**Terms of Service – minimal data collection – copyright**

Welcome to the website for [Organization’s Name]. Please read this User Agreement carefully, including the [ Organization’s Name] Online Privacy Statement. **By using the** [Organization’s Name ]**Site, you agree to follow the rules set forth on these web pages.** From time to time we may revise these Terms including the Online Privacy Statement, so be sure to check these web pages occasionally. If we do make material changes, we will post a notice on our home page that the Terms have been modified and provide a link to the revised Terms. When you continue to use the [Organization’s Name] Site after we post a change, it means you agree to the new rules.

**Online Privacy Statement & Information You Voluntarily Submit to the** [Organization’s Name] **Site**

Please review our Online Privacy Statement, which is part of these Terms and describes how we handle any personally identifying information about [Organization’s Name] Site users, including information you voluntarily submit to the [Organization’s Name] Site. By providing such information, you hereby acknowledge and agree to [Organization’s Name] treatment of such information as described in the Online Privacy Statement.

**Copyright**

Except where otherwise indicated, the [Organization’s Name] owns or licenses the copyright in all the materials on the [Organization’s Name]Site, including text, graphics, logos, button icons, audio clips, video clips, photographs, and software, and those rights are protected by United States and international copyright laws and other intellectual property laws ("[Organization’s Name] Site Content"). To the extent your use of material on the [ Organization’s Name] Site does not constitute "fair use" for which you do not need our permission, the following rules apply to use of the material:

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1. You may not use the materials for any commercial purpose, including any purpose connected with the sale of goods or services;
2. You may not make editorial changes to material you attribute to us; and
3. You may not excerpt, juxtapose, or present attributed material in any way that is misleading as to our original editorial intent, or as to your relationship with us.

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Originally posted by the** [Organization’s Name]**at [complete address of source page].**

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* a complete description of the [Organization’s Name] Content requested, such as the URL of the web page that contains the [Organization’s Name]Content, a description of the sections or paragraphs that will be distributed, and, where applicable, the title and date of the [Organization’s Name] Content;
* a description of the intended audience;
* a description of the manner of distribution;
* to any extent applicable, the length, retail price, and approximate size of first printing or circulation that will include the [Organization’s Name]Content;
* a description of the geographic scope of the distribution and the length of time for which rights are being requested. (Please note that the [Organization’s Name]grants only nonexclusive rights);
* a reply fax number or email address and a phone number.

**Information You Post to the** [Organization’s Name] **Site**

To the extent you voluntarily post material to the [Organization’s Name] Site for display on the [Organization’s Name] Site itself (e.g., postings and comments to [Your Organization’s Name]blogs and forums), you automatically grant to [Your Organization’s Name]an irrevocable, perpetual worldwide license for the [Your Organization’s Name]to display such material on the [Your Organization’s Name]Site, except to the extent we have indicated otherwise on the portion of the [Your Organization’s Name] Site that permits you to post such information (e.g., if a particular blog or forum on the [Your Organization’s Name]Site posts any specific terms of use that applies to that particular blog or forum). Additionally, unless otherwise explicitly agreed upon in writing by you and [Your Organization’s Name], by posting any material to the [Your Organization’s Name] Site for display on the [Your Organization’s Name] Site, you are representing, warranting, and covenanting to the [Your Organization’s Name] that those materials are original to you or you have obtained permissions, releases, rights, or licenses, if any are required (including where use of that material does not constitute "fair use"), that you assume full responsibility for the posting of such material vis-à-vis third parties, including but not limited to making any payments to third parties with respect to displaying such third party material. By posting material for display on a portion of the [Your Organization’s Name] Site that contains specific terms of use applicable to that portion of the [Your Organization’s Name] Site, you agree you have read, understand, agree to, and accept such specific terms of use.

**Trademarks (Including Logos)**

[YOUR ORGANIZATION’S NAME], [Your Organization’s Name] logos, and any other trademarks on the [Your Organization’s Name] Site (collectively "[Your Organization’s Name]Trademarks") are trademarks of the [Your Organization’s Name] in the United States and other countries unless it is explicitly stated on the [Your Organization’s Name] Site where a trademark appears that the trademark is the trademark of a third party (or it is obvious from the context that it is the trademark of a third party; e.g., where we include on the [Your Organization’s Name]Site the name or logo of a coalition partner) ("Third-Party Trademarks"). To the extent your use of [Your Organization’s Name] Trademarks does not constitute "fair use" for which you do not need our permission, the following rules apply to use of the material:

You may not use the [ Organization’s Name]Trademarks for any product or service that does not belong to the [ Organization’s Name], nor in any manner that is likely to cause confusion about whether we are the source, affiliated with, sponsor of, or endorser of any product or service. In addition, you may not use the [ Organization’s Name]Trademarks in any manner that illegally disparages or discredits us.

Your ability to use a Third-Party Trademark that appears on the [Your Organization’s Name]Site is limited to the manner, if any, in which the [Your Organization’s Name]Site explicitly states on the page on which such Third-Party Trademark appears that such use in such manner is authorized by the third-party owner of that Third-Party Trademark (unless your use is permissible under the law [e.g., it is "fair use"] or the owner of such Third-Party Trademark has specifically granted you the right to such use in such manner).

**Frames and Metatags**

You may not frame the content of the [Organization’s Name]Site. You may not use metatags or any other "hidden text" that incorporates [Organization’s Name]Trademarks or our name without our express written consent.

**Links to Other Websites**

The [Organization’s Name]Site contains links to other websites that we think may be of interest to you. We are not responsible for and have no control over these other sites or their content. Remember that when you link to another site, that other site is governed by its own user agreement and privacy statement, which you should be sure to read.

**Disclaimers and Limitation of Liability**

ALTHOUGH WE TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, "TROJAN HORSES," OR OTHER DESTRUCTIVE MATERIALS TO THE [Your Organization’s Name]SITE, WE DO NOT GUARANTEE OR WARRANT THAT THE [Your Organization’s Name]SITE OR MATERIALS THAT MAY BE DOWNLOADED FROM THE [Your Organization’s Name]SITE ARE FREE FROM SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES.

WE ARE NOT LIABLE FOR ANY CLAIM, LOSS, OR INJURY BASED ON ERRORS, OMISSIONS, INTERRUPTIONS. OR OTHER INACCURACIES IN THE [Your Organization’s Name]SITE, NOR FOR ANY CLAIM, LOSS. OR INJURY THAT RESULTS FROM YOUR USE OF THE [Your Organization’s Name]SITE OR YOUR BREACH OF ANY PROVISION OF THIS USER AGREEMENT.

**Termination**

We reserve the right to terminate the [Organization’s Name] Site and this User Agreement at any time without notice for any reason, including, in the case of the User Agreement, for your violation of any of its provisions. The Limitation of Liability and Governing Law Sections of this User Agreement survive any such termination.

**Governing Law**

This User Agreement is governed by the laws of the State of [ ] applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive jurisdiction of the state and federal courts in the State of [ ] and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

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