

FEA-SR Terms of Use

Acceptance of Terms

Welcome to FEA-STATESIDE.ORG (hereinafter referred to as "our site.") The Federal Education Association – Stateside Region (FEA-SR) provides our site to you as a service subject to the following Terms of Use (TOU). Unless explicitly stated otherwise, all features of our site are subject to the TOU. By using our site, you accept the terms below. If you do not accept any of these terms, you are not authorized to use our site. We reserve the right to modify these terms at any time. Your continued use of our site following the posting of any changes to the TOU constitutes your acceptance of the new terms.

Description of Service

Through our site, FEA-SR strives to provide users with a variety of information. We hope you find our sites useful. We reserve the right to modify, suspend, or discontinue our site, or any part of them, at any time, for any reason without prior notice to you. You agree that we shall not be liable for any such modification, suspension, or discontinuance.

Registration Obligations

If you choose to become a registered user of our sites, you agree to provide us with true, accurate, and current registration information and to update your registration information to keep it that way.

Privacy Statement

Your registration information, as well as other personally identifiable information that you provide us about yourself on our sites, is subject to our Privacy Policy, available at <http://fea-stateside.org>.

Password Security

Please keep your user ID and password confidential. You agree to accept sole responsibility for all activities that occur using your password.

User Conduct

As a condition of using our sites, you agree not to use our site, among other things, to:

1. impersonate any person or entity, including but not limited to an official of FEA-SR, or falsely state or otherwise misrepresent your affiliation with a person or entity;
2. forge headers or otherwise manipulate identifiers in order to disguise the origin of any text, software, music, sound, photographs, graphics, video, or other materials (hereinafter referred to as "Content") transmitted through our sites;
3. harm minors in any way;

4. harass, threaten, embarrass or cause distress, unwanted attention, or discomfort to a person or entity;
5. transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable, as solely determined by FEA-SR;
6. transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
7. transmit or otherwise make available any unsolicited advertising, promotional information, bulk e-mail or other solicitation;
8. transmit or otherwise make available any Content containing any "virus," "worm," "trojan horse," or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
9. interfere with or disrupt our sites or servers or networks connected to our sites, or disobey any requirements or policies of networks connected to our sites; or
10. intentionally or unintentionally violate any applicable local, state, national or international law.

You further agree that this list is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether certain conduct violates this User Conduct Section.

User-Submitted Content

By submitting Content to us for inclusion on an electronic mailing list, a message board, or otherwise, you represent and warrant that:

1. you own all the legal rights to the Content that you submit,
2. our publication of the Content will not infringe any patent, trademark, trade secret, copyright, or other proprietary right of any party, and
3. you have complied with the TOU.

You also grant FEA-SR, FEA, NEA, NEA Member Benefits Corporation, NEA Health Information Network, and NEA Foundation for the Improvement of Education:

1. a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, publish, translate, create derivative works from, distribute, and display such Content throughout the world in any medium, and
2. the right to use the name and contact information that you submit in connection with such Content, if we so choose. You agree that you will not be compensated for any Content you submit to our sites unless expressly contracted in writing to do so.

Indemnity

You agree to indemnify and hold harmless FEA-SR, FEA, NEA, NEA Member Benefits Corporation, NEA Health Information Network, and NEA Foundation for the Improvement of

Education, and each entity's respective officers, directors, employees, agents, and partners from and against any claim or demand, including attorneys' fees, made by any third party in connection with:

1. any Content that you transmit or otherwise make available via our sites,
2. your use of our sites,
3. your connection to our sites, or
4. your violation of the TOU.

Termination

You agree that FEA-SR may, in its sole discretion, terminate your use of our site for any reason, including but not limited to a violation of the TOU, without prior notice to you. You also agree that FEA-SR shall not be liable for any termination of access to our sites.

Dealings with Advertisers

To defray the costs associated with providing our sites, FEA-SR may sell advertising space on the service. We do not examine or evaluate the products, services, or offerings of advertisers found on our sites. Accordingly, we do not warrant any products, services, or offerings of, such advertisers. Your correspondence or dealings with such advertisers are solely between you and the advertiser. You agree that FEA-SR shall not be held liable for any loss or damage incurred as a result of any such correspondence or dealings.

Links

The terms in the TOU do not apply to any Web sites that are linked from our sites ("linked-sites"). These linked-sites will have their own policies and practices that may be different from ours. You understand and agree that FEA-SR is not responsible for the operation of any linked-site, and does not endorse nor is responsible for any Content, services, or advertising on linked-sites. You agree that FEA-SR shall not be held liable for any loss or damage incurred as a result of such Content, services, or advertising.

Disclaimer of Warranties

YOU AGREE THAT:

A. YOUR USE OF OUR SITES IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS-IS" OR "AS-AVAILABLE" BASIS. FEA-SR EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

B. FEA-SR MAKES NO WARRANTY THAT:

1. THE CONTENT AVAILABLE VIA OUR SITES IS ACCURATE, RELIABLE, OR CORRECT;

2. OUR SITES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION;
3. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR THE MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SITES WILL MEET YOUR EXPECTATIONS;
4. THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND
5. CONTENT AVAILABLE VIA OUR SITES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, CERTAIN EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

Limitation of Liability

YOU AGREE THAT FEA-SR, FEA, NEA, NEA MEMBER BENEFITS CORPORATION, NEA HEALTH INFORMATION NETWORK, AND NEA FOUNDATION FOR THE IMPROVEMENT OF EDUCATION, AND EACH ENTITY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PARTNERS SHALL NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR INABILITY TO USE, OUR SITES. THIS LIMITATION APPLIES WHETHER FEA-SR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, OR ANY OTHER BASIS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, CERTAIN LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

Intellectual Property

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Copyright Agent

FEA-SR respects the intellectual property of others. If you believe that your work or any other work has been used on our sites in a manner that constitutes copyright infringement, please provide our Copyright Agent with the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

2. a description of the copyrighted work claimed to have been infringed;
3. a description of where the work that you claim is infringing is located on our sites;
4. your address, telephone number, and e-mail address;
5. 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
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

For notice of claims of copyright infringement, contact FEA-SR by emailing bhunter@nea.org.

Entire Agreement

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