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Bankrate, Inc., a Florida corporation, and its affiliates ("Bankrate"), owns and operates this Web site, and portions of other Web pages and Web content through which you have accessed these Terms of Use (collectively, the "Site"). By visiting, using and/or submitting information to the Site, you agree to be bound by the terms and conditions of these Terms of Use (this "Agreement") and Bankrate's [Privacy Policy](#) (the "Privacy Policy").

This Agreement contains an agreement to arbitrate all claims and disclaimers of warranties and liability.

Your Compliance with this Agreement

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your ability to visit, use and/or submit information to the Site.

You represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of a company or other entity, you have the authority to bind such company or entity. In order to determine your compliance with this Agreement, Bankrate may monitor your access and use of the Site in accordance with Bankrate's [Privacy Policy](#).

The Site is Not Intended for Minors

The Site is intended to be accessed and used only by adults and is not directed to minors. As stated in Bankrate's [Privacy Policy](#), Bankrate does not knowingly collect personally identifiable information by anyone under the age of 13 and you should not provide Bankrate with any information regarding any individual under the age of 13.

Your Access and Use of the Site

Your right to access and use the Site is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Site for lawful purposes and pursuant to the terms and conditions of this Agreement and the [Privacy Policy](#).

Your access and use of the Site may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Site or other actions that Bankrate, in its sole discretion, may elect to take. Bankrate reserves the right to suspend or discontinue the availability of the Site and/or any portion or feature of the Site at any time in its sole discretion and without prior notice.

Any action by you that, in Bankrate's sole discretion: (i) violates the terms and conditions of this Agreement and/or the [Privacy Policy](#); (ii) restricts, inhibits or prevents any access, use or enjoyment of the Site; or (iii) through the use of the Site, defames, abuses, harasses, offends or threatens, shall not be permitted, and may result in your loss of the right to access and use the Site. You shall not metatag, provide links to or frame the Site without Bankrate's prior express written permission.

Your Access and Use of Services on the Site

Subject to the terms of this Agreement and the [Privacy Policy](#), Bankrate may offer you various services on or through the Site (the "Services"). Below are terms and conditions governing these Services.

You Must Maintain the Integrity of Your Information. To use certain Services, you may be required to provide Bankrate with information about you ("Your Information"). If you provide Your Information to Bankrate then you agree to provide true, current, complete and accurate information, and not to misrepresent your identity. You also agree to keep Your Information current and to update Your Information if any of Your Information changes. Bankrate's collection, use and disclosure of Your Information is governed by this Agreement and Bankrate's [Privacy Policy](#).

You Must Maintain the Security of Any Password Issued to You. If the Site requires you to create a password to use certain portions of the Site, then it is your sole responsibility to maintain the security of that password. You agree that Bankrate shall not be liable for any loss that you may suffer as a result of the authorized or unauthorized use of your password by a third party. You shall not allow any person under the age of 18 to use any Service via your registration or password.

You Must Notify Bankrate of a Breach. You agree to immediately notify Bankrate of any unauthorized use of your password, any unauthorized use of any account that you may have with Bankrate, any violation of this Agreement, or any other breach of security known to you in connection with any product or service available on the Site by sending an email to: webmaster@bankrate.com.

You Are Responsible for Your Financial Decisions. Bankrate and its affiliates, through the Site, provide a venue through which you can obtain information and you can find third-party service providers, such as financial institutions, credit card providers, mortgage brokers, insurance brokers, insurance agents, discount program representatives and other insurance professionals ("Service Providers"). Bankrate does not endorse or recommend the products or services of any Service Provider, and is not an agent or advisor to you or any Service Provider. Bankrate does not validate or investigate the licensing, certification or other requirements and qualifications of Service Providers. It is your responsibility to investigate Service Providers. You acknowledge and agree that Service Providers are solely responsible for any services that they may provide to you and that Bankrate shall not be liable for any losses, costs, damages or claims in connection with, arising from or related to your use of a Service Provider's products or services. Bankrate urges you to obtain the advice of financial advisors, insurance agents, brokers or other qualified professionals who are fully aware of your individual circumstances before you make any financial or insurance decisions. You acknowledge and agree that you rely on your own judgment and that of such advisors in selecting any products or services offered by Service Providers.

