

## **Akron Bar Association & Foundation Terms and Conditions**

### **Users Agreement:**

The Akron Bar Association & Foundation's website (the "Site") is comprised of various web pages operated by the Akron Bar Association & Foundation and is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of this Site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

### **Privacy Policy:**

Your use of the Site is subject to the Akron Bar Association & Foundation's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications:**

Visiting the Site or sending emails to the Akron Bar Association & Foundation constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communication that we provide to your electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account:**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that the Akron Bar Association and Foundation is not responsible for third party access to your account that results from theft or misappropriation of your account. The Association and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

The Akron Bar Association & Foundation may collect personally identifiable information from minors under the age of eighteen. We would collect this information only if someone under the age of eighteen attempts to register for an event or purchase a service/product provided by the Akron Bar Association or Foundation. We provide information about our personal data practices for minors on our home page and whenever we might collect personal data from minors on our Site. If you are under the age of eighteen, you must ask your parent or guardian for permission to use this Site. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of the Terms. If you are under eighteen, you may use this Site only with permission of a parent or guardian.

### **Cancellation & Refund Policy:**

The Akron Bar Association & Foundation reserves the right to handle each cancellation or refund on individual basis. Please review the following cancellation and refund policies for the products and services we provide:

❖ CLE

- Please submit cancellations directly to the CLE Department via email, mail or fax. Refunds include a \$30.00 cancellation fee, but if you cancel at least seven business days prior to the day of the Seminar we will waive this fee. Failure to submit a notice of cancellation PRIOR to 12:00 PM the day before forfeits entitlement to a refund. The Akron Bar Association & Foundation reserves the right to change, reschedule or cancel programming if circumstances warrant.

❖ Box Lunches

- The Association is only able to order Box Lunches if we receive a minimum of 4 orders, and if we are unable to place the order we will send notice and issue refunds. To process orders we must receive them by 5:00 PM two business days prior to the event. Members are able to cancel their orders prior to the deadline, but unfortunately after the deadline they are nonrefundable.

❖ Notary

- All Notary transactions are nonrefundable.

❖ Electronic Purchases:

- Electronic products are not refundable. If you are having trouble with an electronic product please contact the Member Service Director.

**Links to Third Party Sites/Third Party Services:**

This Site may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of the Akron Bar Association & Foundation and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Akron Bar Association & Foundation is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Akron Bar Association & Foundation of the site or any association with its operators.

**Use of Communication Services:**

This Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using Communication Service, you will not: defame, abuse, harass, stalk threaten or otherwise violate the legal

rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; uploading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contains viruses, malware, corrupted files, or any similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service that you know, or reasonably should know, cannot be legally distributed in such a manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other materials contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Akron Bar Association & Foundation has no obligation to monitor the Communication Services. However, the Akron Bar Association & Foundation reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Akron Bar Association & Foundation reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Akron Bar Association & Foundation reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Akron Bar Association & Foundation's sole discretion.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhere to such limitations if you upload the materials.

#### **Materials Provided or Posted on Site:**

Materials provided to the Akron Bar Association & Foundation or posted on our Site's webpages does not claim ownership of the materials you provide to us (including feedback and suggestions) or post, upload, input or submit to any Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting the Akron Bar Association & Foundation, our affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submission.

The Akron Bar Association & Foundation will not provide compensation for your Submissions. We are under no obligation to post or use any Submissions and we may remove any Submission at any time at our sole discretion.

In posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as

described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission.

### **Third Party Accounts:**

The Akron Bar Association & Foundation's Site provides users with the ability of linking their account to a third party account. In connecting your account to a third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want us to share your information in this manner, do not use this feature.

### **International Users:**

The Akron Bar Association & Foundation controls, operates and administers this Site from our offices within the United States of America. If you access the Site from a location outside the United State of America, you are responsible for compliance with all local and international laws. You agree that you will not use content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification:**

You agree to indemnify, defend and hold harmless the Akron Bar Associations & Foundation, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulation. The Akron Bar Association & Foundation reserves the rights, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Akron Bar Association & Foundation in asserting any available defenses.

### **Liability Disclaimer:**

The information, software, products and services we include in or make available through this Site may include inaccuracies or typographical errors. The Akron Bar Association & Foundation and/or its suppliers may make improvements and/or changes in the Site at any time.

The Akron Bar Association & Foundation and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. The Akron Bar Association & Foundation and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

In no event shall the Akron Bar Association & Foundation and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages

whatsoever including, without limitation, damages for loss of use, date or profits, arising out of or in any way connected with the use of the Site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Site, or otherwise arising out the of use of the Site. Since some States' jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these Terms, your sole and exclusive remedy is to discontinue using the Site.

#### **Termination & Access Restriction:**

The Akron Bar Association & Foundation reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the law of the State of Ohio and you hereby consent to the exclusive jurisdiction and venue of courts in Ohio in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Akron Bar Association & Foundation as a result of this agreement or use of the Site. The Akron Bar Association & Foundation's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Akron Bar Association & Foundation's right to comply with governmental, court and law enforcement request or requirements relating to your use of the Site or information provided to or gather by the Akron Bar Association & Foundation with respect to sue use. If any section of this agreement is determined to be invalid or unenforceable pursuant to above, then the invalid or unenforceable provisions will by superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

This agreement constitutes the entire agreement between the user and the Akron Bar Association & Foundation with the respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and us with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **Change of Terms:**

The Akron Bar Association & Foundation reserves the right, in our sole discretion, to change the Terms under which we offer this Site. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay informed of our updates.

#### **Contact Information:**

If you have any questions, concerns, or comments about our Terms you may contact C. Allen Nichols, Executive Director of the Akron Bar Association & Foundation, by using the information below:

- ❖ Address: 57 South Broadway Street, Akron, Ohio 44308
- ❖ E-mail: [callen@akronbar.org](mailto:callen@akronbar.org)
- ❖ Phone: (330) 253-5007
- ❖ Fax: (330) 253-2140