

## Terms of Use

Last Updated: April 17, 2017

This Terms of Use Agreement (the “Agreement”) is a legal agreement between you and Roy G. Post Foundation (“ROY G. POST FOUNDATION,” “we” or “us”) governing your use of our website: Roy G. Post Foundationym.org (the “Website”). By using or accessing the Website or downloading materials from the Website, you agree to be legally bound by this Agreement.

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### **Updates to this Agreement**

ROY G. POST FOUNDATION may revise and/or change or update this Agreement. Please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. Changes will become effective immediately after they are posted. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically review this Agreement to see if there have been any changes that may affect you. If you do not agree to this Agreement as modified, then you must discontinue your use of the Website. Your continued use of the Website will signify your continued agreement to this consent as it may be revised from time to time.

### **Authorized Use**

While using the Website, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use the Website for any fraudulent or unlawful purpose, and you may not take any action to interfere with the Website or any other user’s use of the Website. We expect users of the Website to respect the rights and dignity of others. By way of example and not of limitation,

you may not (and you expressly agree that you will not) do any of the following, which violate this Agreement:

- Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Website any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising;
- Reproduce, duplicate or copy any portion of the Website, except as authorized by this Agreement;
- Sell, resell or otherwise exploit for any commercial purposes any portion of, the use of or access to the Website without the prior written consent of the ROY G. POST FOUNDATION;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website, or express or imply that we endorse any statement you make;
- Remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website;
- Violate or attempt to violate the security of the Website;
- Disseminate on the Website any viruses, worms, spyware, adware or other malicious computer code, file or program that is harmful, invasive or may or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Website or to collect any information from the Website or any other user of the Website; or
- Assist or permit any persons in violating this Agreement or applicable statutes, orders, regulations, rules, and other laws governing the use of the Website.

### **Intellectual Property Rights**

All content (“Content”) available through the Website is protected by copyrights, trademarks or other proprietary rights and laws, except as set forth herein or otherwise agreed in writing by ROY G. POST FOUNDATION or other rights owner(s). The use of any Content available on the website is strictly prohibited.

You may use Content purposely made available by us for public use, provided that you (a) keep intact all copyright and other proprietary notices, (b) use such Content pursuant to any associated licenses, (c) do not copy or post such Content on any networked computer or broadcast it in any media, (d) make no modifications to the Content, and (e) do not make any additional representations or warranties relating to the Content on behalf of the ROY G. POST FOUNDATION.

Any rights not expressly granted herein are reserved.

### **User-Submitted Information**

You are responsible for any Content you transmit through our Website. You agree, represent and warrant that any Content you transmit through our Website or to us is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such Content. You shall not upload, post or otherwise make available on or through the Website any Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s) or the authority to do so. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary rights, or any other harm resulting from such a submission.

We do not want you to, and you should not, send any confidential or proprietary Content to us unless specifically requested by us. Please note that any unsolicited Content sent to ROY G. POST FOUNDATION will be deemed not to be confidential or proprietary.

By submitting Content, other than personally identifiable information, you grant to ROY G. POST FOUNDATION (or warrant that the owner of such Content has expressly granted to ROY G. POST FOUNDATION) a royalty-free, perpetual, irrevocable and unrestricted right and license (a) to use, reproduce, display, modify, adapt, publish, translate, transmit, distribute or otherwise make available to others such Content (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed; (b) to exercise all copyright, trademark, publicity, privacy and other proprietary rights with regard to such Content; and (c) to use your name, likeness and/or other biographical information in any and all media and/or communications. You also agree that ROY G. POST FOUNDATION is free to use any ideas, concepts, know-how or techniques that you send to us for any purpose.

### **Secure User Accounts**

Certain portions of our Website are accessible only to users who have registered with the Website and obtained login credentials ("Secure Users"). If you are a Secure User, you agree to accurately maintain and update any information about yourself and your account that you have provided to ROY G. POST FOUNDATION.

