

Web Site Visitor Agreement and Terms of Use

Welcome to Cox.com, a service of Cox Communications, Inc. Please read this Visitor Agreement and Terms of Use (the "Agreement"). By using this service, you agree to abide by its terms. The Web is an evolving medium. We may change the terms of this Agreement from time to time to address new issues or situations. By continuing to use the service after we post notice of any such changes, you agree to accept the new terms. The cox.com Copyright Policy is incorporated by reference herein.

Cox.com is provided to you free of charge, "as is." By registering with cox.com or using the site, you agree that, to the extent set forth in the cox.com Privacy Policy and subject to the limitations set forth therein, we may disclose any information you provide or that we obtain concerning your use of the Cox.com site and any services it offers.

You may only use cox.com for legal purposes. You may not use cox.com or its services to publish, post, distribute or disseminate any defamatory, obscene or other unlawful material or information, including another's proprietary information, without express authorization from the rights holder. You may not use cox.com to collect or harvest personal information, including Internet addresses, about other cox.com users.

Cox.com uses its best efforts to maintain the site, but is not responsible for any defects that exist in cox.com or any resulting lost profits or other consequential damages. Cox.com does not purport to be error free and does not warrant that it is suitable for the particular purpose that you have in mind when using it. Cox may in its sole discretion and at any time modify or discontinue cox.com; and limit, terminate or suspend your use of or access to cox.com.

If you find any material on the site that you believe to be inaccurate, we encourage you to bring it to our attention. You may email a copy of the material along with an explanation of your objection to the material by [clicking here](#).

By posting messages, uploading files, inputting data, or engaging in any other form of communications through this service, you are granting Cox and its affiliated entities a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to:

1. Use, copy, sublicense, adapt, transmit, retransmit, distribute and/or publicly perform or display any such communication;
2. Sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the communication.

The foregoing grants shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark, patent laws or the law of ideas under any relevant jurisdiction.

By submitting material to cox.com, you are representing that you are the owner of the material or are making your submission with the express consent of the owner. Submitting material that is the property of another without the express consent of its owner, is not only a violation of this Agreement, but may also subject you to legal liability for infringement of copyright, trademark or other intellectual property rights.

Cox encourages an open exchange of information and ideas; however, it does not and cannot review every posting made in the chat rooms, forums and other public areas. Accordingly, Cox does not endorse or guarantee the accuracy of any posting, regardless of the source.

Responsibility for content posted in the chat rooms, forums and other public areas on the cox.com site lies with each user. By using cox.com, you agree not to post or transmit any defamatory, abusive, obscene, threatening or illegal material or any material that infringes on the intellectual property rights, privacy rights or other protected rights of others - including, but not limited to transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law. You agree not to use the site in a manner that restricts or inhibit any other user from using and enjoying the site. You agree not to post or transmit any information, software or other material that contains a virus or harmful component. Cox retains the right to deny access to anyone who Cox believes has violated these terms or any other terms of this Agreement.

Although Cox does not have the responsibility or obligation to monitor all postings in chat rooms, forums and public areas, it does retain the right to delete, move or edit any postings that come to its attention that it deems unacceptable or inappropriate for any reason. Cox will not, in the ordinary course of business, review private electronic messages that are not addressed to Cox; however, Cox will comply with the requirements of the law governing the disclosure of such messages to others, including law enforcement agencies.

No Soliciting. You agree not to use the cox.com site to advertise or solicit anyone to buy or sell products or services or to make donations of any kind without Cox's express written consent.

Disclaimer of Warranties and Liability

Please read this disclaimer carefully before using cox.com.

In the event that Cox or its affiliated entities have provided links and pointers to Internet sites maintained by third parties, unless expressly stated otherwise, no inference or assumption should be made and no representation may be implied that either Cox or its affiliated entities operates or controls in any way any information, products or services on these third party sites.

YOU AGREE THAT YOUR USE OF THIS SERVICE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE SERVICE, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, INACCURACIES OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THIS SERVICE OR ANY MATERIAL AVAILABLE THROUGH THIS SERVICE, YOU DO SO AT YOUR OWN RISK.

THE MATERIALS ON THIS SITE ARE PROVIDED TO YOU "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. SPECIFICALLY, COX AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE ON OR THROUGH THE SITE. NOR DO THEY GUARANTEE THAT THE SITE WILL BE ERROR-FREE OR CONTINUOUSLY AVAILABLE OR THAT THE SITE, INCLUDING BULLETIN BOARDS OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COX DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS SITE OR IN THIRD-PARTY SITES OR YOUR RELIANCE THEREUPON IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. YOU, AND NOT COX, ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION.

UNDER NO CIRCUMSTANCES SHALL COX OR ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES. THIS PROVISION INCLUDES, WITHOUT LIMITATION, ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIABILITY OF COX AND ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO THE SERVICE OR THE USE OF THE SERVICE.

Termination

This Agreement is effective until terminated by Cox, at any time without notice. In the event of termination, you are no longer authorized to access the chat rooms, bulletin boards or other public areas of the site, and the restrictions imposed on you with respect to material downloaded from the site, the disclaimers and limitations of liability set forth in this Agreement shall survive.

Indemnification

You agree to indemnify and hold harmless Cox, its parents, affiliates, licensees and their respective directors, officers, employees and agents from and against all liabilities, claims damages and expenses, including attorneys' fees, arising out of your use of the Site, or your violation or alleged violation of the terms of this Agreement.

Other

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any principles of conflicts of law. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

When we give you the password, it is for your use; not anyone else's use. Please enter the password into computers and devices yourself; don't give the password out to anyone. You will be responsible for anything you do or guests do on your devices. If we are informed that there are violations, we can discontinue service. Please inform us if you feel the password has been disclosed to someone where you feel we need to change it.

X_____

(Signature & Date)