You Acknowledge and Agree that Bankrate is Not a Service Provider. Bankrate is not a financial institution, insurance provider or other Service Provider. Instead, Bankrate, through the Site, may help to connect you with Service Providers that might meet your needs based on information provided by you. Bankrate does not, and will not, make any coverage or credit decision with any Service Provider referred to you. Bankrate does not issue mortgages, credit cards, insurance coverage or any other financial products.

No Guarantee of Quotes, Fees, Terms, Rates, Coverage or Services. Bankrate does not make any warranties or representations regarding the quotes, fees, terms, rates, coverage or services offered or made available by Service Providers. Bankrate does not guarantee that quotes, fees, terms, rates, coverage or services offered by Service Providers are the best available.

You Do Not Pay Fees to Bankrate. Unless you are a Service Provider or order a specific service through the Site, Bankrate does not charge you a fee to use the Site. Service Providers may pay Bankrate fees for services and to be matched with users of the Site, however. Bankrate is not involved with and is not responsible for any fee arrangement that you may enter into with any Service Provider. You acknowledge and agree to this compensation arrangement. **You hereby release Bankrate of any and all losses, costs, damages or claims in connection with, arising from or related to your use of a Service Provider's products or services, including any fees charged by a Service Provider.**

Requests for Quotes or Offers. The Site may give you the opportunity to request to be matched with and receive quotes or offers from Service Providers (a "Match Request"). Portions of the Site providing this opportunity (the "Match Request Areas") are only available to residents of the United States, and may not be available in all states.

- Bankrate and its affiliates make no guarantee that you will be matched with a Service Provider if you submit a Match Request.
- If you make either a complete or incomplete Request, then you agree that any information that you provide in connection with your Match Request may be used and disclosed as set forth in the [Privacy Policy](#). Without limiting anything in the [Privacy Policy](#), you authorize Service Providers, and their affiliates and third-party service providers, to conduct all necessary research with your information, including checking your credit history, if applicable, for purposes of providing you with your Match Request.
- If you make a Match Request, then you expressly authorize Service Providers to contact you by telephone, fax and email at the numbers and addresses provided in your Match Request, for purposes of providing you with the quotes, products and services indicated in your Match Request. You consent to receive telephone calls from Service Providers, even if the phone number that you provided on your Match Request is on any "Do Not Call" list. You also consent to Bankrate and the Service Providers making recorded calls to remind you of deadlines or other issues in connection with your Match Request.
- You are solely responsible for complying with applicable laws and regulations in connection with your use of any services offered by a Service Provider.

Fees and Payments

Access and use of the Site is free. At any time, Bankrate may choose to charge fees for various premium features and services, and Bankrate will notify you of those charges at the time that Bankrate offers features and services for a fee. Bankrate may, in its sole discretion, and by notifying you on the Site, change this policy and begin charging for access to the Site and other features and services, and Bankrate may, in its sole discretion, add, remove or change the features and services Bankrate offers or the fees (including the amount and type of fees) Bankrate charges at any time. If Bankrate introduces a new service or charges a new fee, Bankrate will establish and notify you of the fees for that service at the launch of the service or start of charging a new fee. If Bankrate notifies you of new fees or changes the fees for an existing service, then you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service.

Public Forums

The Site may act as a venue, through its blogs, messaging, chat rooms, bulletin boards and other forums (collectively, the "Forums"), allowing the users of the Site to contribute information and make statements ("User Generated Content"). Bankrate is not involved in the actual transmission of User Generated Content provided for in the Forums. As a result, Bankrate does not approve or endorse any User Generated Content in the Forums, and you hereby acknowledge and agree that Bankrate has no control over the quality, correctness, timeliness, safety, truth, accuracy or legality of any User Generated Content provided by you or any other person or entity in the Forums. You may find User Generated Content posted in the Forums by other users to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense, and do not rely solely on User Generated Content published in the Forums. Without limiting the generality of the foregoing, and although Bankrate does not regularly review User Generated Content provided for in the Forums, Bankrate reserves the right, but not the obligation, to remove or edit any User Generated Content in the Forums.

Immediately report problems with the Forums to Bankrate at webmaster@bankrate.com.

