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Courts have upheld the ability of content owners to restrict access to their digital works, flatly rejecting "free speech" and "fair use" arguments: "the Court expressed confidence in 'the likelihood ... that this decision will serve notice on others ... and thus contribute to a climate of appropriate respect for intellectual property rights in an age in which the excitement of ready access to untold quantities of information has blurred in some minds the fact that taking what is not yours and not freely offered to you is stealing.'" concluding " ... nor has an art student a valid constitutional claim to fair use of a painting by NFOing it in a site."

U.S. Court of Appeals, 2nd Circuit, November 28, 2001.

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granting of injunctive relief without the posting of a bond or undertaking, for the protection of terms laid out in this User Agreement without proof of actual damages. You agree to undertake at your expense any measures and/or legal actions necessary to protect and defend our intellectual property by counsel reasonably accepted by us, and upon request to cooperate with us when we need to do so, and to cooperate with us as fully as reasonably required in the defense of any claim or in asserting any available defenses. We shall have the right at our sole discretion to assume the exclusive control and defense of any matter.

Nothing in this Agreement shall create any relationship between us, including but not limited to not creating any joint venture, joint employer, franchisee-franchisor, employer-employee, professional-client, organization-member, or principal-agent relationship between you and us, nor impose upon us any obligations for any losses, debts, taxes, or other obligations incurred by you or as a result of your actions. You agree that any time you expend relating to this website is only for your enjoyment and educational purposes and/or your educational hobby or collection and is not labor on behalf of us or our website, and that while you may donate property, including intellectual property (for which gifts we are most grateful!), you may not and agree not to work on our behalf or donate your labor to us, nor allow us to determine the manner or result of your activities or accomplishments, nor shall there be any economic exchange thereby.

Time is of the essence hereof. Non-enforcement of any provision herein does not constitute consent or waiver, and we reserve the right to enforce such provision at our sole discretion and at any time, without limitation, and regardless of any delay after we learn of any violation of the terms and conditions hereof and whether such delay be reasonable or unreasonable, and the waiver of any breach of any provision of this User Agreement shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver. If any portion of this agreement shall be held unenforceable, invalid or inoperative, then, (a) the remainder of this agreement shall be considered valid and operative, and the remaining provisions shall be nevertheless carried into effect, and (b) insofar as it is reasonable and possible, effect shall be given to the intent manifested by the portion held unenforceable, invalid or inoperative, and such portion shall be reformed only to the extent necessary to make it enforceable. The language of this User Agreement shall be construed as to its fair meaning and not strictly for or against any party.

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