TERMS OF USE

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   B. In exchange for the access to Instapundit content described above, you agree not to sue Instapundit for its content, whether original or linked or quoted from another source, in any court, on any grounds whatsoever in law or equity. Should you violate this agreement by filing such a lawsuit, you agree to pay Instapundit’s owner or owners the sum of one million dollars ($1,000,000) as liquidated damages, in addition to all attorney’s fees, court costs, and other expenses associated with this litigation, and to indemnify and save harmless Instapundit and its owners from any damage award made against them in such an action. Should this agreement not to sue be held unenforceable by a court of competent jurisdiction, you agree to binding arbitration, with all arbitration expenses to be paid by you. The arbitration panel shall be composed of three (3) weblog operators selected by Instapundit’s owners or operators from those in the links list on the Instapundit site. The award in such arbitration shall be limited to (1) a monetary sum not to exceed $10; and (2) the publication of a retraction on the Instapundit site. Should this arbitration provision be held unenforceable in a court of competent jurisdiction, you agree to accept as liquidated damages in any lawsuit against Instapundit the sum of ten dollars ($10), and you agree that you will be entitled to no other relief of any kind in law or equity. You agree that all disputes concerning these terms of use or the content of Instapundit.Com are to be resolved in the courts of Knox County, Tennessee, under the laws of Tennessee and the United States of America.

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   D. If you are a corporation, you agree to provide, upon the filing of any lawsuit or the mailing of any letter threatening legal action, a bond in the amount of one million dollars ($1,000,000) as security against the liquidated damages provided for in paragraph 2.B. above. If you are an attorney or law firm representing a party filing such lawsuit or causing such a letter to be sent, you agree to provide a bond in the same amount as security against the liquidated damages provided for in paragraph 2.B. above unless you have never accessed, viewed, read, or otherwise made use of Instapundit content in any form.

3. If you do not agree to these terms of use, exit the site immediately, destroy all copies of Instapundit content remaining in any form on your computer, any other computer or network device under your control, in print form, or on any information storage or retrieval device that you possess or control. Then execute the following affidavit and send it by certified mail to Instapundit.Com, Legal Department, 100 N Sepulveda Blvd, Suite 225, El Segundo, Calif. 90245, USA.

Affidavit

I hereby certify under penalty of perjury that I possess no copies of the Instapundit website in any form whatsoever; that neither I nor any employee or associate will access that site in the future in any form whatsoever; that I will immediately destroy any copies of Instapundit content that happen to come into my possession. I understand that action contrary to these statements constitutes both perjury and a violation of the Instapundit Terms of Use, subjecting me to possible civil and criminal liability.

Signed (include date)

Witnessed (notary)

Notary Seal:

My commission expires: __________

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