiltShow.Com Membership Basics

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Membership allows you to participate in certain activities on TheQuiltShow.Com. This Membership Agreement and any rules or instructions posted on TheQuiltShow.Com regarding a particular, activity, contest, or submission, constitutes the entire agreement between you and TheQuiltShow.Com regarding your use of the Service. If there is any conflict between the Membership Agreement and any other rules or instructions posted on TheQuiltShow.Com, TheQuiltShow.Com shall resolve the conflict in its sole discretion. As a member of TheQuiltShow.Com, you agree to all of the terms and conditions of the Interactivity Policy and our Privacy Policy, which are incorporated into this Membership Agreement.

When you accept this Agreement and complete TheQuiltShow.Com's registration process, you create an account with TheQuiltShow.Com ("Account") and select a screen name (same as user name and login name) and password. Your screen name is your online identity. You may not use a screen name that is used by someone else, and your screen name cannot be vulgar, or otherwise offensive, or be used in any way that violates the Terms of Service. You may not provide false information during the registration process.

You are solely responsible for all activity on your Account and for the security of your computer system. It is important that you not reveal your password to other users. TheQuiltShow.Com will not ask you to reveal your password or ever initiate any contact with you asking for your reminder words. If anyone states they are associated with our administrative offices and ask you for your password, they are participating in fraudulent behavior and you can report them to us. (If you forget your password, you we will verify your identity by using your account information on record which includes reminder words and we will send you your password via the email entered in your account information.) You agree not to reveal your password to other users. You agree to indemnify and hold TheQuiltShow.Com harmless for any improper or illegal use of your Account. This includes illegal or improper use by someone to whom you have given permission to use your Account. Your Account is at risk if you let someone use it inappropriately and your membership is subject to termination if you or anyone using your Account violates our Terms of Service. If your Account is terminated, you may not join TheQuiltShow.Com again without our expressed permission. You may not sell or charge others for the right to use your Account.

## 2. ACCESS, CHARGES, BILLING AND FREE TRIALS

You may be a Member of TheQuiltShow.Com without paying TheQuiltShow.Com and have limited access to some of our Services. However, TheQuiltShow.Com will charge fees to access certain areas of the Service, on TheQuiltShow.Com. You must be a member of TheQuiltShow.Com and pay the subscription or other fees to access these Services. If it required for you to pay a subscription fee to access a particular Service, this information will be posted TheQuiltShow.Com. You will be given the option to purchase the service by providing us with a valid credit card number and billing information. Current subscription fees and other billing information is published at our site and may change without notice.

THEQUILTSHOW.COM RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS SUBSCRIPTION FEES AND BILLING METHODS. THESE CHANGES CAN INCLUDE THE LENGTH OF TIME OF ACCESS TO SHOWS, THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT OR SERVICES PROVIDED BY THEQUILTSHOW.COM, UPON EFFECTIVE NOTICE TO YOU, WHICH SHALL INCLUDE NOTICE SENT TO YOUR DESIGNATED EMAIL ADDRESS. PURCHASES OF SHOWS ALLOWS THE USER ACCESS FOR A MINIMUM OF 1 FULL YEAR. TQS HAS CURRENTLY EXTENDED ACCESS TO THE SHOWS PAST 1 YEAR, BUT MAY AT ANY TIME REDUCE THE TIME OF ACCESS, BUT NOT FOR LESS THAN THE 1 YEAR MINIMUM. If any such change is unacceptable to you, you may terminate your subscription by calling customer service by them from our Contact Us page. Your continued use of the Service(s) following the effective date of a change to fees or billing methods shall constitute your acceptance of such change.

### A. Payment by Credit Card.

You must use a credit card to pay for Star Membership privileges. When you provide credit card information to TheQuiltShow.Com, you represent to TheQuiltShow.Com that you are the authorized user of the credit card that is used to pay subscription or other fees. Each time that you renew or purchase a service at TheQuiltShow.Com, you agree and reaffirm that TheQuiltShow.Com is authorized to charge your credit card for the fee associated with that service or purchase. You agree to promptly notify TheQuiltShow.Com of any changes to your credit card account number, its expiration date and/or your billing address, and you agree to promptly notify TheQuiltShow.Com if your credit card expires or is canceled for any reason. TheQuiltShow.Com provides auto-renewal for services. When prompted, an un-checked box will prohibit TheQuiltShow.Com from charging your card for auto-renewal.

### B. Charges to Your Credit Card.

YOUR STAR MEMBERSHIP FEES AND OTHER SERVICES ASSOCIATED WITH FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART. TheQuiltShow.Com reserves the right to change our fees or billing methods at any time and TheQuiltShow.Com will provide notice of any such change at least thirty (30) days advance. All changes will be posted on TheQuiltShow.Com and you are responsible for reviewing the billing section of TheQuiltShow.Com to obtain timely notice of such changes. Your continued use of the Service of thirty (30) days after posting of the changes on TheQuiltShow.Com means that you accept such changes. If any change is unacceptable to you, you may cancel your Membership or a particular subscription at any time, TheQuiltShow.Com will not refund any fees that may have accrued to your Account before cancellation of your Membership or subscription, and we will not prorate fees for any subscription. If your use of the Service is subject to use or sales tax, then TheQuiltShow.Com may also charge you for any such taxes, in addition to the subscription or other fees published in the billing section of TheQuiltShow.Com.

