

# Terms Of Use

Revised January 14, 2011

Welcome to the Cars of Palestine, Inc. web site. This web site and its various features help to support the operation and activities of your club.

All users are subject to the following terms and conditions of use. By accessing or using this web site, you agree that you have read, understand and agree to be bound by these Terms of Use. We've tried to write this document as plainly as possible but some legalese is unfortunately necessary.

## 1. Use of this Web Site

You agree to use this web site only for lawful purposes related to your membership or possible membership in Cars of Palestine Auto Club or related to your pursuit of the activities and programming supported by Cars of Palestine Auto Club. You agree that you will NOT use it to:

1. Upload or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable according to the community standards of your club or organization.
2. Violate the legal rights of others (including their right to privacy), or violate the laws of any jurisdiction.
3. Impersonate any person or entity, including, but not limited to, Cars of Palestine, Inc. administrator, or misrepresent your affiliation with a person or entity.
4. Upload or otherwise transmit data that you do not have the legal right to upload or transmit, that violates any patent, trademark, trade secret, or copyright, or that contains a virus or deliberately corrupted data. You acknowledge that you have full rights to transmit the data that you upload or post, and you accept full responsibility for its legality, reliability and appropriateness.
5. Collect information about others (including contact information and e-mail addresses) without their consent.
6. Upload, store, maintain, forward or display adult content, including documents and images of a lewd or lascivious nature. This web site and the messages, documents, and images it contains may be viewed by children, so all users share responsibility for ensuring that content is appropriate.
7. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the web, or which, as determined by your club administrators or Cars of Palestine, Inc., may harm Cars of Palestine, Inc. or users of the web site, or expose them to liability.

The administrators of Cars of Palestine, Inc. reserve the right to remove any information or material from the web site, without explanation, which we determine, at our sole discretion, to be incompatible with the above restrictions, including anything that we believe, through our own research or notification by others, may constitute copyright infringement.

However, these actions will be performed on a "best-efforts" basis. The administrators of Cars of Palestine, Inc. can review all material that is posted to the web site, or guarantee that objectionable material is immediately removed. Therefore, Cars of Palestine, Inc. assumes liability for any action or inaction regarding such material uploaded to the web site or indeed, for the content itself.

If you believe that your intellectual property is being violated by something on this web site, please notify Cars of Palestine, Inc. immediately with sufficient documentation to allow us to identify the infringing material and its location, as well as your claim and authority to file this notification, and your contact information.

## **2. Your Account**

If you are a member of Cars of Palestine Auto Club or a registered user of this web site, you will receive a user name and password which are used to log into your account. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur under your account. If you are accessing this web site from a shared computer (such as in a public library), you must be careful to log out of the account and close the browser before leaving the workstation. If you suspect that your account has been compromised in any way, you must notify Cars of Palestine, Inc., immediately. Cars of Palestine, Inc. will not be liable for any loss or damage arising from your failure to comply with the provisions in this section.

## **3. Privacy and Protection of Personal Information**

sCars of Palestine, Inc.'s collection, storage and use of your personal information is described in the Privacy Policy, which is incorporated by reference into this Terms of Use document.

You acknowledge that Cars of Palestine, Inc. may release personal information when required to do so by law, by a court of competent authority, to enforce these Terms of Use, or to protect the employees or officers of Cars of Palestine, Inc., or other users of this web site.

## **4. Club Events**

Some information on this web site regarding events is provided by the event sponsor or organizers. Cars of Palestine, Inc. may not have verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold Cars of Palestine, Inc. and its agents harmless from any liability or injury arising from or related to your participation in such events.

## **5. Credit Card Transactions**

This site supports credit card transactions of various kinds with Pay Pal payment system. You acknowledge that you have carefully reviewed the summary of charges for each transaction before selecting the link or button to finalize the transaction. You further agree that the transaction will appear on your credit card statement as "PayPal" If you do not understand a credit card transaction labeled as "PayPal", contact them immediately. If there has been an error on our part, we will immediately correct the transaction upon proof of the error. You are responsible for keeping record of your transaction number as proof of payment. A service fee will be charged to your account with each transaction payable to PayPal.

