

**360 VETERANS' ASSOCIATION (360VA)
WEBSITE TERMS AND CONDITIONS OF USE**

- 1) **Acceptance of Website Terms and Conditions of Use.** These Website Terms and Conditions of Use ("Agreement") constitute an agreement between 360 VETERANS' ASSOCIATION ("360VA" or "we") and the user ("you"). It is your responsibility to read this Agreement carefully before using 360VA'S website ("Site"). By using this Site, you agree to the terms and conditions of this Agreement. This Agreement includes any guidelines or rules that 360 VA may post or update on the Site from time to time.

- 2) **Content.** The Site is owned by 360VA. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, service marks, trade names, logos, sounds, music, artwork and computer code (collectively, "Content"), including the Content's design, structure, selection, coordination, expression, "look and feel," and arrangement, is owned, controlled or licensed by or to 360VA, and is protected by copyright, intellectual property, and unfair competition laws. Except as expressly provided in this Agreement, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way, including mirroring, to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without 360VA's express prior written consent. 360VA does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Site. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. 360VA reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Site. 360VA does not and cannot review all materials posted to the Site by users, and 360VA is not responsible for any such materials posted by users. 360VA reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, that in 360VA's sole discretion is objectionable or in violation of this Agreement.

- 3) **Permitted Uses.** You are granted a non-exclusive, non-transferrable, revocable license to: (a) access and use this Site strictly in accordance with this Agreement; (b) use this Site solely for personal, non-commercial purposes; and (c) print discrete information from the Site solely for personal, non-commercial purposes, provided that you respect all copyright and other intellectual property rights of 360V and others.

- 4) **Restrictions on Use/Copyright.** Your use of the Site and its Content is governed by this Agreement and all relevant laws, including applicable copyright, trademark and other intellectual property laws. You are prohibited from modifying, copying, republishing, using, distributing, selling, renting or leasing,

using, creating derivative works from, or otherwise making available in any form this Site, the Content, or any part of the Site, except as allowed explicitly in this Agreement. Use of the Site does not grant you ownership rights to the Site, its Content, or information, documents or other materials viewed through this Site.

- 5) **Your Submissions and Use of Information.** We reserve the right, and you authorize us to use, any and all information that you provide that is related to your use of the Site. All submissions, applications, remarks, suggestions, ideas, graphics, photographs, videos, stories, documents, data, and feedback related to the Site and/or its Content or other information that you submit to this Site (collectively, "Submissions") shall be deemed to be property of 360VA. 360VA is not required to treat any Submissions as confidential, and is free to reproduce, use, disclose, display, create derivative works, and distribute the Submissions to others, and to authorize others to do the same. 360VA is free to use any ideas, concepts, know-how, or techniques contained in the Submissions for education, marketing, and other purposes, without compensation to you or to any other person sending the Submissions. You are responsible for the information and materials in your Submissions, and you, not 360VA, have full responsibility for the message, including its accuracy, legality, reliability, appropriateness, originality, and compliance with all relevant laws, including intellectual property laws. You must comply with all third party rights regarding all of your Submissions, and shall not download, post, email or otherwise transmit Submissions in violation of any third party's rights. You warrant that if you are not the owner of the Submissions, the owner of the Submissions has expressly granted the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, create derivative works from, distribute and display the Submissions, in whole or in part, and to incorporate the Submissions in other works in any form, media or technology now known or later developed for the full term of any rights that may exist in the Submissions.
- 6) **Disclaimer.** This Site is intended for educational purposes, to provide you with information about 360VA and its goal of supporting military veterans through sustaining and expanding veterans' leadership skills and supporting 360° Leadership Program Alumni. This Site does not provide specific advice, and is not intended to be a substitute for seeking competent advice from a suitable professional for any specific situation or circumstances.
- 7) **Disclaimer of Warranties.** THE USE OF THIS SITE AND ITS CONTENT IS SOLELY AT YOUR OWN RISK. THIS SITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. 360VA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE AND ITS CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE SITE AND ITS CONTENT MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS, AND 360VA MAKES NO WARRANTY THAT THE SITE AND

ANY THE CONTENT WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY REGARDING ANY DEFECT OR DISSATISFACTION WITH THIS SITE OR ITS CONTENT IS TO CEASE USING THE SITE.

