

Terms of Use

Terms and Conditions of Use - Frederick Military Academy Alumni Association™

Website Terms and Conditions of Use

Welcome to www.fmaalumni.org (the "Website").

Frederick Military Academy Alumni Association

("We" or "Us") has included a wealth of information and functionality for users of Our Website, all of which is provided subject to the following Website Terms and Conditions of Use set forth below. These "Terms of Use" are an agreement between You and Us and govern Your access to and use of this Website.

In these Terms of Use, the terms "You" and "Your" includes you individually and the company or employer you work for, if you are accessing the Website for purposes related to your employer's business.

PLEASE READ THIS DOCUMENT BEFORE USING THIS WEBSITE! IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

By accessing this Website, You acknowledge, represent and warrant that: (i) You have read and understand these Terms of Use; (ii) You have and will access the Website and provide information to Us with the bona fide intent to use or to evaluate the Website, and not with an ulterior motive, such as to download portions of the Website to compete with Us or provide information to one of Our competitors; and (iii) in using the Website, You will comply with all applicable international, country, federal and state laws, rules and regulations.

Acceptance; Amendments. Your use of the Website indicates your agreement that these Terms of Use with our Acceptable Use Policy and the Website Privacy Statement www.fmaalumni.org/privacy.htm govern Your license to access and use the Website and materials and information posted on the Website. We may change these Terms of Use and/or any of our Website policies at any time by posting revisions

©2010 Frederick Military Academy Alumni Association

to the Website. If you make use of the Website after any changes are posted, that use shall constitute your acceptance of each revised Website policy. If you do not agree to the terms of these Terms of Use, the Acceptable Use Policy, Our Privacy Statement or any revised Website policy, you must exit the Website immediately.

Submissions to the Website. In providing information and materials on the Website, We are not rendering legal, medical or other professional services or advice. If legal or other expert assistance is required, the services of a competent professional should be sought.

(1) Discussion Forum Postings. All information and text that You post on the Website discussion forums ("postings") immediately become part of Website and You agree and consent to the use of such postings by Us or anyone from the public, free of any claim by You for copyright infringement or other violation of any of Your rights. All such postings are non-confidential and non-proprietary. In placing any posting on the Website, You grant to Us an irrevocable, non-exclusive, perpetual, royalty-free and worldwide right and license to disseminate and make use Your posting for any purpose not prohibited expressly by applicable law, without any obligation to pay You any royalties or provide any attribution to You.

(2) The Website and Materials Provided by Others. All words, photographs, graphics, images, content, articles and other information that We or any of Our users (other than You) make available on the Website (the "Website information") are protected by applicable copyright, trademark, trade secret and other laws protecting Our proprietary rights and the rights of Our contributors and the authors of such works. By making any use of the Website, You agree that We are not offering for sale or selling the Website information, but instead are granting You a limited, royalty-free, non-exclusive, revocable and non-transferable license to make use of the Website information for Your own personal or internal business purposes. Unless otherwise set forth in a separate written agreement signed by Us, You agree that this license does not permit You to:

- (i) Download any Website information (except to the extent of your browser's ordinary caching operation);
- (ii) Sell any Website information downloaded (or copied in another form) for money, barter, exchange or other consideration;

©2010 Frederick Military Academy Alumni Association

(iii) Redistribute any Website information to anyone (except to Your bona fide employees who need the Website information for internal business purposes);

(iv) Make any more than one print copy of any of the Website information;

(v) Republish any Website information for any purpose, including commercial gain;

(vi) Make any alterations, additions or other modifications to any Website information; or

(vii) "Mirror" any Website information on any other server.

All other rights are expressly reserved by Us and Our contributors. This license automatically terminates if You breach any provision of these Terms of Use or the Acceptable Use Policy. Upon termination, You must immediately destroy or return all downloaded and printed items containing any Website information.

Membership Registration. On this Website is posted the Membership Application form to join Our organization. Memberships are individual, non-transferable and non-refundable. Once Your application is accepted, You will be provided a user name and password to access certain portions of the Website, such as the discussion forums, that are not generally available to the public (the "Restricted Areas"). All Personal Information You provide to us in connection with your registration will be handled in accordance with Our Privacy Statement. If at any time any Personal Information You provided to Us is incorrect or has changed, please complete and submit a Membership Change of Information form.

