

# ***Paufler.Net***

## ***Terms of Service***

***<http://Paufler.net/TermsOfService.pdf>***

Let's start with the basics.

You do not have any rights.

You do not have the right to view this website.

You do not have the right to save, download, or share the contents of this website or host it at another location.

Any and all actions as you may perform in regards to this website or the contents thereof are taken at your own risk.

You agree to hold the owner of the website and/or Brett Paufler (Eddie Takosori, Fritz Heinmillerstien, Kevin Stillwater, Morgana Feldstone, et al) harmless and defend them at your own cost from any and all actions (legal or otherwise).

By viewing, saving, reading, downloading, consuming, rendering, or in any way utilizing the contents of this website, you are explicitly agreeing to these *Terms of Service*.

You agree that these *Terms of Service* may change at any time.

You agree in advance sight unseen to agree to those future *Terms of Service*.

You agree to waive any and all rights that you may have.

You agree that you do not have any rights.

You acknowledge that it may be difficult to waive any rights that you in fact do not have.

You agree to waive them nonetheless.

You agree that should any specific item in these *Terms of Service* to be unenforceable, the remainder of the terms shall remain in force and that you will pay any and all attorney fees as may be required to enforce these terms.

You agree to pay whatever attorney fees may be required to enforce the unenforceable terms, as well.

You agree to pay whatever royalty, fee, charge, or premium as may be required at any time, without limitation to the reasonableness of such royalty, fee, charge, or premium.

You agree to pay my doctor's bills.

You agree to pay my psychiatrist bills.

You agree to pay for my vacation to Jamaica, the South of France, Hawaii, and/or the Convention of my choice at my choosing... first class accommodations, of course, room service included.

You agree I work too hard and that I deserve a break today.

You agree not to get in my face.

You agree not to send me stupid emails.

You agree not to waste my time with petty lawsuits.

You agree to pay my lawyers fee in advance without limitation or reason should you, your agent, or anyone you know bring forth a lawsuit (any lawsuit), without regard to the merits of said lawsuit or your own personal involvement thereof.

If you should win any lawsuit, you agree in advance to sign over any settlement to the designator of my choice and for my benefit.

You agree that these *Terms of Service* are stupid.

You agree that you are still reading... and therefore you acknowledge maybe they aren't so stupid, after all.

You agree to agree... or perhaps you agree to disagree, which you agree is the same thing as agreeing to agree.

You agree that you agree and on that we can agree.

You acknowledge that the concept of obscenity is meaningless, ill defined, and contrary to the ideology of free speech... that the only reason to label something obscene is to squelch it's further discussion.

You acknowledge my freedom of speech.

You acknowledge that you do not find it possible for anything to be obscene... and certainly nothing contained within the confines of these web pages.

You acknowledge and agree that a *Terms of Service* that broaches the subject of obscenity indicates and gives fair warning that someone might find some portion of the contents of this website to be obscene.

You acknowledge that person is not you or that you chose to continue reading of your own freewill and volition anyway and therefore waive any related rights.

You acknowledge and agree that anyone who cares about the concept of obscenity should read the *Terms of Service* to a website and that not to do so indicates a blatant disregard and lack of concern for whether a website or the contents thereof may contain something that might be considered obscene, heretical, inflammatory, distasteful, and so on and so forth.

You acknowledge that all of the contents, stories, vignettes, dramatizations, postings, web pages, and so on and such like to be found on this website that might be fiction, appear to be fiction, or that are claimed to be fiction (now or in the future) are in fact FICTION.

You agree and acknowledge that FICTION entails the usual disclaimer, which can be found on the first few pages of nearly any book in America.

You acknowledge and agree that such a fictional warning and disclaimer is included herein as if it was written verbatim from whatever source I choose, to be inserted later, at any time, not withstanding and without limitation that the gist of that disclaimer will probably (but not necessarily) conform to something along the lines of:

All characters are fictional

All action is fictional

Any resemblance to any actual person, place, thing, or event is coincidental.

You agree that you are a reasonable person.

You agree that a reasonable person would never agree to such *Terms of Service*.

You agree that to you have agreed to them nonetheless... and will happily do so again under oath... and provide a notarized copy indicating your acceptance at your own expense at such a time as may be requested in the future.

You understand, acknowledge, and agree that the stories may contain sex, violence, heretical statements, and/or just plain bad prose.

You understand, acknowledge, and agree that the stories may not contain as much sex, violence, heretical statements, and/or just plain bad prose as you might like.

You acknowledge that you are a Sick individual.

