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## Terms of Service

**I. ACCEPTANCE OF TERMS**  
LiveJournal.com provides the following service to you, subject to these Terms of Service ("TOS"), which may be updated periodically without notice.

You can review the current version of the TOS at: <http://www.livejournal.com/legal/tos.bml>. Failure to comply with these TOS may result in account revocation.

**II. DESCRIPTION OF SERVICE**  
LiveJournal.com is a web-based service that allows its users to create and update online journals (herein referred to as "LiveJournal", or "the Service"). The Service can be updated through a web browser as well as by the use of a free downloadable clients ("the Software"). Once registered with LiveJournal.com, each user receives his or her own journal space to post text, data, messages, or information concerning or linked to software, music, sound, photography, graphics, and video ("the Content"). This Content may reside on LiveJournal's servers or on the servers of a third party.

**III. ACCOUNT STRUCTURE**  
LiveJournal currently has a four-tier account structure. All accounts are available in accordance with local law including the Children's Online Protection Privacy Act (COPPA) which restricts children under the age of 13 from registering;

- *Free Accounts:* LiveJournal.com accounts are available for free to all valid registrants. Free accounts offer a limited number of features in relation to the other accounts offered.
- *Early Adopter:* No longer open to new users, this account was created and made available to users registered before September 14, 2000. Early Adopters are offered extended features over free account users, but do not receive any new pay features.
- *Paid Accounts:* Paid accounts are available for term-based fee and offer users all extended and basic features that LiveJournal.com offers. These accounts are issued in accordance with the terms set forth by <http://www.livejournal.com/paidaccounts/>. Paid accounts are non-transferable and non-refundable. Once a username is chosen and paid for, that user owns it until the journal is deleted, whether by LiveJournal.com or the user.
- *Permanent Accounts:* These accounts have access to all the paid account features for as long as the site continues to run, with no recurring fees. These accounts are generally bestowed upon the LiveJournal.com founders, administrators, or those that have earned a Permanent Account by virtue of "Work Excellence" for LiveJournal.com. LiveJournal administrative communities such as news, development, et al. are also established as Permanent Accounts for the benefit of LiveJournal users.

For a full overview of the features offered to each account type, see <http://www.livejournal.com/paidaccounts/>. You hereby agree to this structure, and to LiveJournal.com's right to change, modify, or otherwise discontinue any type of account and/or its respective services.

**IV. YOUR REGISTRATION OBLIGATIONS**  
Account registration and verification is required in order to create a LiveJournal.com account. During registration, all users are required to provide accurate, complete and current information about themselves in all required fields. Should any of your own information change after submitting it to LiveJournal, you are hereby required to update that information as soon as possible. Should LiveJournal.com suspect that your personal information is not complete, current, or accurate, your account may be subject to suspension or termination. Should you feel that LiveJournal.com's privacy policy is not sufficient for you to complete the registration form truthfully, please email your policy concerns to [privacy@livejournal.com](mailto:privacy@livejournal.com).

**V. LIVEJOURNAL.COM PRIVACY POLICY**  
For information on LiveJournal's privacy practices, please see the entire privacy policy at <http://www.livejournal.com/legal/privacy.bml>.

**VI. INDEMNITY**

You agree to indemnify and hold LiveJournal.com, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorney fees, made by any third party due to or arising out of your Content, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another, whether you are a registered user or not. The user is solely responsible for his or her actions when using the Service, including, but not limited to, costs incurred for Internet access.

**VII. 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.

**VIII. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that LiveJournal.com may establish limits concerning use of the Service and may modify these limits at any time.

**IX. MODIFICATIONS TO SERVICE**

LiveJournal.com reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that LiveJournal.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**X. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service.

**XI. TERMINATION**

You agree that LiveJournal.com, in its sole discretion, may terminate your password, journal, or account, and remove and discard any content within the Service, for any reason, including and without limitation, the lack of use, or if LiveJournal.com believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Any contracts, verbal or written or assumed, in conjunction with your deleted journal and all its parts, at LiveJournal.com's discretion, will be terminated as well. LiveJournal.com may also in its sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that LiveJournal.com may immediately deactivate or delete your LiveJournal.com journal and all related information and files. LiveJournal.com reserves the right to bar any further access to such files or the Service. You agree that LiveJournal.com shall not be liable to you or any third-party for any termination of your access to the Service. Paid accounts that are terminated will not be refunded.