When You register for access to Restricted Areas of the Website, You represent and/or agree that:

(i) You are 13 years of age or older, You have read and understand these Terms of Use, and all information, including Personal Information, You supply to us is true, correct and complete;

(ii) You acknowledge that these Terms of Use constitute a valid, binding and enforceable agreement between You and Us;

©2010 Frederick Military Academy Alumni Association

(iii) You have full power, authority and legal capacity to enter into, and perform your obligations under, these Terms of Use, and, if You are registering on behalf of a business or entity, You agree that you have the authority to bind Your principal or employer;

(iv) Your execution and performance of these Terms of Use is not restricted or limited by, and will not result in a breach of, any other obligations, duties, agreements or covenants and will not violate any applicable existing laws, regulations, rules, statutes or governmental orders;

(v) You have and will access the Website and provide information to Us with the bona fide intent to use or to evaluate the Website;

(vi) In using the Website, You will comply with all applicable international, country, federal and state laws, rules and regulations;

(vii) You will not disclose Your user name or password to anyone, You will maintain such codes securely so that no other person may gain access to them, and You will notify Us within twenty-four (24) hours of any unauthorized disclosure or use of Your user name and/or password; and

(viii) To the extent that You are negligent in maintaining the confidentiality of Your user name and password, You will be responsible for all damages caused to the operation of the Website through the use of Your user name and password occurring prior to when You notify Us that Your account has been compromised and We have reasonable time under the circumstances to terminate applicable access rights.

Misuse of the Website. You violate our Website policies and these Terms of Use when You make any use of the Website or any Website information that is not in conformity with this Agreement or with the Acceptable Use Policy attached hereto, which is incorporated by reference.

No License to Trademarks. All trademarks, service marks, tradenames or other identifying marks displayed on the Website, including and not limited to FREDERICK MILITARY ACADEMY ALUMNI ASSOCIATION™, (the "Marks") are owned by Us and/or Our licensors. Except as applicable law may otherwise provide, or as We may otherwise agree in a signed, separate writing, We do not consent to any use of the

©2010 Frederick Military Academy Alumni Association

Marks by any person and do not grant You any right to use the Marks displayed on this Website.

Linking to the Domain; No "Framing." We permit reasonable, good faith and non-defamatory links to the Website so long as: (i) it is clear in the link reference that Frederick Military Academy Alumni Association does not endorse the contents of the referring page and that any statements made have not been reviewed or approved by Us; and (ii) no use is made of Our Marks (though our wordmarks may be used if proper credit is provided on the page [e.g. "FREDERICK MILITARY ACADEMY ALUMNI ASSOCIATION™" is a trademark of Medical Group Management Association]). We do not consent to "framing" Our content or any Website information inside of any other page.

Available Remedies. We do not censor, validate, review, edit, verify, warrant or vouch for the accuracy and quality of any postings that You place, or provide for placement, on the Website, or any Website information that You may acquire from or view on the Website. Further, We do not, as an ordinary practice, monitor the communications of Website users to ensure that they comply with these Terms of Use or applicable law. When We become aware of harmful activities, in Our sole and unfettered discretion We may take action to stop the harmful activity, including but not limited to, removing Website information or Your postings, shutting down a link, implementing screening software designed to block offending transmissions, or any other action We deem appropriate to correct the conduct and/or prevent its recurrence. Moreover, We are required by law to: (i) notify law enforcement agencies when We become aware of the presence of child pornography on or being transmitted through the Website; and (ii) remove or block access to Website information and postings upon receipt of a proper notice of copyright infringement. It is also our policy to terminate the privileges of users who commit repeat violations of copyright laws, and We reserve the right not to accept postings from You or from anyone else where we have actual knowledge that the contents thereof violate these Terms of Use. All remedies are non-exclusive.