## **6. Copyright Restrictions/Use of Content**

The contents of this web site, including documents, web pages and photos, as well as club-specific logos and graphic images, are copyrighted and are protected by US and international laws regarding copyrights and trademarks. You agree that all messages and information that you post to this web site become the property of Cars of Palestine, Inc. and may be used as it sees fit.

The organization of this web site, including its templates, graphic themes, screen organization, forms, interactivity, database structures and middleware programming, is copyrighted by, and a valuable trade secret of, Cars of Palestine, Inc. and is likewise protected by US and international laws regarding copyrights, trademarks and intellectual property rights.

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This web site may provide a facility which allows you to upload photos of club events or activities, and which

allows other members to reproduce these photos for their own enjoyment but not for commercial purposes. When you upload a photo to the site, you agree to allow such non-commercial reproduction. When you download a photo from this site you agree that you will not use it for commercial purposes without first obtaining permission from the uploader.

## **7. Trademarks**

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CARS OF PALESTINE, INC. DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM THIS SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR THAT YOUR ACCESS TO THIS SITE AND ITS SERVERS WILL BE RELIABLE, ERROR-FREE, OR UNINTERRUPTED.

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **9. Disputes**

With the possible exception of a violation or threatened violation of Cars of Palestine, Inc.'s intellectual property rights, any dispute related to your use of this web site or to products or services purchased or obtained through this web site, shall be submitted to arbitration in Texas in accordance with the prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. At Cars of Palestine, Inc.'s sole discretion, intellectual property disputes may be handled through the appropriate state or federal court in the state of Texas, and you consent to exclusive jurisdiction and venue in such courts.

## **10. Indemnification**

You agree to indemnify and hold harmless Cars of Palestine, Inc. and their respective officers, directors, agents, affiliates, third party information providers, licensors and others involved in the web site or delivery of products or services through the web site, from and against any and all liabilities, expenses, damages and costs, including reasonable attorney's fees, arising from any violation by you of these Terms of Use or your use of this web site, or of any products, services or information obtained from this web site.

## **11. Comments and Submissions**

Cars of Palestine, Inc. welcome your ideas for improving this web site or for adding new features that would benefit club members and visitors. However, please understand that we may already be working on similar features or talking to other vendors who offer this capability.

Any comments, ideas, suggestions, or feedback that you submit to Cars of Palestine, Inc., through the web site cannot be treated as confidential or proprietary and can be used or disclosed by either organization as it sees fit

## **12. Third Party Links**

This web site may contain links to other web sites not controlled or managed by Cars of Palestine, Inc. Cars of Palestine, Inc., is not responsible for the quality, accuracy or content of the information, products, services or policies of these sites. Your use of such web sites is at your own risk and subject to the terms and conditions of use for such web sites. A reference or link from this web site to any products, services, events or information by trademark, trade name or manufacturer does not constitute or imply an endorsement, sponsorship or recommendation and cannot be referenced as such without the written permission of Cars of Palestine, Inc.

## **13. Termination**

If you are a member of the club, Cars of Palestine, Inc. reserves the right to close your account if you do not renew your membership when it is due to expire, in accordance with club policies and in renewal notices sent by email or regular mail.

The administrators of Cars of Palestine, Inc. also reserve the right to terminate access to this web site and refuse service to users who violate these Terms of Use or who we reasonably believe are not intending to use the platform for its intended purpose, and to pursue legal remedies against persistent or serious offenders.

## **14. Miscellaneous Provisions**

The use and operation of this web site shall be governed by the laws of the State of Texas without regard to conflict of law provisions. If you sign up for membership, register for events or purchase products and services through this web site from another country, you do so in accordance with US law and with the transaction denominated in US Dollars.

If a court should hold any provision of this Agreement invalid or unenforceable, such provision shall be modified to the minimal extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions shall remain in full force and effect.

Cars of Palestine, Inc. may modify these Terms of Use at any time without notice by posting this amended and dated document to the web site. You should check back periodically to see if anything has changed. Your continued use of the web site indicates your acceptance of the revised terms of use.

If you have any questions, comments, or concerns about this Terms Of Use Statement please contact us in writing at:

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