

CWA Local 3102 Web Site Policies

Use of the CWA Local 3102 Web Site (the "Website"), an online information and communications service provided by the Communications Workers of America Local 3102 ("CWA Local 3102"), is subject to your compliance with all terms and conditions set forth below. **You may not access or use the Website if you disagree with any of the terms and conditions set forth below.**

SPECIAL NOTICE OF LEGAL USAGE

Notice to Non-member craft employees, Salaried Employees, Officials, Staff Members, Contractors, or any other type of any Companies whose employees are represented by CWA Local 3102:

Information from this site is NOT intended for the free use of non-member craft employees, salaried employees, officials, staff members, nor any other agents of any Companies whose employees are represented by CWA Local 3102.

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You further represent that by confronting any member of this local about any copyrighted material appearing in cwalocal3102.org you have willingly entered into the above agreement.

- 1. Copyright.** The entire contents of this Website are copyrighted under the United States copyright laws. The owner of the copyright is CWA Local 3102. You may print and download portions of material from the different areas of the Website solely for your own non-commercial use.
- 2. Use of the Website.** You understand that, except for information, products or services clearly identified as being supplied by CWA Local 3102, CWA Local 3102 does not operate, control or endorse any information, products or services on the Internet in any way. Except for CWA Local 3102 identified information, products or services, all information, products and services offered through the Website or on the Internet generally are offered by third parties that are not affiliated with CWA Local 3102. You also understand that CWA Local 3102 cannot and does not guarantee or warrant that files available for downloading through the Website will be free of

infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND THE INTERNET. CWA Local 3102 DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE WEBSITE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE WEBSITE OR ON THE INTERNET GENERALLY, AND CWA Local 3102 SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE WEBSITE OR ON THE INTERNET GENERALLY. CWA Local 3102 DOES NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED. THE WEBSITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS.

YOU UNDERSTAND FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR RISK. CWA Local 3102 HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

IN NO EVENT WILL CWA Local 3102 BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE WEBSITE OR DOWNLOADED FROM THE WEBSITE, EVEN IF CWA Local 3102 OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE WEBSITE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE WEBSITE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, CWA LOCAL 3102'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

3. **Operating Policies.** You agree to comply with the Operating Policies set forth in Exhibit 1 which are the rules that govern your activity in connection with the Website as they may be amended by CWA Local 3102 from time to time. CWA Local 3102 has the right but not the obligation to remove any communications and materials that CWA Local 3102 believes in its sole discretion violate the Operating Policies.
4. **Indemnification.** You agree to indemnify, defend and hold harmless CWA Local 3102, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the WEBSITE from and against all losses, expenses, damages and costs, including

reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the WEBSITE using your Personal account.

5. **Third Party Rights.** The provisions of paragraphs 2 (Use of the Website), and 4 (Indemnification) are for the benefit of CWA Local 3102 and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Website. Each of these individuals or entities shall have the right to assert and enforce those provisions directly on its own behalf.
6. **Term; Termination.** This Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (Copyright), 2 (Use of the Website), 4 (Indemnification), 5 (Third Party Rights) and 7 (Miscellaneous) shall survive any termination of this Agreement.
7. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia applicable to agreements made and to be performed in Georgia. You agree that any legal action or proceeding between CWA Local 3102 and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Georgia. Any cause of action or claim you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. CWA Local 3102's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CWA Local 3102 may assign its rights and duties under this Agreement to any party at any time without notice to you.

EXHIBIT 1

OPERATING POLICIES

Some of your participation in on-line communications occurs in real time and is not edited, censored, or otherwise controlled by CWA Local 3102. CWA Local 3102 cannot and does not screen content provided by users of the Website. Notwithstanding the foregoing, CWA Local 3102 reserves the right to monitor content on the Website and to remove content which CWA Local 3102, in its sole discretion, determines to be harmful, offensive, or otherwise in violation of these Operating Policies. In order to maintain an informative and valuable service that meets the needs of the users of the Website and avoids the harm that can result from disseminating statements that are false, malicious, violate of the rights of others, or otherwise harmful, it is necessary to establish the following rules to protect against abuse:

- (i) You may not post or transmit any message anonymously or under a false name.
- (ii) You may not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program which is indecent, obscene or pornographic.
- (iii) You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
- (iv) You may not interfere with other users use of the Website.
- (v) You may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.
- (vi) You may not post or transmit any message which is harmful, threatening, abusive or hateful. It is

not CWA Local 3102's intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, CWA Local 3102 reserves the right to take such action as it deems appropriate in cases where the Website is used to disseminate statements which are deeply and widely offensive and/or harmful.

- (vii) You may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users of the Website for goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.
- (viii) You may not post or list articles which are off-topic according to the description of the group or list or send unsolicited mass emailings to more than twenty-five (25) email users through the WebSite or CWA Local 3102 Mail Server, if such unsolicited emailings provoke complaints from the recipients.
- (ix) You may not use the facilities and capabilities of the Website to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others.