Term & Termination. Your right to use this Website is effective from the date You first enter this Website and, unless terminated as provided herein, shall continue until: (i) You breach or default in performance of these Terms of Use or any other written agreement with Us; or (ii) You object to any subsequent modification by Us of these Terms of Use or any other Website policy; or (iii) You notify us in

©2010 Frederick Military Academy Alumni Association

writing of Your election to terminate Your membership registration. In addition to any other remedy available to Us, We may, upon Your violation of these Terms of Use, terminate Your membership registration or Your ability to access or place postings on or through the Website. Furthermore, We may also refuse all pending postings placed by You through the Website. Upon any termination of these Terms of Use, You will immediately cease all use of this Website, and You shall remain liable for all transactions conducted and postings placed by You using this Website prior to termination. Any termination of these Terms of Use between You and Us will NOT terminate any other written agreement between You and Us. Further, we terminate the right to terminate the Website at any time.

Electronic communications. You agree to transact business with Us using electronic communications, either via web forms on the Website, or via email. Electronic communications will be deemed received by You when your email system reports that any email we send you, has been received by your system, regardless of whether you ever actually open or read such email. We may, but are not required, to use return receipt requests. Unless specifically required by applicable law, You consent to receive all notices, information, and other communications from Us concerning any subject matter, via electronic email. It is Your responsibility to maintain a valid email address, and we may terminate your access to the Website at any time that we determine You are in violation of these terms of use, or fail to maintain a valid email address.

Indemnity. If You place any posting on the Website, provide any submission for posting on the Website, or violate any provision of these Terms of Use, You are liable to Us for Your actions and, in the event We are threatened with or are actually sued by any person on account of or arising from Your activities (including but not limited to any claim of infringement of intellectual property rights of such person), You agree to indemnify and hold harmless Us and Our employees, directors, affiliates, volunteers, members and customers, from and against all such claims, demands, damages and losses claimed by such person, and this includes Your agreement to pay all related costs and expenses, including Our reasonable legal fees that We incur.

Disclaimer of Warranties. WE AND OUR CONTRIBUTORS MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU ABOUT THE SUITABILITY, ACCURACY, QUALITY OR RELIABILITY OF THE WEBSITE INFORMATION OR POSTINGS FOR ANY PURPOSE. ALL WEBSITE

©2010 Frederick Military Academy Alumni Association

INFORMATION AND POSTINGS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEBSITE INFORMATION OR POSTINGS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING UNDER SUBTITLE 4 OF TITLE 22 OF THE MARYLAND ANNOTATED CODE COMMERCIAL LAW ARTICLE. THERE IS NO WARRANTY THAT ANY WEBSITE INFORMATION, POSTINGS, CONTENT, EFFORTS, SERVICES, THE WEBSITE OR ANY SYSTEM PROVIDED BY US WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. WEBSITE TECHNICAL SUPPORT AND OTHER STAFF SERVICES ARE PROVIDED ON A BEST EFFORTS BASIS AND ARE NOT WARRANTED FREE-OF-FEE.

Limitations. YOU AGREE THAT YOUR SOLE REMEDY IN THE EVENT YOU HAVE ANY CLAIM AGAINST US IN RESPECT OF THE WEBSITE OR ANY WEBSITE INFORMATION, SUBMISSION OR POSTING IS FOR US TO REPAIR, REPLACE OR OTHERWISE CORRECT SUCH WEBSITE INFORMATION, SUBMISSION OR POSTINGS; UNDER NO CIRCUMSTANCES WILL WE OR OUR CONTRIBUTORS BE LIABLE TO YOU FOR ANY DAMAGES, COSTS OR FEES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ACTUAL, COMPENSATORY, DIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT OCCASIONED BY OUR NEGLIGENCE. FURTHER, IN NO EVENT SHALL WE AND/OR OUR CONTRIBUTORS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE OR WEBSITE INFORMATION, SUBMISSIONS OR POSTINGS AVAILABLE ON THE WEBSITE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Choice of Law & Forum; Attorney's Fees. These Terms of Use shall be governed and construed by the laws of the State of Maryland, exclusive of its conflicts of laws provisions. Any controversy or claim arising out of or related to these Terms of Use shall be settled exclusively by the State or Federal courts of Baltimore, Maryland, and THE PARTIES HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. If You breach these Terms of Use or any other Website policy and We incur attorneys' fees to enforce such policies, We shall be entitled to receive, and the court shall award, Our reasonable attorneys' fees and costs incurred in such action.

