Terms of Use

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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.

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

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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.

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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.

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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, 10th Floor, Kansas City, MO 64111

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

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Ideas Submitted to VFW Auxiliary
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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. 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.

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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.

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If you have any questions about VFW Auxiliary’s Privacy Statement, please contact us via email at info@vfwauxiliary.org or by mail at
VFW Auxiliary
406 West 34th Street
10th Floor
Kansas City, MO 64111

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Effective 2/13/2018