

Federal Communications Bar Association Website Terms of Use

Effective Date: November 1, 2007

I. Visitor Code of Conduct

This website is provided by the Federal Communications Bar Association (“FCBA” or “we” or “us” or “our”), a volunteer organization of professionals, including attorneys, engineers, consultants, economists, government officials and law students in the study, development, interpretation and practice of communications and information technology law and policy. Unless otherwise distinguished, reference to FCBA includes the FCBA Foundation. This Terms of Use Agreement (“Agreement” or “Terms”) informs any person that accesses any portion of our website (“Visitor” or “You”) of the terms that govern use of this website. We may update or modify this Agreement from time to time without prior individual notice by posting a revised Agreement on the FCBA website; your continued use of the FCBA website will constitute your acceptance of any such changes.

Your access and use of this website indicates that you have read and understand the Terms and agree to be bound by this Agreement; if you do not desire to be bound by any of these Terms or the Agreement, do not use this website. FCBA retains the right to deny access, in our sole discretion, to any visitor for any reason, including for any violation of this Agreement and to restrict access to portions of our website to current FCBA members or authorized visitors only.

To take advantage of certain features of this website (for example, sections restricted to FCBA members or online registration), we may require that you submit certain Personal Information as defined by FCBA’s Privacy Policy. All information gathered from Visitor by this website will be governed by our Privacy Policy, which is incorporated into this Agreement by reference. In the event of conflict between the terms of this Agreement and the Privacy Policy, the terms of the Privacy Policy will prevail. Please carefully review our Privacy Policy to understand our practices regarding the collection, retention, use, disclosure and destruction of Personal Information.

Visitor is responsible for providing accurate, timely and complete information to us, our agents, affiliates, and third-party providers, in connection with Visitor’s participation and/or use of this website. Your membership and/or participation in our website activities may be canceled without notice if, at any time, we discover that you provide false information or violate any term of this Agreement or our Privacy Policy. FCBA, governing board(s), officers, employees, members, and agents are not liable or responsible for any claims relating to any inaccurate, untimely, false or incomplete information provided to us.

If necessary, and in accordance with applicable law, FCBA will cooperate with local, state and/or federal governmental authorities as required or to protect our website, visitors, affiliates and third party providers or to prevent unauthorized use of the site or violations of law.

The failure of FCBA to exercise or enforce any right or remedy or any provision of this Agreement shall not constitute a waiver of such right, remedy, provision or cause of action.

II. Participation Eligibility

This website is intended for use by attorneys and other communications industry professionals. We will not knowingly collect Personal Information from visitors under thirteen years of age for activities or features on our website. Upon discovery of the participation of a person under thirteen years of age in such activities, their registration or participation will be canceled immediately, and all Personal Information will be deleted from our files.

Visitor may be required to select a password, user name, and/or other security item for certain website features. You are responsible for maintaining the confidentiality of your password and any other registration or security information. You agree to immediately notify us of any unauthorized use of your password or other registration information and further agree to indemnify and hold FCBA, governing board(s), officers, employees, members, affiliates, agents and any third party provider harmless for any improper or illegal use of your password or registration information.

Visitor may request changes, updates or deletion of certain information either by operation of this site or by contacting us via e-mail. If your e-mail address is canceled, becomes inactive or inaccessible for an extended period of time, we may cancel your registration and delete all or part of your profile, to the extent allowed by law and in accordance with our Security Measures noted below.

Any conduct that violates this Agreement, or any additional posted policies, requirements or applicable laws, in any way may result in the suspension or termination of Visitor's registration and access to the site, at FCBA's sole discretion, in addition to any other remedies.

III. Restrictions on Visitor's Use of Website Content

This website contains materials supplied by FCBA and its affiliates and third-party providers, as well as other sources, and is protected by copyrights, trademarks, servicemarks, patents, trade secrets, or other proprietary rights and laws. Material on this site may include inaccuracies or typographical errors. We have the right to make changes and update any material and/or information contained on this site without prior notice.

