



## **PNY Blog Site Terms and Conditions**

### **Acceptance of Contract Terms**

#### **LEGAL NOTICE - PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS BLOG SITE**

This legal notice is an enforceable agreement between you and PNY Technologies, Inc. ("PNY") with regard to your use of the PNY Blog Site (herein the "Blog"). Before you begin using the Blog, you must read and agree to these Blog Site Terms and Conditions, as well as the following additional terms and conditions, including any future amendments, hereby incorporated by reference into this document and collectively referred to herein as the "Terms":

- PNY Website Terms of Use at <http://www3.pny.com/termsfuse.aspx>
- PNY Privacy Statement at <http://www3.pny.com/privacy.aspx>

You should periodically return to this site and review the current version of the Terms. PNY may, in its sole discretion, modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by these Terms, you may not use the Blog service. In the event of an inconsistency between this document and either PNY's Website Terms of Use or the PNY Privacy Statement, this document shall control. Nothing in these Terms shall be deemed to confer any third-party rights or benefits.

### **Description of Service**

This Blog is a web publishing service provided for general use by PNY to its customers and web site users. This Blog is moderated by a PNY representative who reserves the right to exercise editorial control over all posted content. By submitting a comment to the Blog, you understand and agree that we may post your comment in its entirety, in an edited version, or not at all. Any editing will be done primarily for purposes of clarity, length or deletion of offensive, inappropriate, or potentially defamatory material.

The Blog moderator may include information about, and links to, other PNY content and information that may be of interest to you and are related to the topic of the Blog. PNY may also sometimes link to outside third party web sites that are related to the Blog discussion, that we believe may be of interest to you. These links are not provided for the purposes of marketing or advertising, and PNY is not responsible for the content or practices of any third party web sites.

You agree that you are responsible for all activities occurring under your username account and for keeping your password secure. You understand and agree that the Blog service is provided to you on an AS IS and AS AVAILABLE basis. PNY disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Blog or any other client software. PNY also reserves the right to modify, suspend or discontinue the Blog with or without notice at any time and without any liability to you.

### **Content**

You agree that you are responsible for your own use of the Blog, for any content posts that you make, and for any consequences thereof. You agree that you will use the Blog in compliance with all applicable local, state, national, and international laws, rules and regulations, including any



laws regarding the transmission of technical data exported from your country of residence and all United States export control laws. You understand and agree that comments or opinions expressed on the Blog are those of their respective contributors only. The views expressed by any contributors do not represent the views of PNY Technologies, its management or employees. PNY is not responsible and disclaims any and all liability for the content of comments written by you or any contributors to the Blog.

PNY is not obligated to monitor the content of the Blog hereunder, and takes no responsibility for such content. Instead, PNY merely provides access to such content as a service to you. PNY does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any communications posted via the Blog or endorse any opinions expressed via the Blog. You acknowledge that any reliance on material posted via the Blog will be at your own risk. PNY takes no responsibility for third-party content (including, without limitation, any viruses or other disabling features), nor does PNY have any obligation to monitor such third-party content.

PNY reserves the right at all times to remove or refuse to distribute any content on the Blog. PNY also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms, 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 PNY, its users and the public. PNY will not be responsible or liable for the exercise or non-exercise of its rights under these Terms.

You represent that comments posted by you on the Blog will not defame, compromise the trade secrets or confidential information of, or violate the copyright or other intellectual property rights of, any third party. You agree to defend, indemnify and hold PNY harmless from and against any claims, losses or liabilities based on a violation of the foregoing representation. Violation of any of the foregoing may result in immediate termination of these Terms, and may subject you to state and federal penalties and other legal consequences. PNY reserves the right, but shall have no obligation, to investigate your use of the Blog in order to (a) determine whether a violation of the Terms has occurred or (b) comply with any applicable law, regulation, legal process or governmental request. You understand that content sites such as the Blog may carry offensive, harmful, inaccurate or otherwise inappropriate material, or in some cases, postings that have been mislabeled or are otherwise deceptive. We expect that you will use caution and common sense and exercise proper judgment when using the Blog.

## **Privacy**

As a condition of using the Blog, you agree to the terms of the PNY Privacy Statement which may be updated from time to time, as expressed in the most recent version that exists at the time of your use. It is in the nature of blogs for contributors to take responsibility for their posted comments. We therefore do not accept anonymous comments. By submitting a comment to the Blog, you understand and agree that your full name and company name will be posted along with your comment. To that extent, you do not have the same degree of privacy or confidentiality as you receive in other areas of PNY.com.

You agree that PNY may access or disclose your personal information, including the content of your communications, if PNY is required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms. Personal information collected by PNY may be stored and processed in the United States or any other country in which PNY, Inc. or its agents maintain facilities. By using the Blog, you consent to any such transfer of information outside of your country.



## Intellectual Property Rights

You agree that all posted comments are the property of PNY Technologies Inc, and hereby assign and confer ownership to PNY of any content you post on the Blog. By posting your comment(s) on the Blog, you acknowledge and agree that your comment(s) may be reused by PNY or quoted in other media and might be attributed to you by name. You acknowledge that PNY owns all right, title and interest in and to the Blog and all posted comments, including all intellectual property rights (the "PNY Rights"). PNY Rights are 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 the Blog. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any comments or content submitted.

## General

Use and Storage. You agree that PNY has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Blog. PNY retains the right to create limits on use and storage at our sole discretion at any time with or without notice.

No Resale. Unless expressly authorized in writing by PNY, you agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes (a) any portion of the Blog, (b) use of the Blog, or (c) access to the Blog.

Termination; Suspension; Refusal of Service. PNY may, in its sole discretion, at any time and for any reason, terminate the Blog, terminate these Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system. You must be at least thirteen (13) years of age to use the Blog. PNY reserves the right to refuse service to anyone at any time without notice for any reason.

Indemnification. You agree to hold harmless and indemnify PNY, and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to your use of the Blog, 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. In such a case, PNY will provide you with written notice of such claim, suit or action.

Copyright Information. It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that your copyright has been infringed on the Blog, please contact PNY for information on how to file or respond to a notice of infringement.

Entire Agreement. These Terms constitute the entire agreement between you and PNY and governs your use of the Blog, superseding any prior agreements between you and PNY.