

# Internet User Agreement, Privacy Policy, and Community Guidelines

## User Agreement

Please carefully review our User Agreement before you begin using the site. Thank you.

### A. Your Acceptance

Welcome to IAMLocal1426.org. By using and/or visiting this Website, you signify your agreement to (1) these terms and conditions (the "User Agreement"), (2) IAM's Privacy Policy, incorporated here by reference, and (3) IAM's Community Guidelines, also incorporated here by reference. If you do not agree to all of the terms and conditions contained in this User Agreement, the Privacy Policy, or Community Guidelines, you are not authorized to use the Website.

Although we may attempt to notify you when major changes are made to this User Agreement, you should periodically review the most up-to-date version. IAM may, in its sole discretion, modify this User Agreement at any time. By continuing to use this website following our posting of such changes, you agree to be bound by this User Agreement, as modified.

Through our sites, IAM provides users with access to a rich array of educational resources, including personalized content. We hope you find our sites useful. We reserve the right to modify, suspend, or discontinue the Website or any related sites, or any part of them, at any time, for any reason without prior notice to you. You agree that we shall not be liable for any such modification, suspension, or discontinuance.

Your registration information, as well as other personally identifiable information that you provide us about yourself on our sites, is subject to our Privacy Policy. [Click here to read our Privacy Policy.](#)

### B. General Use of the Website -- Permissions and Restrictions

IAM hereby grants you permission to access and use the Website as set forth in this User Agreement, provided that:

1. You do not collect any personally identifiable information of others, including user names or email addresses, from the Website.
2. You do not use the Website for any commercial purposes without the prior written authorization of IAM. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk e-mail or other solicitation. You

agree not to solicit, for commercial purposes, any users of the Website with respect to material they post on the Website.

3. You do not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the IAM servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, IAM grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. IAM reserves the right to revoke these exceptions either generally or in specific cases.
4. You do not transmit or otherwise make available any content containing any "virus," "worm," "trojan horse," or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
5. You do not alter or modify any part of the Website.
6. You do not circumvent, disable or otherwise interfere with security-related features of the Website or our sites or servers (or networks connected to our Website).
7. You do not harass, threaten, embarrass, or cause distress, unwanted attention, or discomfort to a person or entity on or through the Website or its communication systems.
8. You do not transmit or otherwise make available on or through the Website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable, as solely determined by IAM.
9. IAM reserves the right to suspend or terminate a user's access to the Website, without prior notice and at IAM's sole discretion.
10. This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether conduct violates conduct requirements for the Website.

### **C. IAM Registered User Accounts**

In order to access some features of the Website, such as, for example, interactive blogs, you have to become a Registered User, which will also create a user account. As a Registered User, you agree to be bound by the following terms:

1. When creating or modifying your account, you must provide accurate, current, and complete information. We reserve the right to disallow use of any username that we deem offensive or inappropriate. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing the Website through any username/password assigned to you. You must notify IAM immediately of any breach of security or unauthorized use of your account. You may never use another's account without permission.
2. As a Registered User, you may submit comments on various IAM blogs or other material (collectively, "User Content") to the Website. IAM reserves the right but does not assume the obligation, to delete, move, condense, or edit such User Content for any reason and without prior notice. IAM also reserves the right to suspend or terminate a Registered User's access for posting User Content.
3. You are solely responsible for your own User Content and the consequences of posting or publishing it. You affirm, represent, and/or warrant that: you own, or have the necessary licenses, rights, consents, and permissions to use and authorize IAM to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to all User Content you submit to enable inclusion and use of such User Content in the manner contemplated by the Website and these Terms of Service.
4. You retain all of your ownership rights in your User Content. However, by submitting User Content to IAM, you hereby grant IAM a worldwide, non-exclusive, royalty-free, sublicenseable, perpetual, and transferable license to use, reproduce, store, distribute, prepare derivative works of and display your User Content (and your username) in any medium in connection with the activities and operations of IAM, its affiliated entities and successors. You also hereby grant each user of the Website a non-exclusive license to access your User Content through the Website and to use, reproduce, and distribute such User Content for such user's personal, non-commercial purposes. You understand and agree that IAM may retain, reproduce, distribute and otherwise use for any purpose copies of User Content that has been removed from the Website. The above licenses granted by you are perpetual and irrevocable.
5. IAM does not endorse, authorize or ratify any User Content, or any opinion, recommendation, or advice expressed therein, and IAM expressly disclaims all liability in connection with User Content. IAM does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and IAM reserves the right but does not assume the obligation, to remove any content from the Website if notified that such content infringes on another's intellectual property rights.