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Use of the Material for any purpose not expressly permitted in this Agreement is prohibited. As noted above, reproduction, copying, or redistribution for commercial purposes of the Material on this site is strictly prohibited without the express written permission of FCBA. Visitor is also prohibited from framing FCBA's website or linking to any other page except FCBA's homepage without the express written permission of FCBA. For information on requesting such permission, please send a written request to FCBA at 1020 19th Street, NW, Suite 325, Washington, DC 20036; Attn: Executive Director. Decisions to grant, deny, or not respond to, such requests for permission are within the sole discretion of FCBA.

You represent and warrant that you are the owner or otherwise have the right to provide any information or materials (including pre-existing materials) that you post, upload or transmit for use in public or private areas on the website. You are responsible for all content that you post, e-mail, transmit, upload or otherwise make available through our website. You agree not to use this website to make available any content that:

- is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person;
- contains unauthorized advertising or solicits other visitors;
- is intended to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or Materials on this website; or
- that otherwise violates the prohibitions contained in other FCBA policies or violates the rules of professional conduct applicable to a member of the bar making such statement.

Visitor hereby grants FCBA, its affiliates and third-party providers an irrevocable, royalty-free, perpetual, non-exclusive worldwide license to use, copy, display, modify, edit and create derivative works from and distribute any information or materials that visitors post, upload or transmit in areas on our website. FCBA, and governing board(s), officers, employees, members, and agents will not be responsible for the action of Visitor or third parties with respect to any information, material or content posted, uploaded or transmitted via our website. Visitor agrees to indemnify and hold FCBA, governing board(s), officers employees, members, affiliates, agents, and third-party providers harmless from any claim or demand, including reasonable attorney fees, made by any party arising out of information or materials that Visitor posts, uploads, transmits or submits on our website.

If you believe in good faith that Materials we host infringe on your copyright, you (or your agent) may send us a notice, in accordance with the requirements set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"), requesting that we remove or block access to the

infringing Material. If you believe in good faith that someone has wrongfully filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright>. Notices and counter-notices should be sent to:

Executive Director
Federal Communications Bar Association
1020 19th Street, N.W.
Suite 325
Washington, DC 20036-6101
202-293-4000
fcba@FCBA.org

IV. E-Mail

E-mail is an important communication method for our online visitors. The person in whose name the e-mail account is registered should generate all e-mail sent to us. E-mail users shall not mask their identity by using a false name or another person's name or account. We will use your e-mail address and the content of any e-mail for correspondence and visitor response purposes and as permitted by our Privacy Policy.

Any non-personal information you provide to us by e-mail, including, but not limited to, feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, shall be deemed to be non-confidential, and we assume no obligation to protect such non-personal information contained in the e-mail from disclosure. The submission of non-personal information to us shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas or the like by FCBA, its affiliates or third-party providers for any purpose, and FCBA, its affiliates, and third-party providers shall be free to reproduce, use, disclose and distribute such information to others without liability or restriction. Any Personal Information transmitted with an e-mail will be protected in accordance with the policies set forth in our Privacy Policy.

V. Choice of Law and Forum

FCBA.org originates and is located in the United States, and this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, excluding its conflicts of law rules. Any dispute arising out of or relating to this Agreement or your access or use of this website will be subject to the exclusive jurisdiction of the courts located within the District of Columbia, and you hereby submit to the personal jurisdiction of such courts. If any provision in this Agreement is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent of the provision, and the remaining provisions of this Agreement shall remain in full force and effect.

VI. Access to Interactive Areas such as Chat Rooms, Bulletin Boards and Auditoriums

Currently, FCBA does not provide an interactive part to this website such as chat rooms, bulletin boards (also known as message boards), blogs or auditoriums (collectively identified as "Interactive Areas"). We may, however, provide such service in the future. At that time, any submissions by visitors to Interactive Areas will be public and posted in public areas on the website. We will not be responsible for any information or materials posted by visitors in these Interactive Areas. We will post a specific code of conduct if we decide to provide Interactive Areas.

