AMVETS
Terms & Conditions
Effective October 15, 2017

1. Acceptance of Terms
The following agreement outlines your obligations when using AMVETS website available at http://www.amvets.org, (the “Site”) and all other AMVETS websites, social media outlets, and mobile applications (collectively, the “Services”). You can review a full listing of AMVETS’s Services under “What We Do” drop down of our Site.

The Services are owned and operated by AMVETS (“AMVETS”), and are accessed by you under the terms of use described below (“Terms of Use”).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING THE SERVICES OR ANY CONTENT ON THE SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS THE SERVICES OR USE THE CONTENT OR ANY SERVICES. AMVETS’S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THESE TERMS AND CONDITIONS, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY AMVETS, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

2. Modifications of Terms of Use
AMVETS reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, AMVETS will notify you by posting an announcement on the Site. What constitutes a “material change” will be determined at AMVETS’ sole discretion, in good faith and using common sense and reasonable judgment. You are responsible for reviewing and becoming familiar with any such modifications. Use of the Services by you following such notification constitutes your acceptance of the terms and conditions of the Terms of Use as modified.

3. Description of Service
These Terms of Use are incorporated with our Privacy Policy and apply to your use of AMVETS Services.

AMVETS may offer to provide certain services and content which shall include, but not be limited to, any service AMVETS performs for you, as well as the offering of any content displayed, transmitted or performed on or through the Services (including, but not limited to content, text, user comments, messages, information, data, graphics, news articles, photographs, images, illustrations, software, audio clips and video clips (together, the “Content”). AMVETS may change, suspend or discontinue the Services including any Content for any reason, at any time, including the availability of any service, feature, or Content, with or without notice to you. AMVETS may also impose limits on certain features, services, or Content or restrict your access to parts or all of the Services with or without notice to you.

4. Services Account
In order for you to take advantage of certain Services, we may require you to complete a registration form and create a user account (“Services Account”). Members of AMVETS may be able to access and utilize certain Services not available to others (non-members) via their Services Account. Non-members may be able to access and utilize certain Services only by establishing a Services Account. Non-members may not have access to the same set of Services as members.
If you establish or utilize a Services Account, you are responsible for maintaining the confidentiality of your Services Account and any login information and password that may be established. By establishing a Services Account, you agree to accept responsibility for all activities that occur on or through the Services under and through your Services Account. AMVETS reserves the right, in its sole discretion, to refuse service or terminate your Services Account at any time and for any reason.

When establishing a Services Account, you agree to provide AMVETS with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Services Account. You may not select or use as a screen name a name (i) of another person with the intent to impersonate that person; (ii) subject to any rights of a person other than you without appropriate authorization; (iii) suggests a false association between you and AMVETS, or (iv) that is otherwise offensive, vulgar or obscene. AMVETS reserves the right to refuse registration of, or cancel any screen name in its discretion. You agree that you are solely responsible for maintaining the confidentiality of your password.

5. User Conduct
As a condition of your use of the Services, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by AMVETS. By way of example, and not as a limitation, you agree not to use the Services:

to abuse, harass, threaten, impersonate, or intimidate others;
to post, upload, or otherwise distribute or post links to any content that is unlawful, defamatory, libelous, inaccurate, or that you do not have all necessary rights to transmit, or that AMVETS or a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate as determined by AMVETS in its sole discretion; for or in connection with any illegal purpose, or in violation of any applicable local, state, national, or international law or rule or regulation having the force of law;
to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any Services user;
to create or submit unwanted email (“Spam”) to any other person or any URL;
to submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content; with the exception of accessing RSS feeds, to use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
to take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
to interfere or attempt to interfere with the proper working of the Services or any activities conducted on or through the Services;
to bypass any measures we may use to prevent or restrict access to the Services or any part of the Services, including creating multiple Services Accounts or screen names for an individual Services user;
to interfere with the operation of the Services or any user’s enjoyment of the Services, including without limitation, by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code; (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other users, or conducting your own contests or promotions using the Services; (iii) attempting to collect personal information about users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Services, or violating the regulations, policies, or procedures of such networks, equipment, or servers;
share, sell, or otherwise transfer the access granted to you to the Services, including information regarding your Services Account, login information, or password, or otherwise permit any other person to access the Services using your Services Account, login information, or password.

use the Services, related content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the Services;
violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property or other legal rights;
reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Services, Content, code or program, available to others, in whole or part;
interfere with security features of the Services, including without limitation, by: (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or (ii) reverse engineering or otherwise attempting to extract the source code of the Services or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
perform any fraudulent activity using or in connection with the Services, including impersonating any person or entity, claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information;
attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

6. Privacy Policy
AMVETS's Privacy Policy is available at: http://www.amvets.org/privacy-policy/. The Privacy Policy is incorporated with these Terms of Use by reference.

