Terms of Use

**User Agreement**

TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

This Site is made available to you, subject to the following Terms of Service ("TOS"), which may be updated or modified from time to time without notice to you. SanditePride.com reserves the right to change the TOS at any time in its discretion and to notify users of any such changes solely by changing the TOS. Your continued use of any portion of the Site after the posting of any amended TOS shall constitute your agreement to be bound by any such changes. In addition, when using particular features of the Site, you shall be subject to any posted guidelines or rules applicable to such features which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by this reference into the TOS. Any new features later added to the Site that augment or enhance the current Site shall be subject to the TOS. References in the TOS to SanditePride.com include Sandite Pride, its parent, subsidiary and affiliate companies. The "Site" refers to the SanditePride.com website, and all such pages, information, data, text, software, music, sound, photographs, graphics, video, messages or other materials and content on the Site.

You understand and agree that the Site is provided "AS-IS" and that SanditePride.com assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

In order to use the Site, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device, and you assume the entire cost of all necessary maintenance or repair relating to such equipment.

2. COPYRIGHT AND COPYRIGHT COMPLAINTS

All information, content, services and software displayed on, transmitted through, or used in connection with the Site, including but not limited to news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like, as well as its selection, layout and arrangement (collectively, the "Content"), is owned by Sandite Pride, and its affiliated companies, licensors and suppliers. Sandite Pride, its affiliated companies, licensors and suppliers, exclusively own all right, title and interest (including but not limited to all copyright interest) to such Content, with All Rights Reserved. You may use the Content solely for your occasional personal, non-commercial use, provided you do not remove any trademark, copyright or other notice from such Content. No other use is permitted without prior written permission of SanditePride.com. The permitted use described in this Paragraph is contingent on your compliance at all times with the TOS. You must abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Site.

The Site has been specially designed for presentation of Content in a unique format and appearance to our users. We are concerned about the integrity of our Site when it is viewed in a setting created by a third party that includes advertising or other materials that we have not authorized to be displayed with our Site. Without limiting the provisions of the above paragraph, neither you nor any third party shall make use of the Content in any manner that constitutes an infringement of our rights, including copyright. You may not, for example, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in, or use the Content to construct, any database, compilation or archive. You may not modify, sell, publish, transmit, display or otherwise use in any public or commercial manner any portion of the Content. You may not frame or utilize framing techniques that involve any Content or portion of the Site or suggest any relationship between our Site and you without our express written consent. You may not scrape our Content or Site. You agree not to: decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site, or insert any code or product or manipulate the Content or Site in any way that affects the user's experience, or use any data mining, data gathering, or data mining extraction method with respect to the Content or Site, or use any cancelbots or Trojan horse in connection with your use of the Site.

Requests to use Content for any purpose other than as permitted in the TOS must be directed to Sandite Pride 918-899-0823, SanditePrideNews@gmail.com. If you do not seek and obtain such authorization, you should assume no third party has the right to allow you to use the Content.

We have registered an agent with the United States Copyright Office to receive notice of a claimed copyright infringement in accordance with the terms of the Digital Millennium Copyright Act (the "Act"). SanditePride.com avails itself of all of the protections under the Act. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide notice of all necessary information relating to the alleged infringement to our designated Sandite Pride, c/o Copyright Infringement, SanditePrideNews@gmail.com. This contact information is only for good faith suspected copyright infringement. Contact information for other matters is provided elsewhere on this Site.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. The decision to provide this information is purely optional. However, if you elect not to provide such information, you may not be able to access certain Content or participate in various areas of the Site. Using a name other than your own name is prohibited. If you provide any information that is untrue, inaccurate, not current or incomplete, or SanditePride.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SanditePride.com has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Please remember that the Site is designed to appeal to a broad audience. Accordingly, if you are the legal guardian for any minor children, it is your responsibility to determine whether the Site and/or Content is appropriate for your child.

4. SANDITEPRIDE.COM PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy. In the case of a conflict between the TOS and the terms of any electronic or machine readable statement or policy (for example, a P3P electronic privacy policy), the TOS shall control. Similarly, in case of conflict between the TOS and our Privacy Policy, the TOS control.SanditePride.com reserves the right to send electronic mail to you for the purpose of informing you of changes or addition to the Site. SanditePride.com may contact you via e-mail regarding your participation in user surveys, asking for feedback on the Site and existing products and services. This information will be used to improve our Site and better understand our users, and any information obtained in such surveys will not be shared with third parties, except in aggregate form.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify SanditePride.com of any unauthorized use of your password or account or any other breach of security, and you agree not to sell, transfer or assign your account, password or any associated rights. You are responsible for maintaining the confidentiality of your password and for restricting access to your computer so that others may not access the Site using your name in whole or in part. SanditePride.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

6. USER SUBMISSION

Should you send any materials, ideas, or content of any nature, including but not limited to photographs and documents (collectively, "User Submission") to SanditePride.com, you do so with the understanding no additional consideration of any sort will be provided to you, and you are hereby waiving any claim against SanditePride.com and its affiliates regarding the Use (as defined below) of any User Submission.