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. This means that, unless your Account or credit card information is obtained unlawfully or fraudulently by someone other than those authorized by you to use your Account, you will be responsible for all usage and purchases on your Account.

### C. Other Sites.

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We may provide links to other web sites. Some of these web sites may charge separate fees, which are not included in any subscription or other fees that you may pay to TheQuiltShow.Com. TheQuiltShow.Com may also provide access to third-party vendors, who provide content, goods and or services on TheQuiltShow.Com or the Internet. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility.

### 3. ONLINE CONDUCT, CONTENT, and QUILT IMAGES

Please refer to the Interactivity Policy. If you, or anyone using your Account, violate our online conduct or Content standards, TheQuiltShow.Com may take action against your Account. We may issue you a warning about the violation, or we may choose to immediately terminate your Account. You acknowledge that TheQuiltShow.Com is not required to provide you notice before terminating your Account, but it may choose to do so.

The Quilt Show enforces strict copyright laws. Quilt designs are owned by the creator until they become public domain. Members may not claim authorship or offer for sale at TheQuiltShow.com quilts they did not design.

It is the responsibility of the member to verify that the quilt is free of any restrictions, copyright or otherwise, before posting it as their own design or offering it for sale on TheQuiltShow.com . It is required on this website to give credit to the designer, the quilter and all other parties involved in the making of the quilt.

All members understand and agree that the quiltshow.com is not required to review or monitor any quilts posted on our site. TheQuiltShow.com will not be involved or responsible for any copyright claims or issues. If you feel that your quilt design is being used incorrectly or illegally, it is your responsibility to resolve all disputes directly with the offender.

### 4. INDEMNIFICATION

Upon request by TheQuiltShow.Com, you agree to defend, indemnify and hold harmless TheQuiltShow.Com and its parent, affiliates, subsidiaries, employees, contractors, officers, directors, vendors, and content providers from all liabilities, claims and expenses, including attorneys' fees, that arise from a breach of this Membership Agreement for which you are responsible or in connection with your transmission of any Content on TheQuiltShow.Com. TheQuiltShow.Com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to TheQuiltShow.Com in that matter. This Section 4 shall survive termination of this Agreement.

### 5. UPDATES AND MODIFICATIONS

TheQuiltShow.Com Inc. may update or revise the Membership Agreement at any time. By becoming a Member of TheQuiltShow.Com, you agree that TheQuiltShow.Com Inc. may change the terms of this Membership Agreement. If we revise the Membership Agreement, such revision shall be effective thirty (30) days after posting the new Membership Agreement on TheQuiltShow.Com. You agree to review the Membership Agreement periodically to become aware of such revisions. You can view the Membership Agreement at any time by clicking on the Terms of Service link at the bottom of our TheQuiltShow.Com home page. Your continued use of the Service thirty (30) days after a revised Agreement is posted on TheQuiltShow.Com will mean that you accept all such revisions. If you don't agree to the changes, or to any of the terms in this Membership Agreement, your only remedy is to cancel your Account (or subscription to a particular area or game).

### 6. TERMINATION

Either you or TheQuiltShow.Com Inc. has the right to terminate or cancel your Membership or a particular subscription at any time. You understand and agree that the cancellation of your Account or a particular subscription is your sole right and remedy with respect to any dispute with TheQuiltShow.Com Inc. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Membership Agreement or TheQuiltShow.Com Inc.'s enforcement or application of this Agreement; (2) any policy or practice of TheQuiltShow.Com, including the Interactivity Policy and the Privacy Policy, or TheQuiltShow.Com's enforcement or application of these policies; (3) the Content available through TheQuiltShow.Com or any change in Content provided through TheQuiltShow.Com; (4) your ability to access and/or use TheQuiltShow.Com; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

You can cancel your Membership or a particular subscription by delivering notice to TheQuiltShow.Com's Customer Service Department by using the Customer Service selection on the our Contact Us page. TheQuiltShow.Com reserves the right to collect fees, surcharges or costs incurred before you cancel your TheQuiltShow.Com Membership or a particular subscription. In addition, you are responsible for any charges incurred to third-party vendors or content providers before your cancellation. In the event that your Account or a particular subscription is terminated or canceled, no refund, including any Membership fees, or fees associated with other services will be granted. Active members at TheQuiltShow.Com may not allow former Members whose Memberships have been terminated by TheQuiltShow.Com to use their Accounts. Any delinquent or unpaid Accounts or Accounts with unresolved issues with TheQuiltShow.Com must be settled before TheQuiltShow.Com may allow you to register again.

### 7. OTHER LEGAL TERMS

You agree that this Membership Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. You also understand and agree that the TheQuiltShow.Com Interactivity Policy and the TheQuiltShow.Com Privacy Policy, including TheQuiltShow.Com's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon

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any person. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The laws of the State of Colorado, excluding its conflicts-of-law rules, govern this Agreement and your Membership. As noted above, Member conduct may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with TheQuiltShow.Com or relating in any way to your Membership or your use of TheQuiltShow.Com resides in the courts of Colorado and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Colorado in connection with any such dispute including any claim involving TheQuiltShow.Com Inc. or its parent, affiliates, subsidiaries, employees, contractors, officers, directors, vendors and content providers.

You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or software subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to TheQuiltShow.Com any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. The assurances and commitments in this Section 6 shall survive termination of this Agreement.

{comments off}