- 8) **Limitation of Liability.** YOU UNDERSTAND AND AGREE THAT 360VA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES OR DAMAGES. THIS LIMITATION OF LIABILITY IS FUNDAMENTAL TO AGREEMENT, AND THIS SITE AND THE CONTENT WOULD NOT BE PROVIDED WITHOUT THIS LIMITATION OF LIABILITY.
- 9) **Disclaimer of Content.** 360VA does not represent or warrant that the Site or its Content will be error free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the Content or any other information on the Site will be correct, accurate, timely, or otherwise reliable. We reserve the right to make changes to the features, functionality, and/or Content of the Site at any time, and the right to edit or delete any information, Content, or other materials on the Site. 360VA assumes no responsibility to screen or review Content, Submissions, Social Media Submissions, or any information that is originated by parties other than 360VA. We have the right, but not the obligation, to review, refuse, monitor, edit, delete or remove any Content, Submissions, or Social Media Submissions.
- 10) **Prohibited Conduct.** The Site may now, or in the future, provide users with the opportunity to submit, post and/or exchange information, data, text, software, music, photographs, graphics or artwork, video, audio, messages or other materials, whether publicly posted or privately transmitted. You have read and are familiar with the following guidelines related to prohibited conduct ("Prohibited Conduct Guidelines"). For any user who violates the Prohibited Conduct Guidelines or this Agreement, you understand and agree that 360 VA may block messages from those users, send a warning to those users, and if necessary, ban those users from using the Site. You understand and agree that all text, graphics, software, music, sound, photographs, videos, messages, posts, data, information, or other materials that you submit to or on the Site (collectively, the "User-Generated Content") is the sole responsibility of the person with whom the Content originated. Thus, you are responsible for all User-Generated Content that you disseminate or transmit through or by means of the Site. You agree not to do any of the following (collectively referred to as "Prohibited Conduct"):
 - a. post, disseminate, or transmit any User-Generated Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, tortious,

libelous, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, discriminatory, invasive of another's privacy, or otherwise objectionable;

- b. post, disseminate, or transmit any User-Generated Content that infringes or violates any third party's copyright, trademark, service mark, trade secret, patent, or other intellectual property or proprietary right;
- c. post, disseminate, or transmit any worms, viruses, or other harmful, disruptive, or destructive files, code, or programs;
- d. impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses; or otherwise manipulate identifiers to disguise the origin of any User-Generated Content transmitted through the Site;
- e. post, disseminate, or transmit any User-Generated Content you do not have the right to post, disseminate, or transmit;
- f. interfere with, disrupt, or harm in any way the Site or servers or networks connected to the Site, including uploading, posting, or otherwise transmitting software viruses or any code, file, program, or other media designed or known to disable, interrupt or limit the functionality of any computer hardware or software, or any telecommunication equipment or facilities;
- g. use the Site for any illegal purpose, in violation of any applicable laws or regulations or in violation of the rules of any other website's providers, websites, or the like; or
- h. violate any applicable local, state, national, foreign or international law or regulation, intentionally or unintentionally;
- i. You may not collect or store personal data of other Site users without the prior, express, written permission of the user.

360VA is not responsible or liable to you or any third party or any user of the Site for any Prohibited Conduct by your or any third party or any use of the Site.

- 11) **Social Networking Groups and Websites.** 360VA may now or in the future maintain social networking groups through Facebook[®], Twitter[®] or other social networking websites ("360VA's Social Networking Groups"). Portions of 360VA's Social Networking Groups may allow users to post their own material ("Social Media Submissions"). The Social Media Submissions posted by users do not necessarily reflect the views of 360VA. By posting Social Media Submissions to