#### **D. Your Use of Content on the Site**

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the Website.

1. The content on the Website (other than your User Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, "IAM Content") is owned by or licensed by IAM. Similarly, the trademarks, service marks and logos contained on the Website are owned or licensed by IAM ("IAM Marks"). Except as otherwise provided in this User Agreement or elsewhere on the website (e.g., in the description of a campaign), the IAM Content and the IAM Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of IAM. IAM reserves all rights not expressly granted in and to the IAM Content and the IAM Marks.
2. The Website is made available for your personal, non-commercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the Website; and you may forward Website materials to others for personal, non-commercial uses that are reasonably related to the Website's purposes.
3. You understand that when using the Website, you will be exposed to IAM Content, User Content, and other third-party content from a variety of sources and that IAM makes no warranty about the accuracy, usefulness, safety, or intellectual property rights of or relating to such IAM Content, User Content, or other third-party content. You further understand and acknowledge that you may be exposed to User Content that may be inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against IAM with respect thereto.
4. The Website may contain links to third party websites that are not owned or controlled by IAM. IAM has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

## **E. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any IAM Content or User Content infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing IAM's Copyright Agent with the following information in writing (*see* 17 U.S.C. § 512(c)(3) for further detail):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit IAM to locate the material;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number, and e-mail address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

IAM's designated Copyright Agent to receive notifications of claimed infringement can be reached at [copyright@goIAM.org](mailto:copyright@goIAM.org). You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support, or other communications with IAM.

#### **F. Warranty Disclaimer**

THIS WEBSITE IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE IAM WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, IAM, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "IAM PARTIES"), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE IAM PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. NOR DO THE IAM PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE IAM PARTIES DO NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE IAM WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

#### **G. Limitation of Liability**

IN NO EVENT SHALL THE IAM PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) UNAUTHORIZED ACCESS TO OR USE

OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE IAM WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT IAM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE IAM PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE IAM PARTIES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF YOUR USE OF AND ACCESS TO THE IAM WEBSITE OR YOUR VIOLATION OF ANY OF THIS USER AGREEMENT. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE THIS USER AGREEMENT AND YOUR USE OF THE IAM WEBSITE.

#### **H. Ability to Accept User Agreement**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this User Agreement, and to abide by and comply with this User Agreement. In any case, you affirm that you are over the age of 13, as the IAM Website is not intended for children under 13.

#### **I. Miscellaneous**

This User Agreement shall be governed by the internal substantive laws of Washington, D.C., without respect to its conflict of laws principles. Any claim or dispute between you and IAM that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Washington, D.C. This User Agreement, together with the Privacy Policy and any other legal notices published by IAM on the Website, shall constitute the entire agreement between you and IAM concerning the Website and supersedes prior agreements, if any, between you and IAM relating to any matter dealt with in the User Agreement. If any provision of this User Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this User Agreement, which shall remain in full force and effect. No waiver of any term of this User Agreement shall be deemed a further or continuing waiver of such term or any other term, and IAM's failure to assert any right or provision under this User Agreement shall not constitute a waiver of such right or provision. This User Agreement and any rights and licenses granted

hereunder, may not be transferred or assigned by you, but may be assigned by IAM without restriction. This User Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of this Agreement.

You and IAM agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

This User Agreement is made effective as of June 1, 2014.

# Privacy Policy

IAM strongly believes in the importance of your privacy. This Privacy Policy describes how IAM treats the personal information we collect through the IAM website (the "Website") and what we do with that information. By using or accessing the Website, you are accepting the practices described in this Privacy Policy. This Privacy Statement applies only to information collected online through the Website and does not describe the ways in which we may collect or use information obtained offline or through any means other than our Website.

## How, When, and Why We Collect Information

- **Activity That Doesn't Require Registration.** You can view content on the Website without registering or providing any personal information. When you enter the Website, we collect information such as your browser and operating system type and IP address to optimize your experience on the Website and to track aggregate Website usage. In addition, we use a "session" cookie to identify you while you are on the Website, if cookies are enabled on your computer. This session cookie terminates once you finish using the Website and close your browser.
- **Mailing list.** You may provide us with your email address if you wish only to join our mailing list.
- **Activity Requiring Registration.** Certain activities on the Website -- for example, posting comments, participating in an advocacy campaigns or surveys -- require you to register. To become a registered user, we ask you to provide your name, zip code and email address. If you decide to register, we use a persistent cookie that stores certain information to make it easier for you to login when you come back to the Website. However, none of your personal information is stored in that cookie. You may also be asked to provide certain additional information to participate in other activities that we may undertake through the Website. For example, if you sign up to receive information by mail, we will ask for your street address. You may update or correct your personal account information and email preferences at any time by visiting your account profile page.
- **Usage Information.** We may record information about your usage of the Website, such as when you use the site, the areas of the site you click on and/or participate in, the tags you search for, and whether or not you subscribe to the RSS feed. If you are logged in, we may associate that information with your account. A persistent cookie may be used to track this information. We may use pixel tags and/or trackable links in HTML-based emails sent to our users to track which emails are opened and/or clicked on by recipients.
- **Comments Posted to Site.** Any personal information or content that you voluntarily disclose online becomes publicly available and can be collected and used by others. Your user name (not your email address) is displayed to other users when you post comments. When posting comments, you should exercise caution not to provide any