Transmissions, Submissions and Postings to the Site

If you transmit, submit or post information to the Site that is not Federally trademarked and/or copyrighted, you automatically grant Bankrate and its affiliates and assigns the worldwide, fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content (as defined below). Provided that you have obtained prior written permission from Bankrate to transmit, submit or post information to the Site that is Federally trademarked and/or copyrighted, you automatically grant Bankrate and its assigns the worldwide, fully-paid, royalty-free right to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content.

You shall not transmit, submit or post the following to the Site:

- Information that infringes Bankrate's or any third party's copyright, patent, trademark, trade secret or other proprietary rights;
- Information that violates any law, statute, ordinance or regulation;
- Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to Bankrate or third parties or that infringes on Bankrate's or any third party's rights of publicity or privacy;
- Information that contains any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Information containing or constituting chain letters, mass mailings, political campaigning, or any form of "spam";
- Information that is false, inaccurate or misleading;
- Commercial advertisements or solicitations without written permission from Bankrate; or
- Federally Trademarked and/or Copyrighted information without written permission from Bankrate.

Although Bankrate does not regularly review your transmissions, submissions or postings, Bankrate reserves the right (but not the obligation) to edit, refuse to post or remove your transmissions, submissions or postings. Pursuant to the [Privacy Policy](#), Bankrate may review transmissions, submissions or postings made by you to determine, in its sole discretion, your compliance with this Agreement.

You are solely responsible for all your transmissions, submissions or postings (i.e., your own User Generated Content) and the consequences of transmitting, submitting or posting them.

Bankrate's Intellectual Property Rights

Bankrate's names, graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Bankrate in the United States and/or other countries (collectively, the "Proprietary Marks"). You may not use the Proprietary Marks without the prior express written permission of Bankrate, which permission may be withheld in Bankrate's sole discretion. Bankrate makes no proprietary claim to any third-party names, trademarks or service marks appearing on the Site. Any third-party names, trademarks, and service marks are property of their respective owners.

The information, advice, data, software and content viewable on, contained in, or downloadable from the Site (collectively, the "Content"), including, without limitation, all text, graphics, charts, pictures, photographs, images, line art, icons and renditions, are copyrighted by, or otherwise licensed to, Bankrate or its Content suppliers. Bankrate also owns a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of the Content (the "Collective Work"). All software used on the Site (the "Software") is the property of Bankrate or its software vendors and is protected by United States and international copyright laws. Viewing, reading, printing, downloading or otherwise using the Content and/or the Collective Work does not entitle you to any ownership or intellectual property rights to the Content, the Collective Work or the Software.

You shall be solely responsible for any damage resulting from your infringement of Bankrate's or any third party's intellectual property rights regarding the Trademarks, the Content, the Collective Work, the Software and/or any other harm incurred by Bankrate or its affiliates as a direct or indirect result of your copying, distributing, redistributing, transmitting, publishing or using the same for purposes that are contrary to the terms and conditions of this Agreement.

Your Use of the Content

Bankrate grants you a limited license to access, print, download or otherwise make personal use of the Content and the Collective Work in the form of: (i) one machine-readable copy; (ii) one backup copy; and (iii) one print copy, for your non-commercial use; provided, however, that you shall not delete any proprietary notices or materials with regard to the foregoing manifestations of the Content and the Collective Work. You may not modify the Content or the Collective Work or utilize them for any commercial purpose or any other public display, performance, sale, or rental, decompile, reverse engineer, or disassemble the Content and the Collective Work, or transfer the Content or the Collective Work to another person or entity.

Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication or use, other than the non-commercial use of the Content and the Collective Work as permitted by this Agreement, is permitted by you without the express prior written permission of Bankrate, which permission may be withheld in Bankrate's sole discretion.

You may not use any meta tags or any other "hidden text" utilizing Bankrate's name or trademarks without the express written permission of Bankrate, which permission may be withheld in Bankrate's sole discretion.

Access and Interference

The Site contains robot exclusion headers. You agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Site or any portion of the Site or for any other purpose, without Bankrate's express written permission which may be withheld in Bankrate's sole discretion. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in Bankrate's sole discretion an unreasonable or disproportionately large load on Bankrate's infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from the Site without the prior written permission of Bankrate and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass Bankrate's robot exclusion headers or other measures Bankrate may use to prevent or restrict access to the Site. Notwithstanding the foregoing, Bankrate grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose and solely to the extent necessary for creating publicly available search indices of the materials on the Site, but not caches or archives of such materials. Bankrate reserves the right to revoke these exceptions either generally or in specific cases. You shall not collect or harvest any personally identifiable information, including account names, from the Site. You shall not use any communication systems provided on the Site (such as Forums or email) for any commercial or solicitation purposes. You shall not solicit for commercial purposes any users of the Site without Bankrate's express, written permission, which permission may be withheld in Bankrate's sole discretion.

