The American Legion Department of Georgia

Terms of Use

Thank you for your interest in our website, and the content contained therein ("Content"). The content of this website provided to the consumer ("you" or "your") is subject to the terms contained in this Terms of Use ("Agreement"). This Agreement is a binding legal agreement between you and https://georgialegion.org/. Please read the terms and conditions of this Agreement carefully before accessing our Content.

Acceptance of Terms

By using this website in any way, you agree to the following terms and conditions. Unless we expressly provide otherwise, this Agreement incorporates and to the extent of any inconsistency, supersedes any other terms associated with the files and software applications available on this website. If you do not accept this Agreement, you may not access or use this website.

Privacy

Your privacy is very important to us. We designed our **Privacy Policy** to make important disclosures about how you can use this website to share with others and how we collect and use your content and information. We encourage you to read the **Privacy Policy** and to use it to help you make informed decisions.

In addition, we will respect your individual privacy, protect against identity theft and other unauthorized uses, and comply fully with all laws and government regulations in the collection, use, storage, display, distribution, and disposal of such information. Authorized uses of this information by us include uses which are 1) necessary to meet legal and regulatory requirements; 2) part of facilitating access to services, transactions, and information; or 3) supportive of efficient administrative processes.

Safety

We do our best to keep this website safe, but we cannot guarantee it. We need your help, which includes the following commitments:

- 1. You will not upload viruses or other malicious code.
- 2. You will not solicit login information or access an account belonging to anyone else.
- 3. You will not use this site to do anything unlawful, misleading, malicious, or discriminatory.
- 4. You will not do anything that could disable, overburden, or affect the appearance or functioning of this site, such as denial of service attack or interference with page rendering or other functionality.
- 5. You will not facilitate or encourage any violations of this Agreement or our policies.
- 6. You will not post unauthorized commercial information (also known as spam).
- 7. You will not bully, intimidate, or harass any user.
- 8. You will not post anything that could be considered hate speech or pornography; that incites violence or contains nudity or graphic depictions of violence.

Registration and Account Security

Here are some commitments you make to us relating to registering and maintaining the security of your account:

- 1. You are who you purport to be in creating your account.
- 2. You will not provide any false personal information or create an account for anyone other than yourself without permission.
- 3. You will not create more than one personal account.

- 4. If we disable your account, you will not create another one without our permission.
- 5. You will keep your contact information accurate and up to date in your profile.
- 6. You will not share your password, let anyone else access your account with your username or password, or do anything else that might jeopardize the security of your account.
- 7. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you regarding your account or use of this website.

Third-Party Websites

We may provide links to other websites controlled or offered by third parties ("Linked Website"). These links are offered to support the site's goal and are for informational purposes only. Our inclusion of a link to a Linked Website does not imply approval or endorsement of the Linked Website or any products or services offered on a Linked Website. We are not responsible for the content, accuracy, reliability, or opinions expressed in a Linked Website. We have not investigated or monitored any Linked Website for accuracy or completeness. The Linked Website may have different privacy policies and security standards from ours. We are not responsible if any terms shown on this website differ from those shown on the Linked Website. Third-party agreements do not supersede our Terms of Use Agreement.

Ownership/Use of Content

The content included on this website, including but not limited to, trademarks, service marks, text, graphics, logos, button icons, images, audio clips, trade names, domain names and software and the collection, arrangement and assembly of the Content located on this website is our property or the property of others (where indicated). Any use of this Content without our express written permission is strictly prohibited.

Amendments

We will notify you when we make changes to this Agreement and give you the opportunity to review and comment on the revised terms before continuing to use our services. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Agreement, we may provide notice on this page; if there is a major change in the Agreement, it may be noted on the home page for your review, or you may be required to access the updated Agreement prior to accessing the website. Your continued use of our services, following notice of the changes to our terms, policies, or guidelines, constitutes your acceptance of our amended terms, policies, or guidelines.

Termination

If you violate the letter or spirit of this Agreement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of this website to you. We will notify you by email or at the next time you attempt to access your account. In all cases of termination, the provisions of this Agreement shall still apply.

Disclaimers of Warranty and Limitations of Liability

You agree that your use of this website and its Content is at your sole risk. This website, its Content, and any services are provided "as-is" and the use of this site and any Content provided by this site (including third-party information, products, and content) are done at your sole risk. We do not warrant that this website is free from error or interruption.

WE ARE NOT LIABLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, OPPORTUNITY, PROFIT OR DATA, WHETHER ARISING FROM OR RELATED TO ANY ACTION IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, WHICH MAY RESULT FROM THE USE OF THIS WEBSITE OR THE CONTENT CONTAINED HEREIN OR IN CONNECTION WITH ANY FAILURE OF

PERFORMANCE ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, MALICIOUS CODE, LINE SYSTEM FAILURE, LOSS OF DATA, LOSS OF USE, OR OTHER DEFECT RELATED TO THE WEBSITE, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Other

- 1. If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect.
- 2. If we fail to enforce any of this Agreement, it will not be considered a waiver.
- 3. Nothing in this Agreement shall prevent us from complying with the law, including but not limited to, the Georgia Open Records Act.
- 4. This Agreement does not confer any third-party beneficiary rights.
- 5. We reserve all rights not expressly granted to you.
- 6. You will comply with all applicable laws when using our website.
- 7. By registering for or entering this website, you consent and submit to the exclusive jurisdiction and venue of the state or federal courts located in the State of Georgia.
- 8. Should any content on this site in a language other than English conflict with English language content, the English version of said content will prevail.

Questions Regarding this Agreement

If you have any questions regarding this Agreement, you may contact us at:

Department of Georgia - The American Legion

Adjutant: Zeste Debro

Email: <u>zdebro@georgialegion.org</u> **Telephone Number:** (678) 822-2279

Stockbridge, Georgia