7. Indemnity
You will indemnify and hold harmless AMVETS, its parents, subsidiaries, affiliates, customers, vendors, officers and employees from any liability, damage or cost (including reasonable attorneys' fees and cost) from any claim or demand made by any third-party due to or arising out of your access to the Services, use of the Services, violation of the Terms of Use, or the infringement by you of any intellectual property or violation of any right of any person or entity by you or any third party using your Services Account, login information, or password.

8. Warranty Disclaimers
You acknowledge that AMVETS has no control over, and no duty to take any action regarding: which users gain access to or use the Services; what effects the content on the Services may have on you; how you may interpret or use the content on the Services; or what actions you may take as a result of having been exposed to the content on the Services. You release AMVETS from all liability for you having acquired or not acquired content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. AMVETS makes no representations concerning any content contained in or accessed through the Services, and AMVETS will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. AMVETS makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. AMVETS cannot guarantee that you will obtain the results you seek or warrant that Services will be error-free. AMVETS makes no representation or warranty of any kind with respect to use of Services or the use or accuracy of the information on the Services. USER ACCESSES THESE SERVICES AT HIS OR HER OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER AMVETS NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THESE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF AMVETS, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. AMVETS IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THESE SERVICES. IN NO EVENT WILL AMVETS OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNORS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL AMVETS OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNORS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SERVICES. IN NO EVENT SHALL AMVETS BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, OR THE SERVICES (WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF REVENUE, OR LOSS OF PROFITS.

9. Limitation of Liability
IN NO EVENT SHALL AMVETS OR ITS SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY (I) WITH RESPECT TO THE SERVICES OR ANY CONTENT FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) $100. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. Email Notification
As part of your use of the Services, you may be asked to elect to receive email notifications from AMVETS and/or its partners. These messages may include event updates and/or promotions. Your election to receive such messages represents your express written consent to receiving email messages from AMVETS related to the Services.
You may opt-out of receiving further notifications in association with the Services by completing the opt-out process provided to you with each email message, or by logging into your Services Account and modifying your settings to no longer receive further messages. By opting out of receiving notifications, you understand that we may not be able to communicate important information to you.

By using the Services, you consent to receive from AMVETS all communications, including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, “Notices”) electronically. AMVETS may provide such Notices by posting them on the Services or by otherwise sending or communicating them to you. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the Services. AMVETS may email you from time to time to inform you about our products and services that we think will interest you, unless you inform us that you opt out from receiving such communications.

11. Content Ownership and Usage Rights

All content, software, copyrights, trademarks, trade dress, and other intellectual properties comprising or included within the Services are owned by AMVETS or its third party licensors (the “Property”). Your use of the Services does not grant you any rights to the use or control of any of the Property, except those rights expressly granted by this Agreement. Any copying, republication, redistribution, or creation of derivative works based upon the Property, including by caching, framing or any similar means, without the prior written consent of AMVETS is strictly prohibited.

AMVETS shall retain all worldwide rights in the intellectual property of the Services, including, but not limited to, trademarks, the “look and feel” of the Services, their color combinations, layout, and all other graphical elements, and the copyright in and to their original content. You should assume that everything you read or see on the Services is copyrighted or otherwise protected and owned by AMVETS, or a third party who licensed the right to use such content to AMVETS. Unless otherwise expressly noted, nothing that you read or see on the Services or other Services content, or any of the source code or HTML code that AMVETS uses to generate the Services may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of AMVETS, except as provided in the Terms of Use without prior written consent or otherwise permitted by relevant law.

AMVETS is not the publisher or speaker of any information on the Services that is provided by third party content providers, and AMVETS is not liable for any claims related to such information. Any mention in the Services of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by AMVETS. AMVETS assumes no responsibility for those products or services.

User Generated Content:
The Services may allow users to submit photographs, videos, text, and other content (“Submissions”), and to share Submissions with others. Please note that by creating, submitting, or posting any Submissions on or within the Services in any form whatsoever, you hereby grant AMVETS, its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees and other such parties as AMVETS may designate from time to time, which may include any or all other users of the Services, a royalty free, perpetual, irrevocable, worldwide, non-exclusive, sub-licensable, transferable license to use, reproduce, copy, modify, merge, distribute, transmit, broadcast, post, publicly display, publicly perform, commercialize, edit, create derivative works from, translate and reformat your Submissions (in whole or in part) in any manner now known or in the future discovered and/or to incorporate it in other works in any form, media, or technology now known or later developed; to publish or withhold your name in connection with your Submissions, at AMVETS's option, and waive any moral rights with respect to any such Submission. You also waive any moral rights you may have in the Submissions in favor of AMVETS, its licensees and sub-licensees, if any. You acknowledge that this license cannot be terminated and the waiver cannot be revoked by you once the Submission is submitted to the Services;
represent and warrant that you own or have secured all legal rights necessary for the submission of any Submissions to be used on the Services by you and others as described in this Agreement;
represent and warrant that any persons identified, depicted, or shown in your Submissions, in whole or part, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Submissions on and through the Services; and represent and warrant that your Submissions do not violate any laws or otherwise infringe any rights of others.

