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Note: This is not Caesars Palace Casino, different spelling. A good spoof of obnoxious user agreements which cloak exculpatory online spying.

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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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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. WE WANT TO FULLFILL ANY OBLIGATIONS THAT WE MAY HAVE AND CONSEQUENTLY REQUIRE THAT YOU TELL US PROMPTLY IF THERE IS A PROBLEM AND GIVE US THE OPPORTUNITY TO TAKE REMEDIAL ACTION. IF YOU SHOULD CONCLUDE OR DISCOVER FACTS WHICH REASONABLY INDICATE THAT WE HAVE VIOLATED THIS USER AGREEMENT, OR FAILED TO PERFORM ANY OBLIGATIONS THAT WE MAY HAVE, OR HAVE BREACHED A LEGAL DUTY, OR THAT WE HAVE BEEN NEGLIGENT, YOU ARE REQUIRED TO NOTIFY <http://ceasers-palace.info> BY E-MAIL AT THE EARLIEST OPPORTUNITY BUT WITHIN 12 HOURS, AND TO FOLLOW-UP BY PROVIDING ALL KNOWN SPECIFICS AND DETAILS BY E-MAIL NOTIFICATION TO webmaster@http://ceasers-palace.info WITHIN TEN DAYS. IF YOU FAIL TO GIVE THE FOREGOING TIMELY NOTICES TO US, YOU SHALL THEREBY IRREVOCABLY WAIVE ALL CLAIMS AND CAUSES OF ACTION. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the ceasers-palace.info site or this User Agreement must be filed by you within one (1) year after such claim or cause of action first arose, and regardless of when discovered, or be forever barred. The parties hereto stipulate and agree that (1) as the physical premises of the ceasers-palace.info site consist of the site's Internet webserver(s) and storage components thereof, these shall be construed as the site's real property, and (2) that the electronic signals created when the website or content thereof is used constitute the ceasers-palace.info site's physical personal property; neither of which shall be trespassed or converted by unauthorized entry, access, transfer, or use and our right to exclude others from trespassing and/or converting such property or from our virtual network premises is not equivalent to any rights protected by copyright. The parties hereto further stipulate and agree that use of this website or the content thereof in violation of this User Agreement causes actual and irreparable harm inflicted by such conduct, constitutes a substantial interference with possession or the right thereto, and shall give rise to causes of action for trespass, conversion, or the like, false advertising,

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