

## Terms & Conditions

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Last updated: January 25th, 2013

THESE TERMS AND CONDITIONS DEAL WITH A NUMBER OF IMPORTANT ISSUES, INCLUDING THE PROTECTION OF COPYRIGHTED MATERIAL AND OTHER INTELLECTUAL PROPERTY, AND THE PRESENTATION, COLLECTION AND USE OF INFORMATION.

### **Section 1. OVERVIEW.**

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(b) If you have any questions about the use of materials on the Site, please read on; we hope that all of your questions will be answered. If you have additional questions, please contact us using the "[Contact \[1\] Us](#)" feature of the Site.

(c) By accessing and using the Site or the Services, you acknowledge that you have read and understand these Terms & Conditions, and that you accept them and agree to be legally bound by them. You do not have permission to use the Site or the Services if you do not accept and agree to be legally bound by all of these Terms & Conditions.

### **Section 2. YOUR RELATIONSHIP WITH ABM.**

(a) These Terms & Conditions explain how your agreement with ABM is made up, and sets out some of the terms of that agreement.

(b) Your agreement with ABM will also include the terms of any legal notices or privacy policies applicable to the Services, in addition to the Terms and Conditions. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible via that Service.

(c) The Terms and Conditions, together with the Additional Terms, form a legally binding agreement between you and ABM in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to as the "Terms".

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(d) If there is any contradiction between what the Additional Terms say and what the Terms and Conditions say, then the Additional Terms shall control, in relation to that Service.

### **Section 3. ACCEPTING THE TERMS.**

(a) In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

(b) You can accept the Terms by:

(i) clicking to accept or agree to the Terms, where this option is made available to you by ABM in the user interface for any Service; or

(ii) by actually using the Services. In this case, you understand and agree that ABM will treat your use of the Services as acceptance of the Terms.

(c) You may not use the Services and may not accept the Terms if (a) you are not of legal age or have the legal capacity to form a binding contract with ABM, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

### **Section 4. SERVICES AVAILABLE ON THE SITE.**

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(c) You acknowledge and agree that in connection with your use of the Site you must: (i) provide for your own access to the World Wide Web and pay any service fees associated with such access, and (ii) provide all equipment necessary for you to make such access and connection to the World Wide Web, including a computer,

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- (c) Does not contain a virus or other harmful component; and
- (d) Does not contain, unless the specific Service allows, any advertising of any kind, or false or misleading indications of origin or statements of fact.

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(iii) Constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability;

(iv) Impersonate, or misrepresent your affiliation with any other person or entity;

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(vi) Engage in spamming or flooding (you must comply with all relevant legislation and regulations on bulk and commercial e-mail, including the CAN-SPAM Act of 2003);

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### **Section 17. MODIFICATIONS TO THE SITE AND THE SERVICES.**

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- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the alleged infringing material is located;
- (d) A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- (e) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
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c/o Legal Department  
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