You further agree that you are responsible for all activities that occur under your Secure User account. You are responsible for maintaining the confidentiality of your login credentials and you agree not to share your login credentials with any unauthorized parties. You also agree to notify us promptly of any unauthorized use of your login credentials or any other breach of security that you become aware of involving or relating to the Website by emailing us at [info@wmarizona.org](mailto:info@wmarizona.org).

ROY G. POST FOUNDATION reserves the right to take any and all action, deemed necessary or reasonable to maintain the security of the Website and your account, including without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account.

WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

### **Interactive Forums**

We may host message boards, chat rooms, blogs, and other interactive forums or services (each, a "Forum") on the Website. Forums are intended to serve as discussion centers. Any user failing to comply with this Agreement may be expelled from and refused continued access to Forums in the future. You

understand that our staff, our outside contributors, or other users connected with ROY G. POST FOUNDATION may participate in Forums or other aspects of the Website and may employ anonymous user names when doing so. You acknowledge and agree that Forums are public spaces and that your participation in such Forums creates no expectation of privacy. Further, you acknowledge that any personal information you communicate in Forums may be seen and used by others. We are not responsible for information that you or others choose to communicate in Forums, or for your actions or the actions of other users. ROY G. POST FOUNDATION or its designated agents may remove or alter any information or content posted or otherwise disclosed in any Forum at any time for any reason. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A FORUM OR OTHERWISE ON OR THROUGH THE WEBSITE, YOU DO SO AT YOUR OWN RISK.

### **Monitoring**

You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following at our sole discretion: (a) evaluate Content before allowing it to be posted on the Website or any Forum; (b) monitor Content; (c) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (d) disclose any Content, and the circumstances surrounding its transmission, to any third party in order to operate the Website; to protect ROY G. POST FOUNDATION and the Website's users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.]

### **Changes to the Website**

ROY G. POST FOUNDATION may make improvements and/or changes to the Website, add new features, or terminate the Website at any time without notice. We also: (a) reserve the right (but have no obligation) to change the Content or other offerings on the Website, at any time and from time to time without any notice or liability to you or any other person; and (b) do not warrant that information on the Website is accurate, complete, reliable, current or error-free. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

### **Third-Party Content**

Any information, statements, opinions or other Content provided by third parties and made available on our Website are those of the respective author(s) and not ROY G. POST FOUNDATION. We do not guarantee the validity, accuracy, truthfulness, completeness, reliability or usefulness of any information, statement, opinion or other Content on our Website other than from an authorized ROY G. POST FOUNDATION representative acting in his or her official capacity. Under no circumstance will ROY G. POST FOUNDATION be liable for any loss or damage caused, directly or indirectly, by your reliance on any such third-party Content.

### **Links to Third-Party Websites**

ROY G. POST FOUNDATION may provide on the Website, solely as a convenience to users, links to websites operated by third parties. If you use these links, you will leave our Website. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. ROY G. POST FOUNDATION does not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not

imply that ROY G. POST FOUNDATION is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked website is authorized to use any trademark, trade name, logo or copyright symbol of ROY G. POST FOUNDATION.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

### **Social Media Pages**

ROY G. POST FOUNDATION may maintain a presence on social media websites, including but not limited to Facebook, YouTube, LinkedIn and Twitter (collectively, "Social Media Pages"), to provide a place for the public to learn more about ROY G. POST FOUNDATION and to share comments. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect the opinions or ideas of ROY G. POST FOUNDATION. All visitors to our Social Media Pages must comply with the respective social media website's Terms of Use. We review some but not all postings to our Social Media Pages, and may remove postings that we determine are inappropriate or offensive.

### **Notice of Copyright Infringement**

If you believe that any Content on the Website infringes upon any copyright which you own or control, you may send a written notification, containing the information required under 17 U.S.C. §512(c)(3), to our Designated Copyright Agent as set forth below.

Designated Agent: Danielle Adams

Email: [Danielle@wmarizona.org](mailto:Danielle@wmarizona.org)

If any user of the Website is deemed to repeatedly infringe copyrights, ROY G. POST FOUNDATION will terminate such user's license to use the Website.

