

# Terms of Use

## TERMS OF USE FOR OUR WEBSITE

Veterans of Foreign Wars of the United States Auxiliary (VFW Auxiliary) owns and operates this website (the "Site"). VFW Auxiliary maintains the Site as a service to its members and visitors, subject to the following terms and conditions ("Terms of Use").

### **VFW Auxiliary Logo and Other Symbols**

VFW Auxiliary logo is a registered trademark of the Veterans of Foreign Wars of the United States (VFW). Use of VFW Auxiliary name, logo, trademarks or other proprietary information without prior written permission of VFW is strictly prohibited except for those instances that fit into the "pre-authorized uses" category.

Pre-authorized uses are designed to help VFW Auxiliary Departments, Districts, County Councils, and Auxiliaries meet their communication needs while protecting the emblem and brand of the organization.

Pre-authorized uses of VFW Auxiliary emblem for Departments, Districts, County Councils, and Auxiliaries are to be used for VFW Auxiliary-related communications, projects and events (examples include websites, Facebook pages, newsletters, fliers, letterhead, Convention books, etc.). The pre-authorization is for Auxiliary-related events or communications only and is NOT granted for individual member use. For instance, if an Auxiliary has its own website or Facebook account, they may use the provided versions. An individual member may not use them for his/her personal accounts.

All requests for the emblem that do not fit into the pre-authorized categories and/or involve a third party vendor must get prior expressed written consent through the VFW Quartermaster General's office.

### **Site Content**

VFW Auxiliary owns the Site. Your use gives you no ownership rights to any content in the site. The entire content of the Site, including, but not limited to text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code, and the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content (collectively, "Content"), is owned, controlled or licensed by or to VFW Auxiliary.

Any unauthorized use terminates any permission or license granted by VFW Auxiliary.

VFW Auxiliary grants limited permission for you to use portions of this Site for your own personal, informational and non-commercial use, provided that (1) your use is for personal, informational and non-commercial purposes only; (2) you do not change or delete the content, or any proprietary notices from linked, downloaded or printed materials; (3) you do not copy or post the Site content on any networked computer or broadcast it in any media; (4) you do not make any representations or warranties relating to your use of the Site content.

Otherwise, apart from this limited permission for personal, informational and non-commercial use, any other use, including, but not limited to reproduction, distribution, display or transmission of the contents of the Site, is strictly prohibited, unless expressly and specifically authorized by VFW Auxiliary in writing in advance.

Thus, you may not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit or distribute, in any way (including "mirroring") to any other computer, server, website or other

medium for publication or distribution or for any commercial enterprise, any part of the Site or any its content without VFW Auxiliary's prior express and specific written consent.

### **Access to and Use of the Site**

You may not obtain access to the Site, or VFW Auxiliary's services, programs or products through false or misleading information.

You may not permit another person to access the Site using your account or password.

You may not directly or indirectly sell, transfer, solicit or advertise any services, products, or information using the Site.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, or to any VFW Auxiliary server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not use any "deep-link," "page-scrape," "robot," "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.

You may not seek, search, obtain, reveal, disclose or exploit VFW Auxiliary proprietary information or any personal information, other than your own personal information, from the Site or any network connected to the Site, through reverse look-up, trace or any other method.

You may not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or VFW Auxiliary's systems or networks, or any systems or networks connected to the Site or to VFW Auxiliary.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to VFW Auxiliary on or through the Site or any service offered on or through the Site.

You may not use the Site or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of VFW Auxiliary or others.

You may not engage in any other activity that VFW Auxiliary determines, in its sole discretion, adversely affects the use and enjoyment of the Site.

You agree that VFW Auxiliary may, in its sole discretion and without prior notice, terminate your access to the Site because of (1) requests by law enforcement or other government agencies; (2) a request by you (for example, self-initiated account deletions); (3) discontinuance or material modification of the

Site or any service offered on or through the Site; (4) unexpected technical issues or problems, or (5) any other reason requiring such action in VFW Auxiliary's sole discretion.