personally identifying information or other information that you would not want seen by others. Use of the community functions on the Website is at your own risk.  
Community Guidelines

- **Tell A Friend Information.** If you choose to use our invitation service to tell a friend about our site, we will ask you for information needed to send the invitation, such as your friend's email address. We will automatically send your friend a single email inviting him or her to visit the site.
- **Polls and Surveys.** From time to time, we may conduct polls and surveys. Information collected through our polls, surveys, and questionnaires is used in the aggregate, unless we contact you to request permission to use your individual responses for a particular purpose.
- We do not knowingly collect any information from children under the age of 13.

### **Uses of Personal Information**

- The personal information that IAM collects on the Website helps us, our state and local affiliates and IAM-related organizations to efficiently and effectively represent our members, to pursue our advocacy agenda, and to provide valuable member benefits.
- In order to advance these goals and activities, we may share the personal information that we collect about you with our state and local affiliates and other IAM-related organizations, as well as third parties that perform services on our behalf. Additionally, subject to applicable law, we may share any of the personal information that we collect about you with certain third parties that share our interests.
- We will use your email address to communicate with you about IAM's activities and offerings, unless you opt-out from receiving such messages. We will also use your email address for administrative purposes, such as notifying you of major Website changes, sending messages related to actions you have taken on the site or for customer service purposes. Although we hope you'll find these communications informative and useful, if you don't, you can always unsubscribe by following the simple instructions included in each email.
- When you send email or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.
- We use both your personally identifying information and certain non-personally-identifying information (such as anonymous usage data, IP addresses, browser type, clickstream data, etc.) to improve the quality of your user experience and the design of the Website and to create new features, functionality, and services by storing, tracking, and analyzing user behavior, preferences, trends, and actions.

## **Other Disclosures**

We may be required to disclose user information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. If we receive a subpoena requesting information about you and if you have provided us with your email address, we will attempt to notify you of the subpoena at the email address that you have provided. Additionally, we may share account or other information when we believe it is necessary to comply with the law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Website or using the IAM name, to prevent bodily harm, to enforce our User Agreement, or to protect the rights, property or safety of visitors to our site, our members, the public or IAM. In the unlikely event that IAM (or substantially all of its assets) is merged with another entity, information on our visitors would be among the transferred assets.

## **Information Security and Data Integrity**

IAM takes security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

## **More Information**

Our Website may also permit you to access non-IAM sites. It is important to remember that, if you link to a non-IAM site from our Website that party's privacy policy and its user agreement apply to you. We encourage you to learn about each third party's privacy policy before giving personal information to them.

IAM reserves the right to change this Privacy Policy at any time. We will post any changes to this Privacy Policy on this page, so we encourage you to check this page regularly. Your continued use of this Website following any changes to this Privacy Policy will constitute your acceptance of such changes.

If you have any questions about this Privacy Policy, the Website, or your account, please feel free to contact us.

Effective Date: June 1, 2014

## Community Guidelines

Thank you for registering to comment. Please honor these guidelines:

- Comments should be relevant to the blog post. Your comments will have the greatest impact if they are brief and clear.
- No foul, discriminatory, defamatory, libelous or threatening language.
- No invasion of others' privacy; no racially, ethnically or otherwise objectionable language.
- Do not post material in violation of trademark or copyright laws or other laws.
- No attacks that identify individuals, companies, unions or other organizations.
- No spam, flaming, flooding, advertisements or solicitations.

These comments are for the IAM blog posts only. If guidelines are explicitly not followed, we reserve the right to unpublish your comment(s).

Opinions expressed in these posts are the personal opinions of the original writers and do not reflect the views of the IAM.

We're always glad to hear from you. If you have suggestions, comments or questions, please contact us at [\_\_\_\_\_].

These Community Guidelines are made effective as of June 1, 2014.