

WEBSITE USAGE POLICY

PLEASE READ THIS WEBSITE USAGE POLICY CAREFULLY BEFORE USING THIS WEBSITE.

Your use of Our Tennessee Family Tree.com website (the "Site") is expressly conditioned on your acceptance of the following terms and conditions. By using the Site, you agree to these terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use the Site.

1. OWNERSHIP.

Except for items in the public domain, the information, photos, graphics,, processes, designs, software, technologies, trademarks, trade names and all other materials comprising the Site (collectively, the "Materials"), are wholly owned by the site and/or its content providers. The Site contains copyrighted material, trademarks, and other proprietary information including, without limitation, text, software, photos, graphics, and the entire contents of the Site is copyrighted under the United States copyright laws. Our Tennessee Family Tree.com owns a copyright in the selection, coordination, arrangement, and enhancement of such content as well as in any original content. Nothing contained on this site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Materials without the written permission of content providers or the site or such other party that may own the Materials.

2. USE OF SITE.

Except for your non-commercial personal use, the Site, in whole or in part, may not be sold, reproduced, published, or redistributed in any medium, directly or indirectly, for any commercial or non-commercial purpose, or used for advertising or any other purpose. Unauthorized use of the Site and/or other Materials may violate applicable copyright, trademark or other intellectual property laws or other laws. The use of such materials on any other website or in any environment of networked computers is prohibited. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law.

By submitting a file,photo, written or other information ("Contribution") to the Site, you automatically grant, or warrant that the copyright owner of the Contribution has expressly granted, to Our Tennessee Family Tree.com a perpetual, royalty-free, irrevocable, worldwide, non-exclusive right and license to use, reproduce, publicly display and/or perform, modify, store, publish, adapt and/or to incorporate it any form now known or hereafter developed for the full term of any copyright that may exist in the Contribution, as if the Contribution were public domain information. You similarly permit any Internet user to download, store, manipulate, view print and display the Contribution for that user's personal use.

3. AGE AND RESPONSIBILITY.

You represent that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use or donation of all material to the Site.

4. PRIVACY.

You consent to the use of your name, information & materials by Our Tennessee Family Tree.com and/or its third party providers and distributors,which you have donated to the website for its use in accordance with the terms of this agreement. You consent that information provided by you is true to the best of your knowledge and that all information provided on persons now or in the future will be with your permission and full knowledge, with no recourse or liability towards Our Tennessee Family Tree.com, The World Wide Web, Web site Hosts, Web Internet Service Providers or others.

5. NO WARRANTIES AND LIMITATION OF LIABILITY.

Your use of the Site is at your sole risk. You assume full responsibility and risk of loss resulting from the downloading and/or use of files or the material, photos etc obtained through the Site.. With regard to such Neither webmaster, site owner, Our Tennessee Family Tree.com nor any of its content providers endorse or stand behind the accuracy, truthfulness or reliability of any information, materials, research on or by

means of Our Tennessee Family Tree.com. All Users are encouraged to use the site as a research tool and to do their own verifications of all facts represented. This is a Family used Genealogy based research Website, designed for the sole purpose of sharing genealogical related data.

If you do not wish to share your family research and genealogical data on the World Wide Web You should not use this site.

Theories or ideas of individual researchers are to be taken research and not as fact until the individual Completes their own research.

THE SITE IS PROVIDED "AS IS", AND Our Tennessee Family Tree.com NOR ANY OF ITS WEBHOSTS, ISP's, CONTENT PROVIDERS, AGENTS, OR THE LIKE MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE USABILITY, CONDITON OR OPERATION THEREOF. No oral advice or written information given to you by Our Tennessee Family Tree.com or any of its content providers, agents, or the like shall create any warranty. Neither Our Tennessee Family Tree.com or any of its content providers, agents, or the like warrants that access to, or use of, the Site will be uninterrupted, virus free, or error-free, or that the Site (including, without limitation, any content of the Site) will meet any particular criteria for performance or quality. Our Tennessee Family Tree.com , ON BEHALF OF ITSELF AND ALL OF ITS CONTENT PROVIDERS, AGENTS AND THE LIKE, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF ANY KIND, REASONABLE CARE, COMPATABILITY, SECURITY, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT Our Tennessee Family Tree.com KNOWS, HAD REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE IN RESPECT OF THE SITE. FURTHERMORE, Our Tennessee Family Tree.com, ON BEHALF OF ITSELF AND ALL OF ITS CONTENT PROVIDERS, AGENTS AND THE LIKE, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE SITE.