Electronic Communications

When you visit the Site or send email to Bankrate, you are communicating with Bankrate electronically. You consent to receive communications from Bankrate electronically. Although Bankrate may choose to communicate with you by regular mail, Bankrate may also choose to communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that Bankrate provides to you electronically satisfy any legal requirement that such communications be in writing.

Your Responsibility for Equipment and Related Costs

You are responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use the Site, and all costs and fees associated with Internet access or long distance charges incurred with regard to your access and use of the Site.

Third Party Links

There may be provided on the Site links to other Web sites belonging to Bankrate's advertisers, business partners, affiliates, Service Providers and other third parties. Such links do not constitute an endorsement by Bankrate of those Web sites, nor the products or services listed on those Web sites. Bankrate is not responsible for the activities or policies of those Web sites. Bankrate does not endorse or recommend the products of any particular advertiser, business partner, affiliate or other third party. Bankrate does not guarantee that the terms or rates offered by any particular advertiser, business partner, affiliate, Service Provider or other third party on the Site are the best terms or lowest rates available in the market.

Mobile Devices

If Bankrate provides aspects of the Site via an application for your mobile or other device, please be aware that your carrier's normal rates and fees may apply and that the terms of this Agreement and other agreements within the application apply to your use of such mobile application.

Copyright Infringement

It is Bankrate's policy to comply with the Digital Millennium Copyright Act, title 17, United States Code, Section 512, including, without limitation, responding to notices of alleged copyright infringement, and other applicable intellectual property laws. Bankrate shall in appropriate circumstances disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Bankrate and/or others.

Notifications (each a "Notification") of claimed copyright infringement should be sent by either express mail or U.S. mail to Bankrate's designated agent. Bankrate's designated agent contact information is set forth below:

Address of designated agent to Which Notification Should be Sent:

Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500 E
West Palm Beach, FL 33401
Attention: David Bates

Facsimile number of designated agent: 561.671.2555

Email address of designated agent: dbates@gunster.com

Pursuant to Title 17, United States Code, Section 512(c)(3), to be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Bankrate to locate the material;
4. Information reasonably sufficient to permit Bankrate to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the Complaining Party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the Notification containing the information as outlined in 1 through 6 above, and pursuant to Title 17, United States Code, Section 512:

1. Bankrate will remove or disable access to the material that is alleged to be infringing;
2. Bankrate will forward the Notification to the alleged infringer ("Subscriber"); and
3. Bankrate will take reasonable steps to promptly notify the Subscriber that Bankrate has removed or disabled access to the material.

Counter Notification:

Pursuant to Title 17, United States Code, Section 512(g)(3), a Subscriber may counter a Notification by providing a written communication ("Counter Notification") to Bankrate 's designated agent that includes substantially the following:

1. A physical or electronic signature of the Subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which Bankrate may be found, and that the Subscriber will accept service of process from the person who provided the Counter Notification or an agent of such person

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, and pursuant to Title 17, United States Code, Section 512:

1. Bankrate will promptly provide the Complaining Party with a copy of the Counter Notification;
2. Bankrate will inform the Complaining Party that Bankrate will replace the removed material or cease disabling access to the removed material within ten (10) business days; and
3. Bankrate will replace the removed material or cease disabling access to the removed material not less than ten (10), nor more than fourteen (14) business days following receipt of the Counter Notification, provided Bankrate's designated agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain the Subscriber from engaging in infringing activity relating to the removed material on Bankrate's network or system.

Bankrate Makes No Representations or Warranties Regarding the Content

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SITE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. BANKRATE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR ASSOCIATED WITH THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND ALL PRODUCTS AND SERVICES INCLUDED ON OR ASSOCIATED WITH THE SITE IS AT YOUR SOLE RISK.