You acknowledge than any lawsuit you might bring would only be done as a joke and as such should be settled against you out of hand with full reimbursement for my attorney

fees along with a hefty punitive award just to make sure you've learned your lesson but good.

You acknowledge that if I sue you, it isn't a joke.

You agree and acknowledge that all materials to be found on these web pages are © Copyright Brett Paufler.

You agree that copyright infringement is a serious offence that dampens the creative process and is damaging to society as a whole.

You agree that you will not repost in whole or part any portion of these web pages by any means, including but not exclusive of any that may be mechanical or automatic in nature.

You acknowledge and agree that \$250,000 in 2014 inflation adjusted money is a reasonable MINIMUM penalty for any authorized use of any of the materials contained on these websites per item, article, web page, chapter, story, or book (to be computed in such as way as to arrive at the highest possible total).

You acknowledge that the above is not an offer to sell or a fixed price royalty fee, but a punitive damage clause that you are agreeing to above and beyond any actual monetary damages or fee for use.

You acknowledge that actual monetary damages may be more and are to be at least as much as the GROSS amount any third party has made off of the content, which is to be interpreted as the GROSS amount any third party has made off of ANY enterprise (book, movie, website, dramatization, etc, and so and and so forth without limitation) complete and in total in which any content from these sites has been utilized, including and not withstanding the extent to which the content from these website comprises the total.

You agree and acknowledge that the preceding means that if any content is utilized, you are agreeing to pay a minimum of \$250,000 per occurrence OR the GROSS amount realized by the *Enterprise in Question* which utilizes the content OR the FULL VALUE of the *Enterprise in Question* which utilizes the content, whichever is MORE.

You agree that if the *Enterprise in Question* is a *Subsidiary*, the parent company is assumed to part of the preceding *Enterprise in Question*.

You agree and acknowledge that *Enterprise in Question* and *Subsidiary* is to be interpreted in the broadest possible sense, so as to be as inclusive as possible and as most damaging to the *Enterprise in Question* and *Subsidiary* as possible.

You agree that if two entities share 5.0% or more in ownership control and so on, they shall be treated as the same *Enterprise in Question* for the purposes of determining culpability, damages, and that all import FULL VALUE clause.

You agree that there may be other equally valid and more inclusive ways of determining the *Enterprise in Question*.

You agree that any part of the *Enterprise in Question* is liable in full for any damages, fees, or costs owed or incurred by any other part of the *Enterprise in Question*.

You agree that any two or more entities that routinely interact with each other may be viewed as the same *Enterprise in Question* if that works to my benefit.

You agree that this means that if you host any content from my websites (including, but not limited to these Terms of Service) without my written permission, you are EXPLICITELY AGREEING THAT THERE IS NO MEANINGFUL LEGAL DIFFERENCE BETWEEN BEING THE HOSTER AND POSTER of said content; and furthermore, you agree that the proceeding means that: IF YOU HOST THIS DOCUMENT OR ANY OTHER DOCUMENT FROM MY SITES WITHOUT MY WRITTEN PERMISSION, YOU ARE EXPLICITLY ACKNOWLEDGING THAT YOU HAVE KNOWINGLY AND WILLING SET INTO MOTION A SYSTEM THAT SYSTEMATICALLY STEALS COPYRIGHTED MATERIALS AND DEFRAUDS ARTISTS FROM THE FRUITS OF THEIR LABOR and are therefore that you are as liable for damages as anyone who had knowingly posted, pirated, or stolen such content in the first place, because by setting a system into motion that host stolen content YOU ARE A THIEF.

You acknowledge that the presence of this document (or any other document that I own the copyright to) on your site without my written permission is PROOF OF YOUR WRONGDOING AND GUILT and agree to pay such monetary damages as described above in full and without delay.

You acknowledge that any fees, damages, costs, settlements, royalties, and so on, can only go up, not down... never down.

You agree and acknowledge that automatic web scraping tools, robots, crawlers, reposters, and so on notwithstanding, that any repost, download, and/or usage shall be treated as if done manually and in full conformance and acknowledgement of these *Terms of Service*.

You agree and acknowledge that someone had to set the crawler in motion and they knew what they were doing when they did so.

You acknowledge that these *Terms of Service* CANNOT be modified except in writing by Brett Paufler or the current owner of the site.

You acknowledge that these *Terms of Service* CAN be modified at will be Brett Paufler or the current owner of these sites.

You acknowledge and agree that these *Terms of Service* supercede your own *Terms of Service* (if any such *Terms of Service* exist).

