



Balloon HQ membership agreement

Balloon HQ, LLC will provide, at a minimum, URL and e-mail forwarding to one URL and one e-mail address provided by each paying member for the time period specified when the account is created. Ability to post classified ads and special events will also be given to all members. Other services may be offered for no additional charge during the defined period at the discretion of Balloon HQ, LLC.

In return for this service, the subscriber agrees to follow certain guidelines. We expect BHQ subscribers to help maintain the reputation of the services we offer. For that reason, we ask that content on pages we point to from BHQ addresses abide by all copyright and other applicable laws and that all sites directly reachable from the BHQ member directory be family-friendly sites.

Any complaints we receive regarding the content on a member's site will be discussed directly with the member in question. In the event that Balloon HQ and the member are unable to resolve the issue, membership will be terminated.

Any unsolicited bulk email (spam) sent with a return address on Balloon HQ will result in immediate termination of membership.

If any changes to these rules are made, all members will be notified of the changes immediately via email.

Balloon HQ membership - terms of liability

1. Member expressly agrees that use of the member service is at member's sole responsibility and risk. Neither Balloon HQ, LLC, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warrant that the member service will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the member service, or as to the accuracy, reliability or content of any information, service, or merchandise provided through the member service.
2. The member service is provided on an "as is," "as available" basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. No oral advice or written information given by Balloon HQ, LLC, its employees, agents, third-party information providers, merchants, licensors or the like, shall create a warranty; nor shall member rely on any such information or advice.
3. Under no circumstances, including negligence, shall Balloon HQ, LLC or anyone else involved in creating, producing or distributing the member service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the member service including, but not limited to, reliance by a member on any information obtained on the member service; or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Balloon HQ, LLC's records, programs or services. Member hereby acknowledges that this paragraph 3 shall apply to all content, merchandise or services available through the member service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states Balloon HQ, LLC's liability is limited to the greatest extent permitted by law.
4. Notwithstanding the foregoing, in no event shall the total liability of Balloon HQ, LLC, or its employees, affiliates, agents, third-party information providers, merchants or licensors, for all damages, losses and causes of action whether in contract, tort, including negligence, or otherwise, either jointly or severally, exceed the aggregate dollar amount paid by member to Balloon HQ, LLC, in the twelve (12) months prior to the claimed injury or damage.