BANKRATE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH THE SITE, NOR THE SAFETY, RELIABILITY, TITLE, TIMELINESS, COMPLETENESS, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH THE SITE. IT IS YOUR SOLE RESPONSIBILITY TO INDEPENDENTLY EVALUATE THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE CONTENT AND THE SERVICES AND PRODUCTS ASSOCIATED WITH THE SITE. BANKRATE MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE FOR DOWNLOADING FROM THE SITE IS FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. BANKRATE DOES NOT MAKE ANY

REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING ANY QUOTES OR OFFERS PROVIDED ON OR THROUGH THE SITE.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT BANKRATE IS NOT A FINANCIAL INSTITUTION, INSURANCE PROVIDER, CREDIT CARD PROVIDER OR OTHER SERVICE PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT BANKRATE IS SOLELY AN INTERMEDIARY BETWEEN YOU AND SUCH SERVICE PROVIDERS AND, THEREFORE, BANKRATE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY CONTENT, PRODUCTS OR SERVICES PROVIDED BY SUCH SERVICE PROVIDERS.

The Content is intended only to assist you with financial decisions and is broad in scope and does not consider your personal financial situation. Your personal financial situation is unique and the information and advice may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, Bankrate recommends that you obtain additional information and advice of your accountant and other financial advisors who are fully aware of your individual circumstances.

The Site is controlled and offered by Bankrate from Bankrate's facilities in the United States of America. Bankrate makes no representations that the Site is appropriate or available for use in other jurisdictions. If you access or use the Site from other jurisdictions, then you do so by your own volition and are solely responsible for compliance with local law.

Limitations on Bankrate's Liability

BANKRATE SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF THE SITE; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE THE SITE FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF THE CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; (V) YOUR RELIANCE UPON OR USE OF THE CONTENT OR THE COLLECTIVE WORK, OR (VI) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BANKRATE AND/OR ITS SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BANKRATE'S LIABILITY AND THE LIABILITY OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED \$100.

YOU SPECIFICALLY ACKNOWLEDGE THAT BANKRATE SHALL NOT BE LIABLE FOR USER GENERATED CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH USER GENERATED CONTENT AND THIRD-PARTY CONDUCT RESTS ENTIRELY WITH YOU.

YOU AND BANKRATE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

Your Indemnification of Bankrate

You shall defend, indemnify and hold harmless Bankrate and its officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required by Bankrate; (iii) your access or use of the Site; (iv) access or use of the Site under any password that may be issued to you; (v) your transmissions, submissions or postings (i.e., your own User Generated Content); and/or (vi) any personal injury or property damage caused by you.

Amendments of this Agreement

Bankrate reserves the right to update, amend and/or change this Agreement at any time in its sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will take effect immediately upon Bankrate posting the updated Agreement on the Site. You are encouraged to revisit this Agreement from time to time in order to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately above this Agreement. Your continued access and use of the Site following the posting of any such changes shall automatically be deemed your acceptance of all changes.

Bankrate's Remedies

You acknowledge that Bankrate may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, Bankrate shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Palm Beach County, Florida, or the United States District Court, Southern District of Florida. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Governing Law; Arbitration

You agree that: (i) the Site shall be deemed solely based in the State of Florida; and (ii) the Site shall be deemed a passive Web site that does not give rise to personal jurisdiction over Bankrate, its affiliates and assigns, either specific or general, in jurisdictions other than the State of Florida.

This Agreement is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Agreement, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you as provided above, shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Palm Beach County, Florida.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING THE SITE YOU CONSENT TO THESE RESTRICTIONS.

You and Bankrate shall select the arbitrator, and if you and Bankrate are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the American Arbitration Association shall select the arbitrator. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and Bankrate and your and Bankrate's respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall either you or Bankrate be entitled to punitive, special, indirect or consequential damages and both you and Bankrate hereby waive your and Bankrate's respective rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

Should a dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Bankrate, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Palm Beach County, Florida.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by Bankrate from time to time, shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement and the [Privacy Policy](#) represent the entire understanding and agreement between you and Bankrate regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

If you have questions, comments, concerns or feedback regarding this Agreement or the Site, please contact Bankrate via any of the methods set forth below:

- Via telephone: (561)630-2400
- Via fax: (561)625-4540
- Via mail: Bankrate, Inc., 11760 US HWY 1 Suite 200, North Palm Beach, FL 33408
- Via email: webmaster@bankrate.com