6. LIMITATION OF LIABILITY.

Our Tennessee Family Tree.com and all of its content providers, agents and the like, in each instance will not be liable for (a) any direct, indirect, incidental, consequential and/or special damages arising out of your use of, or inability to use, the Site, and you hereby waive any claims with respect thereto, whether based any grounds, even if Our Tennessee Family Tree.com has been advised of the possibility of such damages, and/or (b) damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of any file, in each instance whether for breach of contract, tortious behavior, negligence, or under any other cause of action. For further clarity, in all events, Our Tennessee Family Tree.com and all of its content providers, agents and the like shall not be liable for the defamatory, offensive, or illegal conduct of other users of the Internet in any way of Content donated or otherwise.

7. Some jurisdictions do not allow implied warranties to be excluded or modified or liability to be limited, so not all of the above limitations may apply to you.

8. The provisions of Sections 5 and 6 above represent a reasonable allocation of the risks under this Agreement. Our Tennessee Family Tree.com willingness to allow you to use the Site reflects this allocation of risk and the limitations of liability specified herein.

9. INDEMNIFICATION.

You agree to indemnify Our Tennessee Family Tree.com and all of its content providers, agents and the like, in each instance from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees), and/or damages arising out of claims based upon your use of the Site including, without limitation, any claim of libel, defamation, violation of legal rights of others (including rights of privacy or publicity), or infringement of intellectual property of other rights.

10. LINKS, PRODUCTS AND SERVICES.

The Site may contain links to websites operated by parties other than Our Tennessee Family Tree.com. Such links are provided for your reference only. The Site may contain information on a product or service such as websites or other offerings. With regard to such offerings, Our Tennessee Family Tree.com does

not provide such services or products but merely offers you the opportunity to visit other sites or research opportunities or try out services or products at your own risk. Our Tennessee Family Tree.com provides no Warranty for use of such products, services or other sites recommended or implied in any way, to third parties who do provide such products or services. Our Tennessee Family Tree.com does not control such websites, products or services and is not responsible for their contents. Our Tennessee Family Tree .com makes no representation or warranty regarding any other websites, the contents or materials on such websites or such products or services. The Site's inclusion of links to other websites or the sharing of your information to others who provide such goods or services does not imply Our Tennessee Family Tree's endorsement of the material on the websites, any association with their operators or such products or services. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

11. GOVERNING LAW.

This Agreement and its performance shall be governed by the laws of the State of Missouri, United States of America, without regard to its conflict of law provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Jackson County, the State of Missouri, United States of America, in all questions and controversies arising out of your use of this site and this Agreement.

12. NO WAIVER.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Website Usage Policy shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and Our Tennessee Family Tree.com nor its trade practices, research or other shall modify any provision of this Website Usage Policy.

13. MODIFICATION.

Our Tennessee Family Tree.com may at any time modify this Website Usage Policy and your continued use of this Site will be conditioned upon the terms and conditions in force at the time of your use.

14. ADDITIONAL TERMS.

Additional terms and conditions may apply to use of said Materials, Research, Photos and other uses of portions of the Site, and you agree to abide by such other terms and conditions.

15. SEVERABILITY.

The terms and conditions contained herein shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

16. INTELLECTUAL PROPERTY NOTICES.

All contents of the Site are Copyright 2008-2010 Our Tennessee Family Tree.com . and/or its representatives & content providers.

All rights reserved. Our Tennessee Family Tree.com is a registered Domain Name with Parcom.net Parcom.net is the official website host. Parcom.net is not responsible for the contents of this site.

Web Master: Sherri Sontag Independence MO 64056.

Contact Webmaster: ourtnfamilytree@yahoo.com

17. ENTIRE AGREEMENT.

These terms and conditions, together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supercedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.