**XII. ADVERTISEMENTS AND PROMOTIONS**

LiveJournal.com has decided to remove all banner advertisements and promotions on LiveJournal.com journals. However, LiveJournal.com reserves the right to run advertisements and promotions on the LiveJournal.com service in the future. By using LiveJournal.com, you agree that LiveJournal.com has the right to run such advertisements and promotions with or without prior notice, and without recompense to you or any other user. The manner, mode and extent of advertising by LiveJournal.com on your journal are subject to change. You agree that LiveJournal.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 Service.

**XIII. LINKS**

The Service, or relevant third parties, may provide links to other web sites or resources. Because LiveJournal.com has no control over such sites and resources, you acknowledge and agree that LiveJournal.com is not responsible 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 LiveJournal.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.

**XIV. LIVEJOURNAL.COM PROPRIETARY RIGHTS**

You must acknowledge and agree that the Service, and any necessary software used in connection with the Service (referred to as "Software"), may contain proprietary and confidential information that is protected by applicable laws governing intellectual property, proprietary rights and the like. All LiveJournal code and specifications are subject to their said or implied licenses.

**XV. JOURNAL CONTENT**

Guidelines for posting to your online journal shall be as follows:

1. All Content posted to LiveJournal.com in any way, is the responsibility and property of the author. LiveJournal is committed to keeping the Service in decent standing for all audiences but is not responsible for the monitoring or filtering of any journal Content. Within the confines of international and local law, LiveJournal.com will not place a limit on the type, or appropriateness of user content within journals. Those users posting material not suitable for all audiences must agree that they are fully responsible for all the content they have posted anywhere on the

service. Should content be deemed illegal by such law having jurisdiction over the user, LiveJournal.com is committed to submitting all necessary information to the proper authorities;

2. Should any Content be reported to LiveJournal.com as being offensive or inappropriate, LiveJournal.com might call upon the author to retract, modify, or protect (by means of private and friends only settings) the Content in question within a reasonable amount of time, as set forth by the LiveJournal.com staff. Should the author fail to meet such a request from LiveJournal.com staff, LiveJournal.com has the full authority to terminate any such reported and verified offensive account holding such inappropriate content. LiveJournal.com, however, is under no obligation to restrict or monitor journal Content in any way;
3. LiveJournal.com claims no ownership or control over any Content posted by its users. The author retains all patent, trademark, and copyright to all Content posted within available fields, and is responsible for protecting those rights, but is not entitled to the help of the LiveJournal.com staff in protecting such Content;
4. LiveJournal.com reserves the right, without limitation except by law, to serve user Content on the web according to the security provisions set forth by the author. LiveJournal.com also reserves the right, without limitation, to resell any portion of a user's LiveJournal back to that individual;
5. You acknowledge that LiveJournal.com does not pre-screen Content, but that LiveJournal.com and its designates shall have the right (but not the obligation) on their sole discretion to refuse or remove any Content that is available through the Service. Without limiting the foregoing, LiveJournal.com and its designates shall have the right to remove any content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. Furthermore, LiveJournal.com reserves the right to limit access to your journal, if found in violation of the TOS, by removing the journal and related user information from the member directory, search engine, and all other methods used in conjunction with finding LiveJournal.com's users.

#### XVI. **MEMBER CONDUCT**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. LiveJournal.com does not control Content posted via the Service and, as such, does not guarantee the validity of such Content. You also understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be LiveJournal.com's sole discretion as to what action should be taken.

