



WEB SITE TERMS AND CONDITIONS OF USE

1. Introduction

THE SITE AND RELATED CONTENT AND SERVICES ARE PROVIDED SUBJECT TO THESE TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THE SITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PROMPTLY EXIT THE SITE.

IMPORTANT NOTICE TO YOU

These Terms and Conditions of Use and the Privacy Policy [http://nationalleagueofyoungmen.org/c_aboutnlym.aspx] (collectively, the “**Terms and Conditions**”), govern your use of the <http://www.nationalleagueofyoungmen.org> web site, including without limitation use of all content, data, images, information and other materials posted on or available through the web site (collectively, the “**Site**”). By using the Site, you agree that you have reviewed and understood these Terms and Conditions of Use and the Privacy Policy to your full satisfaction, that you accept and are subject to the Terms and Conditions of Use and the Privacy Policy, and that **National League of Young Men, Inc. (“NLYM”)** is permitted to use the information it collects through the Site as set forth below or in the Privacy Policy. If you are not in agreement with the Terms and Conditions, you must immediately leave and no longer use the Site. To the extent that there is any conflict between a provision of the Terms and Conditions of Use and a provision in this Privacy Policy, the provision in the Terms and Conditions of Use shall prevail. If you breach any of these Terms and Conditions, your authorization to use the Site shall automatically terminate.

These Terms and Conditions are in addition to any other agreement you may have with NLYM, including any agreement governing purchase or use of NLYM’s products or services by you or your organization.

2. Ownership

The Site is owned and operated by NLYM. Except for Third Party Content (defined below) all content, data, information and other materials on or directly accessible from the Site, is owned by NLYM, its affiliates, licensors and/or vendors. The Site and all content is protected by United States and international copyright and trademark laws. Any rights not expressly granted by these Terms and Conditions or any applicable end user license agreements are reserved by NLYM and/or its vendors and licensors.

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3. Third Party Content

The Site may display, include, make available, or otherwise link to content, data, information, applications, web sites, or other materials generated or provided by third parties ("**Third Party Content**"). You understand that Third Party Content may include content that may be deemed offensive, indecent, or objectionable, or that may be inaccurate, unresponsive, unreliable, or even untruthful. By using the Site, you acknowledge and agree that NLYM shall not be responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of Third Party Content. NLYM does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third Party Content. Third Party Content is provided "AS IS" and solely as a convenience to you, with no warranties of any kind.

You agree that NLYM shall not be liable or otherwise responsible for any content or information you post in a web-forum, in a chat room, or through other interactive or "social networking" portions of the Site (your "**Personal Content**") and that such Personal Content may be immediately displayed on the Site and treated as Third Party Content. The generation and distribution of Personal Content is at your own risk. You hereby grant to NLYM a non-exclusive, transferable, worldwide, royalty free, sublicensable, right and license to store, copy, distribute, transmit, publicly perform, display, create derivative works of, and otherwise use the Personal Content for purposes of providing the Site to third parties, including the right to transmit the Personal Content to other users of the Site.

4. No Framing

You may not frame or utilize framing techniques to use, surround or enclose any of NLYM's names, trademarks, service marks, logos, or other proprietary information (including images, text, page layout, or form) of NLYM and/or its affiliates without NLYM's express written consent.

5. Jurisdiction

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6. Trademarks

"NATIONAL LEAGUE OF YOUNG MEN", "NLYM" the NLYM logo, and "NATIONALLEAGUEOFYOUNGMEN.ORG" and related designs are trademark(s) and service mark(s) owned by NLYM. NLYM's trademarks and service marks may not be used in connection with any product or service that is not from NLYM, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits NLYM.

7. NLYM's Use of Your Data and Communications

Except as expressly provided in NLYM's Privacy Policy, you acknowledge that any Personal Content, communications, material, information, or data of any kind that you e-mail, post, or transmit to or through the Site, including, questions, comments, suggestions and other information (your "**Communications**") will be treated as non-confidential and non-proprietary by NLYM. You hereby represent and warrant that you have the right to provide to NLYM all Communications you submit to NLYM through the Site. By using the Site, you authorize and hereby grant NLYM a non-exclusive, transferable, sublicensable, fully-paid, royalty-free, perpetual, world-wide, irrevocable license to reproduce, create derivative works of, transmit, display, disclose, sell, and otherwise use your Communications for reasonable business purposes, except as expressly prohibited by NLYM's Privacy Policy.

YOU ACKNOWLEDGE THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND NLYM DOES NOT AND CANNOT GUARANTEE THAT YOUR INFORMATION OR COMMUNICATIONS CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. YOU ACKNOWLEDGE AND AGREE THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE SITE, YOUR INFORMATION OR COMMUNICATIONS, AND/OR NLYM'S NETWORKS. NLYM SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES OR FOR YOUR INABILITY TO ACCESS OR USE THE SITE. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR INFORMATION AND SYSTEMS.