©2010 Frederick Military Academy Alumni Association

Miscellaneous. These Terms of Use and all documents referenced herein constitute the entire agreement, and amend all written agreements, between You and Us. Nonetheless, the terms and conditions of any written agreement executed by and between You and Us shall control over any contradictory or conflicting terms and conditions of these Terms of Use. If any section of these Terms of Use is found to be invalid or unenforceable in any jurisdiction in which it is performed, then the meaning of that section will be interpreted, to the extent feasible, in a way that renders it enforceable. If no feasible interpretation is possible, the section will be severed from these Terms of Use and the rest of these Terms of Use will remain in full force and effect. We may assign Our rights and responsibilities hereunder, in whole or in part, to any person or entity at any time. You may not assign Your rights and responsibilities under these Terms of Use without Our prior written consent. You agree that no joint venture, partnership, employment or agency relationship exists between You and Us as a result of these Terms of Use or Your use of the Website.

Questions or comments regarding these terms of Use should be directed to our Association Administrator at 410-382-6374 or by emailing us at info@fmaalumni.org

ACCEPTABLE USE POLICY

ACCEPTABLE USE OF WEBSITE. You agree as follows in respect of the acceptable and unacceptable uses of the Website (as defined in the Terms of Use). You will not and agree not to:

use or attempt to use the Website for any illegal, abusive or unethical activities as determined by us in our sole discretion, which include by example and not limitation, transmission of illegal pornographic material, invasion of privacy, defamation, infringement of another person's copyright, trade secret, patent, trademark or other intellectual property rights, hacking or cracking (gaining unauthorized use of a computer), distributing computer viruses or other malware, gambling, harassment of another or distribution of other harmful materials, code, programs or scripts. send unsolicited bulk mail messages ("junk mail" or "spam"). This includes bulk-mailing of commercial advertising, information announcements, charitable solicitations and political solicitations. Such material may only be sent to those who have specifically requested it or as authorized by applicable law, provided that if you assert that your activities are

©2010 Frederick Military Academy Alumni Association

authorized by applicable law, you shall provide an opinion of reputable counsel establishing a basis upon which your actions are taken. Malicious or threatening e-mail is also prohibited. Normally we will assume that you are in compliance with this provision, however, if an upstream provider blacklists our IP range or mail server as a result of activities we trace to you, we will presume that you are in violation of this provision.

breach any applicable data protection statute by, for example, sending or storing personal information (as defined in applicable data protection statutes) in an unencrypted form.

impersonate another person, falsify the source of TCP/IP packets, spoof any portion of an email or TCP/IP header, or misrepresent authorization to act on behalf of others or us. All messages and packets transmitted via the Internet Service should correctly identify the sender and source; you may not alter the attribution of origin in electronic mail messages or posting.

undermine the security or integrity of computing systems or networks or gain unauthorized access or control over our computers or any other person's computers.

permit another person to use your resources or the Website to conduct any of the matters you are prohibited from doing.

distribute any files in any peer-to-peer or file sharing arrangement, where it is possible that in such file sharing process any of the Website may be used to distribute copyrighted materials to or from persons who are not authorized to receive, copy, distribute or use them.

take any action that would cause us to violate any terms of an upstream service provider's acceptable use policy.

(i) Engage in any activity disruptive or abusive towards Our members or to Website operations, including and not limited to:

(i) Distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment or disrupt Website operations;

(ii) Degrade or impair the operation of Our servers and facilities or the servers and facilities of other network hosts or Internet users.

(iii) Post messages or software programs that consume excessive CPU time or storage space; and/or

(iv) Subvert, or assist others in subverting, the security or integrity of any of Our systems, facilities or equipment.

The above list of acceptable and unacceptable uses of the Website is not intended to be exhaustive, but rather illustrative of the

©2010 Frederick Military Academy Alumni Association

range of unacceptable uses. We have the right in our sole discretion to determine whether any particular conduct is an acceptable use of the Website. In cases where we determine you engaged in conduct that you reasonably believed did not violate this policy in good faith, we will provide you electronic notice of our determination that such conduct is not an acceptable use, and provided you cease such conduct not later than 24 hours after such notice, you will not be considered to be in breach of this Agreement.

©2010 Frederick Military Academy Alumni Association