Chartered VFW Auxiliary Departments, Districts, County Councils, and Auxiliaries are separate corporate entities or associations, so you should obtain information about the terms of use for their websites, if any, from them.

### **Online Purchases, Promotions and Contests**

VFW Auxiliary offers products and services on the site. When you agree to obtain a product or service from VFW Auxiliary on the Site, you accept the specific agreement or terms applicable to that product or service. Your transaction for or use of any such product or service offered on the Site, or any promotion or contest on the Site, is governed by the terms and conditions in the agreement or terms for that product, service, promotion or contest, which are made a part of these Terms of Use by this reference. You agree to abide by such other agreements and terms, including, where applicable, representing that you are of sufficient legal age and you are authorized to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the specific terms shall control with respect to your use of that portion of the Site or the specific service.

### **Reviews, Comments and Communications on the Site**

As permitted by VFW Auxiliary on the Site, you may submit comments and provide other content so long as the content is not obscene, illegal, threatening, or defamatory and so long as the content does not invade the privacy or infringe the intellectual property of a third party. Further, such content may not contain software viruses, mass mailings, chain letters, or any form of "spam." Again, you may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the information.

By submitting information on the Site, you grant VFW Auxiliary a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to reproduce, use, modify, publish, adapt, translate, create derivative works from, distribute, and display such content throughout the world in any media. By submitting information you also represent and warrant that the content is accurate; you own or have permission to use the content that you submit; and that use of the content will not cause injury to any person or entity.

### **Disclaimer of Warranties and Liability**

The Site and its content are delivered on an "as-is" and "as-available" basis, and are subject to change without notice. You assume total responsibility for your use of the Site and any linked sites.

VFW Auxiliary reserves the right at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

VFW Auxiliary does not promise that the Site or any content, service or feature of the Site will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Site will provide specific results.

VFW Auxiliary does not warrant that any files or other data you download from the Site will be free of viruses or contamination or destructive features.

VFW AUXILIARY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH OR RELATED TO USE OF THE SITE AND/OR ANY VFW SERVICES.

VFW AUXILIARY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO USE OF THE SITE AND/OR ANY VFW SERVICES, INCLUDING BUT NOT LIMITED TO CRIMINAL, TORTUOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THIS SITE.

VFW AUXILIARY DISCLAIMS ANY AND ALL LIABILITY FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITE AND/OR ANY VFW SERVICES.

THIS DISCLAIMER APPLIES TO ANY DAMAGES, LIABILITY OR INJURIES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

BY ACCESSING THE SITE AND/OR VFW SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### **Limitation of Liability**

If, notwithstanding the other provisions of these Terms of Use, VFW Auxiliary is found to be liable to you for any damage or loss that arises out of or is in any way connected with your use of the Site or any content, VFW Auxiliary's liability shall in no event exceed the value of the product or services at issue, or one hundred dollars (\$100) in the aggregate, whichever is less. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Except where prohibited by law, VFW Auxiliary will not be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if VFW Auxiliary has been advised of the possibility of such damages.

#### **Indemnity**

Upon demand, you agree to indemnify, defend and hold harmless VFW Auxiliary, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, from and against any demands, loss, liability, claims or expenses (including attorneys' fees), made against VFW Auxiliary by any third party due to or arising out of or in connection with your violation of these Terms of Use.

### **If You Violate These Terms of Use**

If VFW Auxiliary in its sole discretion determines you have violated these Terms of Use or other agreements or guidelines associated with your use of the Site, you acknowledge and agree that: VFW Auxiliary may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site;

VFW Auxiliary may preserve any transmittal, communication or related data by or from you with VFW Auxiliary in connection with or related to your use of the Site, and may also disclose such the transmittal or communication or its contents if required to do so by law, or if VFW Auxiliary determines such disclosure is reasonably necessary to (1) comply with legal process; (2) enforce these Terms of Use; (3) respond to claims that any such transmittal, communication or data violates the rights of others; or (4) protect the rights, property or personal safety of VFW Auxiliary, its employees, users of or visitors to the Site, and the public.