12. Linking and Framing
AMVETS grants you a limited, revocable, and nonexclusive right to create a hyperlink to the homepage of the Services so long as the link does not portray AMVETS or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any of AMVETS' logo or other proprietary graphic or trademark as part of the link without express written permission. “Framing” or “mirroring” the Services or any of their content is prohibited without the prior written consent of AMVETS.

The Services may provide links to other sites or resources. Because AMVETS has no control over such sites and resources, you acknowledge and agree that AMVETS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that AMVETS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

13. DMCA and Notice and Procedure for Making Claims of Copyright Infringement
AMVETS respects the intellectual property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other intellectual property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for users of the services who are infringers.

Notifying AMVETS of Copyright Infringement: To provide AMVETS with notice of an infringement, you must provide a written communication to the attention of “AMVETS: DMCA Notification Department” at amvets@amvets.org that sets forth the information specified by the DMCA (which may be available at: http://www.copyright.gov/title17/92chap5.html#512). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

We must receive the following information from you:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a detailed description of where the material that you claim is infringing is located or found on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Providing AMVETS with Counter-Notification: If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the attention of “AMVETS: DMCA Counter Notification Department” at amvets@amvets.org that sets forth all of the necessary information required by the DMCA (which may be available at: http://www.copyright.gov/title17/92chap5.html#512). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommend seeking advice of an attorney.

14. Trademarks and Trade Names
All trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software code, and copyrighted works associated with the Services are common law and/or registered copyrights, trademarks, and/or trade dress owned by AMVETS or its partners (“AMVETS IP”). AMVETS IP may not be used in connection with any product or service in any manner that is likely to cause confusion or otherwise violate the rights granted to us in AMVETS IP, including use of any AMVETS IP as part of third party trademarks, trade dress, and/or as part of domain names, email addresses, account names or handles, or other digital properties.

15. Security
Users are prohibited from violating or attempting to violate the security of the Services. AMVETS will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.
16. Termination
AMVETS may terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund for any reason we deem appropriate in our sole and absolute discretion if you fail to comply with any term or condition of this Agreement. Upon such termination or suspension, you must immediately cease accessing or using the Services and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

AMVETS may also remove or disable access to any Services content and suspend or ban your Services Account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content), or for no reason at all. To report violations of the Terms of Use, please email: amvets@amvets.org. You are solely responsible for your interactions with other users of the Services. AMVETS reserves the right, but has no obligation, to monitor disputes between you and other users.

You acknowledge that we reserve the right to take action, technical, legal or otherwise, to block, nullify or deny your ability to access the Services. You understand that we may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies otherwise available to us. Continued use of the Services, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of this Agreement and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of this Agreement, which by their nature should survive termination shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

17. Miscellaneous
The Terms of Use constitutes the entire agreement between users of the Services and AMVETS, and regarding the subject matter hereof. If you breach any term of the Terms of Use, AMVETS may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. AMVETS's remedies are cumulative and not exclusive. Failure of AMVETS, to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. Any waiver or modification of the terms herein by AMVETS must be in a writing signed by an authorized officer of AMVETS and expressly referencing the applicable provisions of the Agreement. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Use shall otherwise remain in full force and effect and enforceable. You may not resell, assign, or transfer any of your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to AMVETS. Notwithstanding the foregoing, AMVETS may, at its sole and absolute discretion, assign its rights in and to the Services and its rights under this Agreement to any third party at any time without notice. Users of these Services are responsible for compliance with all applicable regulations and laws. The Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. These Terms of Use and your use of the Services, including the submission of any content to the Services, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between you and AMVETS or its licensors or affiliated parties. Your use of the Service is intended for your enjoyment and benefit and the provision of the Services to you constitutes the sole and sufficient consideration that you are entitled to receive for any content or other contributions you have made to the Services. AMVETS reserves the right at all times to disclose any information as AMVETS deems necessary to satisfy any applicable law, regulation, legal process or governmental request, to edit, refuse to post or to remove any information or materials, in whole or in part, in AMVETS's sole discretion. You represent and warrant that: (i) you are not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a “terrorist supporting” country; and (ii) you are not listed on any United States Government list of prohibited or restricted parties. Any dispute arising out of the Terms of Use or the Privacy Policy shall be governed by the laws of Indiana, notwithstanding any conflicts of law principles. Any action relating to the Terms of Use or the Privacy Policy must be filed and maintained in a court in the state of Indiana, USA, and users consent to exclusive jurisdiction and venue in such courts for such purpose.

18. Contact
All requests, questions, or concerns about these Terms of use should be directed to AMVETS via the following contact information:

Attn: Miles Migliara
AMVETS National Headquarters
4647 Forbes Blvd
Lanham, MD 20706
Phone: (301) 459-9600
Fax: (301) 459-20706
Email: amvets@amvets.org