360VA's Social Networking Groups, you represent that you have all necessary rights in and to the Social Media Submissions. You additionally agree that the Social Media Submissions do not and will not violate the Prohibited Conduct Guidelines, the other terms and conditions of this Agreement, and the terms of use for Facebook®, Twitter® or any other social networking websites. 360VA reserves the right, in its sole discretion, to review, edit, or delete any Social Media Submissions on 360VA's Social Networking Groups that 360VA for any reason whatsoever determines may be harmful, defamatory, unlawful, threatening, obscene, lewd, lascivious, harassing, potentially in violation of any party's rights, or otherwise objectionable. NOTWITHSTANDING THE FOREGOING, 360VA EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIAL COMMUNICATED BY THIRD PARTIES THROUGH THIS WEB SITE AND FOR ANY SOCIAL MEDIA SUBMISSIONS. By posting to 360VA's Social Networking Groups and submitting Social Media Submissions, you authorize 360VA to use the Social Media Submissions. You may not advertise or solicit on 360VA's Social Networking Groups without 360VA's prior express written permission.

- 12) **Reporting Unlawful Activity.** 360VA reserves the right to investigate complaints or reported violations of this Agreement, and to take any actions we deem appropriate, including reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties and disclosing information necessary or appropriate to these persons and entities regarding your identifying information, profile, email address, usage, usage history, Submissions, Social Media Submissions, IP addresses, traffic information and payment history and information.
- 13) **Links to this Site.** You may provide links to this Site, provided that: (a) you appropriately credit 360VA, (b) your site does not engage in any unlawful, illegal, or pornographic activities and (c) you discontinue linking to the Site immediately if we so request.
- 14) **Linking to Other Sites.** This Site may now or might in the future contain links to other sites. 360VA is not responsible for the content, information, accuracy, or opinions of or on those sites, and we do not monitor, investigate or check those sites for accuracy or completeness. Including links to a site does not imply that we approve of or endorse the site. Your use of any linked site is solely at your own risk, and is subject to the terms, conditions and privacy policy of that site.
- 15) **Nontransferability.** Your right to use this Site and its Content is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.
- 16) **Indemnity.** By accessing or using this website, you agree to indemnify, defend and hold 360VA and its partners, agents, affiliates, officers, directors, members, employees, subcontractors, successors, and assigns, harmless from any liability,

loss, claim, third party claim, action, demand or expense, including reasonable attorney's fees, resulting from, or alleged to have resulted from, your use of this Site and/or its Content, and/or from your violation of this Agreement or use of this Site or its Content.

- 17) **Attorneys' Fees.** You acknowledge and agree that, should you violate this Agreement, 360VA shall be entitled to seek all legal and equitable remedies available, including but not limited to 360VA's reasonable attorney's fees.
- 18) **Intellectual Property Policy.** 360VA reserves the right to terminate this Agreement if you infringe upon our intellectual property rights or the intellectual property rights of any third party. 360VA respects the intellectual property of others. However, if you believe that your work has been copied in a way that constitutes copyright infringement, please file a notice of infringement with 360VA via our website administrator at ContactUs@360VA.org which operates as 360VA's designated agent for notice of alleged copyright infringement in connection with this Site pursuant to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512(c)(2). Any notice of infringement must comply with the requirements of Title II of the Digital Millennium Copyright Act of 1998, a text of which can be found at the United States Copyright Office Website.
- 19) **Termination and Modifications.** 360VA may, in its sole discretion, terminate your use of the Site at anytime. 360VA may change these terms and conditions at any time and such changes will be effective immediately upon posting. You should check this Agreement periodically, because your continued use of the Site will be deemed acceptance of any modified terms and conditions. If you do not agree to the modified terms and conditions, your remedy is to discontinue using the Site.
- 20) **Miscellaneous.** This Agreement constitutes the entire agreement between you and 360VA, and governs your use of this Site. You may also be subject to additional terms and conditions that may apply when you use third party content or links available through this Site. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. This Agreement shall be treated as if it were executed and performed in the Commonwealth of Virginia, and construed in accordance with the laws of Virginia. You agree that this Agreement, and any dispute arising from or in any way related to this Agreement and/or your use of the Site and/or its Content ("Dispute"), will be governed by the laws of the Commonwealth of Virginia, without respect to conflicts of laws provisions, and agree to venue for a court of competent jurisdiction in the City of Alexandria or Fairfax County, Virginia. 360VA's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision.

Latest update: August 1, 2016