#### **You agree to NOT use the Service to:**

1. Upload, post or otherwise transmit any content that is in LiveJournal.com's opinion to be unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive to another's privacy (up to, but not excluding any address, email, phone number, or any other contact information with out the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
2. Harm minors in any way, as seen by LiveJournal.com or applicable law;
3. Impersonate any person or entity, including, but not limited to, a LiveJournal.com staff member or volunteer, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
5. Upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. Upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
8. Upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
10. Intentionally or unintentionally violate any applicable local, state, national or international law,

including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

11. "Stalk" or otherwise harass another person or company;
12. Collect or store personal data about other users for business purposes;
13. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;
14. Use LiveJournal.com as a forwarding service to another website;
15. Allow usage by others in such a way as to violate LiveJournal.com's TOS;
16. Engage in commercial activities within LiveJournal or on behalf of LiveJournal.com without prior approval. This includes, but is not limited to, the following activities:
  - a. Displaying a banner that is designed to profit you or any other business or organization; and
  - b. Displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their web sites.

If any user is reported to be in violation with the letter or spirit of these terms, LiveJournal.com retains the right to terminate such account at any time without further warning.

#### XVII. VOLUNTEERS AND LIVEJOURNAL.COM

LiveJournal.com is largely a volunteer-run project whose primary intent is to provide high quality, community driven on-line services. To achieve this goal, LiveJournal.com volunteers are often called upon to perform a variety of technical and non-technical tasks, including, but not limited to, programming, the creation of web-based content (HTML, BML, and other formats), graphic design, audio and/or visual content creation, technical writing, managing electronic data libraries and/or databases, technical support, reviewing, categorizing, legal assistance, archiving and/or forwarding electronic data, providing expert advice, administration, management, accounting, research, content creation, promotions, or other assignments, as needed. All volunteers are expected to be of legal age, or volunteering with the consent of a legal parent or guardian.

By accepting these Terms of Service, any LiveJournal.com member agrees that the intellectual content created as a result of volunteer work for LiveJournal.com constitutes a work for hire and that all intellectual property rights in said content shall vest in LiveJournal.com at the time that it is created to the extent permitted by law. If laws prevent such vesting, the volunteer makes assignment of all such rights to LiveJournal.com at the time of creation.

If laws prevent such assignment, the volunteer grants a perpetual world wide irrevocable license to LiveJournal.com to use said content. If laws prevent such licensing, the volunteer agrees never to sue LiveJournal.com for the use of said content.

The volunteer certifies that any electronic data he/she submits is his/her work and that to the best of the volunteer's knowledge, the electronic data is not claimed by another. LiveJournal.com will provide sufficient tools, training and direction to the volunteer as necessary to accomplish mutual goals. The volunteer agrees to insure that any work provided is correct, error free and does not contain any inflammatory language, indecency or obscenities. Furthermore, if said work is found to be illegally presented, claimed, or forged, LiveJournal.com will remove such material and, at LiveJournal.com's discretion, seek action against the individual(s) from which the work originated.

No LiveJournal user is required to become a volunteer to this service, and users without volunteer status are guaranteed reasonable support and attention as compared to those users that are volunteers.

Without the expressed written confirmation to the contrary, all LiveJournal.com positions are assumed to be taken without pay or future consideration.

#### XVIII. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LIVEJOURNAL.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 AND NON-INFRINGEMENT.

(b) LIVEJOURNAL.COM MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND

(V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE 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.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LIVEJOURNAL.COM OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**XIX. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LIVEJOURNAL.COM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LIVEJOURNAL.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

**XX. GENERAL INFORMATION**

The TOS constitutes the entire agreement between you and LiveJournal.com and governs your use of the Service, superseding any prior agreements between you and LiveJournal.com (including, but not limited to, any prior versions of the TOS). The laws of the State of Oregon, U.S.A, shall govern the TOS and the relationship between you and LiveJournal.com. without regard to its conflict of law provisions. You and LiveJournal.com agree to submit to the personal and exclusive jurisdiction of the courts located within Washington County, Oregon, U.S.A. The failure of LiveJournal.com to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. 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. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

**XXI. VIOLATIONS**

Instructions on how to report violations of these Terms of Service may be located at the FAQ "[How do I contact the Abuse team?](#)" To expedite the processing of your report, please carefully follow these instructions.