If your violation will cause irreparable harm to VFW Auxiliary, for which monetary damages would be inadequate, you consent to VFW Auxiliary obtaining any injunctive or equitable relief that the VFW Auxiliary deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the VFW Auxiliary may have at law or in equity.

If VFW Auxiliary takes legal action against you as a result of your violation of these Terms of Use, the VFW Auxiliary will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the VFW Auxiliary.

### **Copyrights and Trademarks**

VFW Auxiliary respects intellectual property and expects the users and visitors to the Site to do the same. VFW Auxiliary will investigate reports of alleged infringement and will take appropriate action to remove or disable access to any material found likely to be infringing.

If you believe VFW Auxiliary's website infringes your copyright, please provide the following information:

A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that has allegedly been infringed.

A description of the copyrighted work that you believe has been infringed.

The location on the website of this allegedly infringed material.

Your address, telephone number and email address and any other pertinent information sufficient to allow VFW Auxiliary to contact you.

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

**Notices of claimed copyright infringement should be directed to:**

By mail: VFW Auxiliary, 406 West 34th Street, 10<sup>th</sup> Floor, Kansas City, MO 64111

By email: [info@vfwauxiliary.org](mailto:info@vfwauxiliary.org) (Please include “notice of infringement” in the subject line.)

The names of third party companies, products and services contained on the Site may be the trademarks of their respective owners. Any trademark rights not expressly granted herein are reserved.

**Ideas Submitted to VFW Auxiliary**

Any comments, suggestions, ideas, notes, drawings, concepts, designs or other material you offer to us through this Site will become our property. Please understand that we may have internal and external resources that have already developed, or will develop, ideas similar to your suggestions or comments. Without limitation, we will exclusively own all rights now known or hereafter existing to your suggestions and will be entitled to unrestricted use of the comments for any purpose whatsoever—commercial or otherwise—without compensation to you or any provider of the suggestions.

**Privacy**

VFW Auxiliary’s Privacy Statement applies to your use of the Site, and its terms are made a part of these Terms of Use by this reference. To view VFW Auxiliary’s Privacy Policy, visit [www.vfwauxiliary.org](http://www.vfwauxiliary.org). The Privacy Statement addresses, among other things, VFW Auxiliary’s collection, use and sharing of your personal information, its tracking of visits to its Site, and member access to VFW Auxiliary’s Membership And Leadership Technology Access system (MALTA).

**Dispute Resolution**

In the event of any controversy or dispute between VFW Auxiliary and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute prior to commencing litigation. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), or if injunctive or equitable relief is immediately required, then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through informal mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

**Governing Law and Agreed Venue**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Missouri without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Kansas City, Missouri, and waive any objection to such jurisdiction or venue.

**Time Limit for Claims**

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, and any claim by you is subject to the Limitation of Liability set forth above. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation.

**Void Where Prohibited**

VFW Auxiliary reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you agree to the transfer of your information to or within the United States.

## **Miscellaneous**

You may not use, export or re-export the Site's content or any product or service offered on the Site.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

These Terms of Use constitute the entire agreement between you and VFW Auxiliary with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and VFW Auxiliary with respect to such use are hereby superseded and cancelled.

VFW Auxiliary's failure to enforce performance of these Terms of Use shall not be construed as a waiver by VFW Auxiliary of its rights under these Terms of Use, nor shall any course of conduct between VFW Auxiliary and you or any other party be deemed to modify these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

## **Questions?**

If you have any questions about VFW Auxiliary's Privacy Statement, please contact us via email at [info@vfwauxiliary.org](mailto:info@vfwauxiliary.org) or by mail at

VFW Auxiliary  
406 West 34th Street  
10<sup>th</sup> Floor  
Kansas City, MO 64111

The information contained in this website is subject to change without notice.

Effective 2/13/2018