VII. Third-Party Links

Our website may contain links and pointers to other sites and resources on the Internet controlled by third parties. These links are provided solely as a convenience to our visitors and do not constitute an endorsement by, or affiliation with, FCBA, governing board(s), officers, employees, members, affiliates, agents, or third-party providers of any third party resources or content. Any concerns regarding external links or websites should be directed to the respective website administrator or system operator. FCBA reserves the right, in our sole discretion, to terminate links with any third parties or other websites that we deem inappropriate or inconsistent with our website.

FCBA may contract with third parties to maintain certain aspects of its website operations or process electronic payments. Visitor agrees that FCBA, governing board(s), officers, employees, members, or agents shall not be liable for issues or claims arising from the processing of any payment, the security of Personal Information, the use by the third party of Personal Information or the retention by such third party of Personal Information. When making a payment, you will be linked to the third party's website. Before providing any Personal Information (as defined by that third party), we strongly encourage you to read the Terms of Use and Privacy Policy of that third party. If you do not agree with any provision of either the third party's Terms of Use or Privacy Policy, do not submit any information and submit payment by postal mail, telephone or in person. Should you submit electronic payment, you will hold FCBA, governing board(s), officers, employees, members, affiliates, agents, and third-party providers harmless from any claims, damages or costs arising therefrom in accordance with Section VIII.

VIII. Disclaimer of Warranties

THE INFORMATION ON OUR WEBSITE IS PROVIDED "AS IS." FCBA DOES NOT WARRANT, EITHER EXPRESSLY OR BY IMPLICATION, THE ACCURACY OF ANY MATERIALS OR INFORMATION PROVIDED ON THE SITE OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH THE INFORMATION PROVIDED TO VISITORS ON THIS SITE IS OBTAINED OR COMPILED FROM SOURCES WE BELIEVE TO BE RELIABLE, FCBA CANNOT AND DOES NOT GUARANTEE THE ACCURACY, VALIDITY, TIMELINESS, COMPLETENESS OR

RELIABILITY OF ANY INFORMATION OR DATA MADE AVAILABLE TO VISITORS OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. NONE OF THE INTERACTIONS WITH THIS WEBSITE SHALL CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN YOU AND EITHER THE FCBA OR ANY MEMBER OF THE FCBA. NONE OF THE INFORMATION PROVIDED IN THIS WEBSITE SHALL BE DEEMED THE PROVISION OF LEGAL ADVICE, AND YOU SHOULD CONSULT WITH YOUR ATTORNEY TO OBTAIN SUCH ADVICE.

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PLEASE BE ADVISED THAT ONCE YOU LEAVE OUR WEBSITE, YOUR USE OF THE INTERNET WILL BE GOVERNED BY THE TERMS OF USE AGREEMENTS AND PRIVACY POLICIES, IF ANY, OF THE PARTICULAR SITE THAT YOU ARE ACCESSING, INCLUDING THOSE OF OUR AFFILIATES AND THIRD-PARTY PROVIDERS. FCBA, AND GOVERNING BOARD(S), OFFICERS, EMPLOYEES, MEMBERS, AND AGENTS WILL NOT BE RESPONSIBLE OR LIABLE FOR THE CONTENT, ACTIVITIES, OR PRIVACY PRACTICES OF THE OTHER SITES, OR ANY LOSS OR DAMAGE THAT COULD RESULT FROM LEAVING OUR WEBSITE.

IX. Security Measures

Please review our Privacy Policy for information on our security measures and the protection of your Personal Information. While FCBA has procedures to protect Personal Information, no such procedures can prevent all breaches and we cannot guarantee the safety of Personal Information. FCBA, governing board(s), officers, employees, members, and agents, are not responsible for any resulting direct or indirect damages to any visitor for any such security

breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, or any other technical or other malfunction.

Agreement last modified November 1, 2007.

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