9. Hyperlinking to the Site

Except as specifically provided in these Terms and Conditions, you may not create hyperlinks to the Site. You may provide hyperlinks to the Site on a non-commercial, not-for-profit website, freely accessible by the public at no charge, provided that "deep links" (e.g., hyperlinks other than to NLYM's homepage currently located at <http://www.nationalleagueofyoungmen.org>) must be in accordance with any additional terms, conditions and/or technical instructions that NLYM may post on the Site from time-to-time. If you desire to link to the Site in any other manner, you must obtain NLYM's written permission pursuant to a Hyperlink Agreement. You shall not link to the Site in any manner which states or implies any affiliation between you or your organization and NLYM, or any sponsorship, approval or recommendation of you or your organization by NLYM. Any permitted link to the Site must clearly identify NLYM as the owner of the Site. NLYM reserves the right to redirect any links to the Site to any page it chooses.

10. Acceptable Use

As a condition of your use of the Site, you warrant to NLYM that you will not (i) use the Site for any purpose that is unlawful, (ii) use the Site for any commercial purpose, (iii) modify, rent, lease, loan, sell, or distribute the Site in any manner, (iv) use or exploit the Site in an abusive, improper, or illegal manner as determined solely by NLYM, including but not limited to, by trespass, burdening network capacity, or using the Site to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party or to transmit illegal, pornographic, libelous, profane or otherwise offensive messages or content, (v) create derivative works based on the Site or reverse engineer, deconstruct, disassemble or decompile any software or technology underlying the Site or provided through the Site.

11. Use of Robots

NLYM does not permit the use of robots, spiders, crawlers or the like in connection with the Site without NLYM's prior written permission. This restriction does not apply to the use of these mechanisms to index content of the Site for use in connection with search engines and other online directories.

12. External Hyperlinks from the Site

The Site may contain hyperlinks to third party websites. External hyperlinks to or from the Site do not constitute any endorsement or recommendation by NLYM of any third party or its website, products, resources or other information. An external hyperlink to a site does not imply that NLYM is affiliated with or sponsors the third party's website. NLYM is not responsible for any software, data or other information available from any third party website. You are solely responsible for complying with all terms and conditions of use for the third party sites. You acknowledge that NLYM shall have no liability for any damage or loss arising from your access to, use of or reliance on any third party site, software, data, or other information.

13. Accuracy and Integrity of Information

Although NLYM attempts to ensure the integrity and accuracy of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible the Site may include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform NLYM so that it can be corrected. Information contained on the Site, including these Terms and Conditions and the Privacy Policy, may be changed or updated without notice.

14. No Warranty

THE SITE AND ALL INFORMATION AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS," WITH ALL FAULTS, AND "AS AVAILABLE". NLYM DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE RESULTS OF ANY QUERY WILL BE COMPLETE OR ACCURATE. NLYM DOES NOT WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, NLYM DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY DATA, DESCRIPTION, IDENTIFICATION OR OTHER INFORMATION DISPLAYED, DISTRIBUTED, HYPERLINKED OR OTHERWISE REFERRED TO THROUGH THE SITE. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NLYM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TITLE, NON-INFRINGEMENT, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability

NEITHER NLYM NOR ITS AFFILIATES, NOR THEIR LICENSORS OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING FROM YOUR USE OF (OR INABILITY TO USE) THE SITE OR THE INFORMATION CONTAINED THEREIN, HOWEVER ARISING, EVEN IF NLYM OR ITS AFFILIATES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION DOES NOT APPLY TO THE EXTENT IT IS PROHIBITED BY LAW.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR OTHER SITE-RELATED CONTENT, INFORMATION, SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR SUCH CONTENT, INFORMATION, SERVICES, OR SERVICES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. 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.

16. Indemnification

You agree to indemnify and defend NLYM and its affiliates, and their participants, members, volunteers, staff, employees, suppliers, directors, and agents from any claims, actions, losses, liabilities, damages, costs, and expenses (including attorneys fees and costs) directly or indirectly arising from your (a) use of the Site, (b) violation of any third party right, or (c) breach of any of these Terms and Conditions. You agree to cooperate as fully as reasonably required in the defense of any claim. NLYM reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification under this section and, in any event, you agree not to settle any such matter without the prior written consent of NLYM.

17. Procedure for Making Claims of Copyright Infringement

NLYM respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide NLYM the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site;

4. Your address, telephone number, and email 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;
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.

18. Changes to these Terms and Conditions

NLYM reserves the right to make changes to these Terms and Conditions, including the Privacy Policy, at any time. Please check these Terms and Conditions and the Privacy Policy when you use the Site to ensure that you are aware of any changes. The Terms and Conditions and Privacy Policy will indicate the date they were last updated. Your continued use of the Site, including use after the posting of any changes to these terms, will be deemed acceptance by you of the then-current Terms and Conditions and Privacy Policy.

19. General

Except as provided below, the Terms and Conditions constitute the entire agreement between NLYM and you pertaining to the subject matter hereof. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms located on particular pages within the Site. The parties agree that any and all disputes, claims or controversies arising out of or relating to these Terms and Conditions that are not resolved by mutual agreement shall be governed by California law, without giving effect to principles of conflicts of laws provisions thereof, and submitted to final and binding arbitration before JAMS, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. The arbitration shall take place in San Francisco, California unless the parties otherwise agree in writing. Within fourteen (14) days thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator, and mailed to each of the parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement; provided, however, nothing shall prohibit the parties from seeking injunctive relief and/or other equitable remedies in a court of competent jurisdiction. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

If you have any questions concerning these Terms and Conditions, or you desire to contact NLYM for any reason, please write:

nlym.info@gmail.com