

Terms of Use

1.0 Acceptance of Terms

1.1 Diffen.com is a website that allows users to compare any two items to facilitate informed decision making. Diffen.com also allows users to create new content, improve old content, and post comments on comparison pages.

1.2 Diffen, a Washington State LLC, makes Diffen.com, including all information and services on Diffen.com, available to you subject to the terms provided in this document (Terms of Use).

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2.0 Description of Services

2.1 Diffen provides Diffen.com access for users to view, create, and modify content such as tables, articles, video and photographs relevant to comparisons between various entities.

2.2 Diffen.com may also include advertisements from third-parties.

2.3 Diffen may send emails regarding Diffen.com content or features to users who provide their email address. Users who no longer wish to receive such emails may unsubscribe at any time by clicking the unsubscribe link at the bottom of any Diffen email.

2.4 Unless explicitly stated otherwise, any new features added to Diffen.com will be governed by this Terms of Use Agreement.

2.5 Certain features and access on Diffen.com may be limited to users who log in with a Diffen.com account.

3.0 User Accounts

3.1 You agree to provide Diffen.com with accurate information if you choose to create a user account.

3.2 Your user account will have a username and password associated with it. You are responsible for maintaining the confidentiality of your password. You are fully responsible for all activities that occur under your username and password.

3.3 You agree that Diffen may access, preserve, and disclose your account information and any content you post through Diffen.com if required to do so by law, or, in good faith to: (a) comply with legal process; (b) enforce the Terms of Use Agreement; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Diffen, its users and the public.

4.0 User Conduct

4.1. You agree not to use the content and services of Diffen.com to:

a. upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or contract

b. upload, post, e-mail, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright, likeness, personality or other proprietary rights ("Intellectual Property Rights") of any party;

c. upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

d. use or copy Diffen.com content to create or otherwise contribute to a similar website or publication.

e. vandalize Diffen.com by adding or modifying content so that it is intentionally untrue, misleading, or offensive.

f. impersonate any individual or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity. This commitment includes misrepresentation as a Diffen official.

g. forge headers, manipulate identifiers or otherwise disguise the origin of any information transmitted through Diffen.com

h. upload, post email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "spam," "pyramid schemes," or any other form of solicitation.

i. upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment

j. interfere with or disrupt Diffen.com or servers or networks connected to Diffen.com or disobey any requirements, procedures, policies or regulations of networks connected to the Diffen.com website;

k. stalk or otherwise harass another user; or

l. collect or store personal data about other users.

m. harm minors in any way;

n. violate any applicable local, state, national or international law

4.2 Any content you submit that violates this Terms of Use Agreement is subject to immediate removal, and your user account may be disabled or deleted.

5.0 No Resale of Service

You agree that you will not reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of Diffen.com, use of Diffen.com, or access to Diffen.com.

6.0 Privacy Policy

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- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and e-mail address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

9.2 Diffen's Agent for Notice of claims of copyright or other intellectual property infringement can be reached by email at feedback@diffen.com

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11.0 Disclaimers

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13.4 **Waiver and Severability of Terms.** The failure of Diffen to exercise or enforce any right or provision of the Terms of Use Agreement shall not constitute a waiver of such right or provision. If any provision of the Terms of Use Agreement 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 Terms of Use Agreement remain in full force and effect.

13.5 **No right of survivorship and non-transferability.** You agree that your Diffen account is non-transferable and any rights to your Diffen I.D. or content within your account terminate upon your death.

13.6 **Statute of Limitations.** Any claim or cause of action arising out of or related to use of Diffen.com or the Terms of Use Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

13.7 **Assignments,** You may not assign any of your rights, obligations, privileges or performance hereunder without the prior written consent of Diffen, which Diffen may withhold or grant in its sole discretion.

13.8 **Entire Agreement.** This agreement is complete and effective at the time you agree to it by accessing or using Diffen.com. This agreement, together with any documents specifically incorporated by reference, constitutes the entire agreement between Diffen and you.

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