### **Other Policies and Terms**

This Agreement applies exclusively to your access to, and use of, the Website and does not alter in any way the terms or conditions of any other agreement you may have with ROY G. POST FOUNDATION. Additional policies and terms may apply to use of all or portions of the Website and are incorporated by reference into this Agreement. Please refer to and review all additional specific terms and conditions as applicable, including the ROY G. POST FOUNDATION's Privacy Policy.

### **Termination**

The Website and this Agreement are in effect until terminated by ROY G. POST FOUNDATION. In addition to any right or remedy that may be available to ROY G. POST FOUNDATION under applicable law, ROY G. POST FOUNDATION may suspend, limit or terminate all or a portion of your access to the Website or any of its features at any time with or without notice and with or without cause, including without limitation, if the ROY G. POST FOUNDATION believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. The provisions of this Agreement concerning authorized use, intellectual property rights, disclaimer of warranty, limitation of liability and indemnity, as well as any other provisions that by their nature should survive, shall survive any such termination.

You agree that if your use of the Website is terminated pursuant to this Agreement, you will not attempt to use the Website under any name, real or assumed. You further agree that if you violate this restriction after your use of the Website is terminated, you will indemnify and hold us harmless from

any and all liability that we may incur therefor. We reserve the right to have all violators prosecuted to the fullest extent of the law.

### **Child Privacy**

If you are under the age of 18, please do not use or access the Website. It is not our intent to collect or use personal information from anyone under 18 years of age, and we will not knowingly do so. If we are made aware that we have collected any personal information from children under the age of 18, and are asked to delete such information from our databases, we will promptly do so.

### **Disclaimer of Warranty**

ROY G. POST FOUNDATION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT AVAILABLE ON THE WEBSITE OR ANY OTHER WEBSITES LINKED TO OR FROM THE WEBSITE. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE WEBSITE IS DONE AT YOUR OWN RISK. THE CONTENT OF THE WEBSITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE ROY G. POST FOUNDATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

### **Limitation of Liability**

ROY G. POST FOUNDATION AND EACH OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE WEBSITE, THE WEBSITE'S CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURES. THE RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

THE RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Indemnity**

You agree to indemnify, defend and hold harmless ROY G. POST FOUNDATION and its directors, officers, employees, agents and contractors from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (a) your breach of any provision of this Agreement; (b) your activities in connection with the Website; or (c) unsolicited information you provide to ROY G. POST FOUNDATION through the Website.

### **Consent to Communication**

If you provide us with a telephone number, address or email address, you expressly agree that we, or our authorized agents, can use that telephone number, address or email address to contact you.

When you use the Website or send emails to ROY G. POST FOUNDATION, you are communicating with ROY G. POST FOUNDATION electronically. You consent to receive electronically any communications related to your use of the Website. We may communicate with you by email or by posting notices on

the Website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from ROY G. POST FOUNDATION intended for receipt by a user shall be deemed delivered and effective when sent to the email address you provide on the Website.

### **Effect of Invalidity**

In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective.

### **Waivers**

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

### **International Users**

The Website is controlled, operated and administered by ROY G. POST FOUNDATION (or its licensees) from its offices within the United States of America and is not intended to subject ROY G. POST FOUNDATION to the laws or jurisdiction of any state, country or territory other than that of the United States. ROY G. POST FOUNDATION DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for complying with all statutes, orders, regulations, rules and other laws of applicable jurisdictions.

### **Choice of Law**

You agree that any dispute in connection with the Website, this Agreement or the Privacy Policy will be governed by the laws of the State of Arizona and the United States of America. You also consent to the adjudication of any disputes arising in connection with the Website in the state courts located in Maricopa County, Arizona and the federal courts located in Arizona.

### **Contact**

If you have questions about this Agreement, or if you have technical questions about the operation of the Website, please contact us via email at [info@wmarizona.org](mailto:info@wmarizona.org) or by phone at 480-557-0263.