You acknowledge that anything you say can and will be used against you.

You acknowledge that that means anything you say can ONLY be used against you.

You acknowledge that these *Terms of Service* are themselves © 2014 Copyright Brett Paufler.

You acknowledge and agree that although these *Terms of Service* may be egregiously one sided, unfair, and ridiculous, they are no more egregiously one sided, unfair, and ridiculous than any other *Terms of Service*... perhaps your own.

You acknowledge that you are agreeing to these *Terms of Service* nonetheless.

You agree that by reading these *Terms of Service* you have already utilized the contents of the web sites in question and have therefore Explicitly Agreed to the *Terms of Service*.

Links to my websites are welcome.

Reposts, sampling, rips, and extracts are not.

You are NOT doing me a favor by reposting the contents of this site.

You are STEALING from me.

[www.Paufler.net](http://www.Paufler.net)

[Brett@Paufler.net](mailto:Brett@Paufler.net)

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To the Best of my Knowledge:

[www.paufler.net/takosori](http://www.paufler.net/takosori): Everything on this spur is fiction

[www.paufler.net/brettwords](http://www.paufler.net/brettwords): Everything on this spur is fiction, save perhaps for the resumes, which are a special form of fiction unto themselves. See the one in which I'm looking to join a UFO crew if you doubt my veracity. Or just talk to someone who works in personnel.

[Paufler.net/BrettFood](http://Paufler.net/BrettFood): Nothing on this site should be construed as advice. It's a diary of how I eat/ate, nothing more.

[Paufler.net/BrettCode](http://Paufler.net/BrettCode): Nothing on this site should be construed as coding or computer programming advice. If you're smart enough to understand any of it, then you're smart

enough to know how little of it is of any use and how little I know about computers. And if you're not smart enough to understand how limited my knowledge is, stay away.

[Paufler.net/BrettRants](http://Paufler.net/BrettRants) & [Paufler.net/BrettStuff](http://Paufler.net/BrettStuff): it should be obvious to anyone with half a brain which ones are fiction and which ones are opinion. Or if that leaves any doubt, treat it all as fiction. Certainly, one should not base any life decisions (no matter how small, meaningless, or trivial) on anything I have to say.

The [www.paufler.net/takosori/](http://www.paufler.net/takosori/) Rambling Disclaimer:

Provided for entertainment purposes only. Nothing has been fact checked. Eddie was first and foremost a writer of fiction. He might have been happy to claim the contrary, but I don't like being sued, so I shall make the usual disclaimer. It's all fiction. Any resemblance between anything Eddie had to say and any real person, place, or thing -- living or dead, and I suppose that would include Eddie and his wife Kelly, now -- is a coincidence. Though how one goes about fact-checking "It's all a lie" I do not know. Also, don't interpret any of this as advice (even if claims to be advice in the title... especially if it claims to be advice in the title... especially-especially if it claims to be advice on how to attract UFO's in the title). It's not advice. It's random gibberish. By viewing the contents of this site you are agreeing to hold me harmless, pay me whatever royalty and fees I may so desire, cover my attorney's fees (in advance, I might add, and regardless whether you are involved in any way, shape, or form -- by your own acts or otherwise -- in regards to said attorney's fees), doctor's fees, psychiatrist fees (those do seem to add up), home-owner's fees, and/or mortgages, as well as bowing low whenever I enter a room, laughing at my jokes, and in general doing whatever I want whenever I want for as long as I want... which includes allowing me to change these site terms at my whim, discretion, and for my personal benefit without regard to how that might effect you. And now that I think about it, I don't recall ever giving you permission to read the content of these web pages in the first place... let alone, download anything. So in the words of... whoever that guy was, "Back off, Jack!"

Thank you and have a good day.

P.S. For those who feel the foregoing was too long, too convoluted, or too confusing (and for everyone else, too, I might add), the most important term and condition of this site is quite simple: if there be any phrase, term, or condition that if placed here or anywhere on any of my sites that would defeat any lawsuit against me or cause any lawsuit to be settled in my favor, then it is granted by all that that phrase exists here for all to see and know and be warned thereby.

If a warning need be made, you have been warned. Get it! Got it! Good!

There are lots of programs here and there on the sites. They may or may not work. May or may not work as desired, described, or intended. I am not a professional. You haven't paid me one red cent. User beware. To say they might have unintended consequences would be an understatement. If you don't understand the underlying code (and therefore

have absolutely no need of them, like the Catch-22, there?), you may not wish to use said code.