For any User Submission, you hereby grant SanditePride.com, its affiliates and related entities, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such User Submission (or any part thereof), in any form, media, software or technology of any kind now existing or developed in the future (collectively, "Use"). Without limiting the generality of the previous sentence, you hereby authorize SanditePride.com to share any User Submission in whole or in part with all affiliated companies and web sites, to include any User Submission in whole or in part in a searchable format accessible by users of SanditePride.com and other companies and web sites, and to use in our discretion your name and any other information in connection with any Use of any User Submission you provide. You also hereby grant SanditePride.com and its affiliates the right to Use any material, information, ideas, concepts, know-how or techniques contained in any User Submission you send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products or services. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

By providing any User Submission or communicating with SanditePride.com, including, for example, communication on any bulletin board, forum, message or chat area, posting any content, placing any advertisement, entering any sweepstakes, etc., you represent and warrant: (1) you own or otherwise have all necessary rights to any User Submission you provide and the rights to Use it and provide it to us as provided in the TOS; (2) all information you provide is true, accurate, current and complete, and does not violate the TOS; and, (3) any Use of any User Submission provided by you will not cause injury to or violate the rights of any person or entity.

7. FEES AND PAYMENTS

SanditePride.com reserves the right at any time to charge fees for access to any portion of the Site or the Site as a whole. Such fees, if any, will be posted in appropriate locations on the Site. Sandite Pride will charge a $5 processing fee for refunds remitted to the customer.

8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

9. INDEMNITY

You agree to indemnify and hold SanditePride.com, its affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of your access or use of the Site (including but not limited to any Content obtained through the Site), your connection to the Site, your violation of the TOS, your violation of applicable law, or any rights of another, or any User Submission provided by you to SanditePride.com (including but not limited to any subsequent Use by SanditePride.com). You shall cooperate as fully as reasonably required in the defense of any such claim.

10. NO RESALE OF SITE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site.

11. MODIFICATIONS TO SITE

SanditePride.com reserves the right at any time and from time to time to modify, restrict, suspend or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice or liability. You hereby agree that SanditePride.com shall not be liable to you or to any third party for any modification, restriction, suspension or discontinuance of the Site (nor any part thereof). In addition, SanditePride.com may at any time transfer rights or obligations hereunder to any affiliate or business unit, or any of their affiliated companies or divisions, or any entity that acquires SanditePride.com or any of its assets.

12. TERMINATION

You agree that SanditePride.com, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Site, and remove and discard any Content within the Site, for any reason, including, without limitation, for lack of use or if SanditePride.com believes in its sole discretion that you have violated or acted inconsistently with the letter or spirit of the TOS. You hereby agree that any termination of your access to the Site under any provision of the TOS may be effected without prior notice, and hereby acknowledge and agree that SanditePride.com may immediately deactivate or delete your account and all related information and/or bar any further access to the Site. Further, you hereby agree that SanditePride.com shall not be liable to you or any third-party for any termination of your access to the Site.

13. DEALINGS WITH ADVERTISERS AND PURCHASE TRANSACTIONS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You hereby agree that SanditePride.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site.

During your visit to our Site you may elect to engage in a transaction involving the purchase of a product such as a newspaper subscription, a print or online advertisement or other tangible goods and services. To serve you most efficiently, credit card transactions and order fulfillment are often handled by a third party processing agent, bank or distribution institution. While in most cases transactions are completed without difficulty, there is no such thing as "perfect security" on the Internet or offline. If you're concerned about online credit card safety, in most cases a telephone number will be made available so you can call us and place your order by phone. SanditePride.com is not responsible or liable for the success or security of transactions undertaken or processed by third parties.

On occasion, a product or service may not be available at the time or the price as it appears in an advertisement. In such event, or in the event a product is listed at an incorrect price or with incorrect information due to typographical error, technology effort, error in the date or length of publication, or error in pricing or product information received from our advertisers or suppliers, you hereby agree SanditePride.com is not responsible or liable for such errors or discrepancies.

14. LINKS

The Site may provide, or third parties may provide, links to other World Wide Web sites or resources. Because SanditePride.com has no control over such sites and resources, you hereby acknowledge and agree that SanditePride.com is not responsible or liable for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that SanditePride.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

15. SANDITEPRIDE.COM'S PROPRIETARY RIGHTS

You hereby acknowledge and agree that the Site and any necessary software used in connection with the Site ("Software") contain proprietary and confidential information that is protected by applicable copyright, intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Site or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized bySanditePride.com or (if applicable) its advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site or the Software, in whole or in part.

16. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND HEREBY AGREE THAT:

•a. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SANDITEPRIDE.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, USAGE OF TRADE OR COURSE OF DEALING.

•b. SANDITEPRIDE.COM MAKES NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) ACCESS TO, OR USE OF, THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OR CONTENT OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL REVIEWED, PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS OR BE SUITABLE FOR YOUR NEEDS, AND (V) ANY ERRORS IN THE CONTENT, SITE OR SOFTWARE WILL BE CORRECTED.

•c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU HEREBY ASSUME ALL RESPONSIBILITY (AND THEREBY HOLD SANDITEPRIDE.COM HARMLESS), BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION.

•d. NO CONTENT, ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

•e. THE SITE CONTAINS FACTS, VIEWS, OPINIONS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTY INDIVIDUALS AND ORGANIZATIONS. SANDITEPRIDE.COM DOES NOT REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE SITE. ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION IS AT YOUR SOLE RISK.

17. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SANDITEPRIDE.COM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SANDITEPRIDE.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY CONTENT, GOODS, DATA, INFORMATION OR SERVICES REVIEWED, PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE. REGARDLESS OF WHETHER ANY REMEDY OR WARRANTY (IF ANY) PROVIDED BY THE TOS OR BY OPERATION OF LAW FAILS OF ITS ESSENTIAL PURPOSE, THE CUMULATIVE MAXIMUM RECOVERY AGAINST SANDITEPRIDE.COM, ITS PARENT, SUBSIDIARY OR AFFILIATE COMPANIES, FOR ANY CLAIM OF ANY NATURE DIRECTLY OR INDIRECTLY RELATING TO THE TOS, THE SITE OR ANY CONTENT, INCLUDING BUT NOT LIMITED TO ANY USE OF, OR INABILITY TO USE THE SITE, OR CONTENT, SHALL NOT EXCEED THE FEE (IF ANY) ACTUALLY PAID BY THE CLAIMANT TO SANDITEPRIDE.COM FOR THE SPECIFIC ONE-TIME USE OF THAT PORTION OF THE SITE OR MATERIAL AT ISSUE. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS CONTAINED IN THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OF THE TOS.

18. SPECIAL ADMONITION FOR CONTENT RELATING TO FINANCIAL MATTERS

If you intend to review or use the Site for information concerning companies, stock quotes, investments or securities, the phrase "Let the investor beware" is apt. The Site is provided for informational purposes only, and no Content included in the Site is intended for trading or investing purposes. SanditePride.com shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted via the Site, and shall not be responsible or liable for any trading or investment decisions made based on such information.

19. TRADEMARK INFORMATION

SanditePride.com and Sandite Pride, SanditePride.com and Sandite Pride logos, and other SanditePride.com and Sandite Pride logos and product and service names (collectively, the "Marks") are tradenames, trademarks and/or intellectual property of Sandite Pride and/or its subsidiaries. Without prior permission of Sandite Pride, you agree not to display or use in any manner, the Marks.

20. GENERAL INFORMATION

•a. The TOS constitute the entire agreement between you and SanditePride.com and govern your use of the Site, superceding any prior agreements, terms or understandings between you and SanditePride.com, whether written or oral. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

•b. The TOS and the relationship between you and SanditePride.com shall be governed by the laws of the State of Oklahoma without regard to its conflict of law provisions. With respect to any claim or suit directly or indirectly relating to your use of the Site or any of the TOS, you hereby agree to accept service of process and submit to the personal and exclusive jurisdiction and venue of the courts located within Tulsa County, Oklahoma, and you hereby waive any objections thereto.

•c. The failure of SanditePride.com to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision.

•d. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

•e. You hereby agree that regardless of any statute or law to the contrary, any claim or cause of action directly or indirectly arising out of or related to use of the Site, Content or the TOS must be filed in a federal or state court within Tulsa County, Oklahoma within three (3) months after the earliest date on which any event, act or omission giving rise to such claim or cause of action first began or such claim shall be forever barred and you hereby agree such claim is forever waived. You and SanditePride.com hereby irrevocably waive any and all right to trial by jury directly or indirectly arising out of or relating to matters covered by the TOS or your actual or attempted use or access of the Site (including but not limited to any matters relating to Content on the Site).

•f. SanditePride.com shall be excused from any performance or obligation to the extent of any delay or interference by factors beyond its reasonable control, including but not limited to acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, acts of war or terrorists, strikes, fires, floods or other catastrophes.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

VIOLATIONS

Please report any violations of the TOS to SanditePrideNews@gmail.com