

## California Scottish Rite Foundation Terms of Use

These Terms of Use are effective September 1, 2017.

You may use the Website of the California Scottish Rite Foundation (“**CSRF**”) if you accept all of the terms, conditions, and notices of these Terms of Use, our posted Privacy Policy (which is incorporated by reference into these Terms of Use) and other terms, policies and procedures which may be posted on our Website. Your use of the Website constitutes your agreement to all such terms, conditions, notices and policies.

***If you do not agree with the terms of these Terms of Use, you may not use the Website. Please discontinue your use immediately.***

Capitalized terms are defined in the Privacy Policy if a definition is not stated in these Terms of Use.

### 1. Content and Intellectual Property Rights.

A. Copyright: All Content on this Website are copyright protected by United States law and international treaties and are owned by CSRF or its licensors. “**Content**” includes the entire content accessible through the Website, including: wallpaper; icons; characters; artwork; graphics; music information; materials; images; text; and, software and code and all updates, modifications and derivatives. CSRF also claims copyright in the look and feel attributes of this Website, as well as the selection, coordination, and arrangement of the Content.

B. Trademarks and Service Marks: All trademarks and service marks (collectively, “**Marks**”) used on this Website are owned by CSRF or its licensors. These Marks may not be used or reproduced in whole or in part in any way without the express permission of CSRF.

C. Other Intellectual Property Rights: This Website and its Content may have additional protection in the form of patent and trade secret law. CSRF reserve all rights and will protect its intellectual property to the fullest extent of the law.

D. You have no right to copy Content from this Website, including downloading or printing or to distribute the Content in any way, including transmitting it in electronic form, etc. except with our written permission.

### 2. Using Our Website.

A. You are invited to read the Content on our Website for free, for your non-commercial, personal information and educational use subject to these Terms of Use and, as applicable, our Privacy Policy posted on our Website. You will not use the Content or the Website to advertise or promote yourself, your products or services or in a commercial manner.

B. You agree not to interrupt, or attempt to interrupt, the operation of the Website or in any way violate, breach or compromise the security of our Website, networks or systems or otherwise use the Website or Content other than as expressly permitted by these Terms of Use and in accordance with and subject to all applicable laws and regulations. You promise to comply with all applicable laws, regulations and directives, including but not limited to those governing privacy and US and foreign export and import. For example, and not as a limitation, you agree that, when visiting or using our Website, you will: (i) not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity of others); (ii) not post any abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-oriented, pornographic, misleading, fraudulent, otherwise objectionable material of any kind or any other material that may violate any applicable laws or violate or infringe any third party rights or violate any confidentiality obligations; (iii) not use any Website for illegal purposes; (iv) not

advertise or offer to sell or buy any goods or services for any business purpose unless such Website specifically allows such messages; (v) not conduct or forward surveys, contest, pyramid schemes or chain letters; (vi) not harvest or otherwise collect information about others, including e-mail addresses, without their consent; (vii) comply with all requirements, procedures, policies of the Website and all applicable laws and regulations including U.S. export control laws, policies, procedures, laws, regulations and directives governing privacy and the Terms of Use posted on the Websites; (viii) not take any action that imposes, or may impose, in the sole discretion of the CSRF, an unreasonable or disproportionately large load on the infrastructure or otherwise be disruptive including but not limited to “flooding” any group with posts; (ix) not to upload, post, use or otherwise make available any content that contains software viruses or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment; or (x) not use information or data on the Website for commercial purposes or purposes other than CSRF-related business.

### **3. Password and User Name.**

Access to some content accessible from this Website may be password controlled. By using the protected portions of this Website which are password protected, you are certifying that you are authorized to access and use the Website and agree to be bound by these Terms of Use (and any additional terms required for access to password controlled content) and that the user name and password are unique to you. You are solely responsible for maintaining the confidentiality of your user name and password. You are advised that you could be held liable for losses incurred by CSRF as a result of the misuse of your user name, password or account.

### **4. Use of Communication Services.**

A. The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Services**”). You agree to use the Communication Services at your own risk and that you are solely responsible for the contents of your private and public communications, whether uploaded, posted, emailed or otherwise transmitted. You agree only to post, send and receive messages and material that are proper and related to the particular Communication Service and otherwise in compliance with these Terms of Use and any other applicable terms of use.

B. CSRF has no obligation to monitor the Communication Services. However, CSRF reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. CSRF reserves the right to terminate your access to any or all of the Communication Services or Website at any time without notice for any reason whatsoever.

C. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. CSRF does not control or endorse the content, messages or information found in any Communication Service and, therefore, CSRF specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Users are not authorized CSRF spokespersons, and their views do not necessarily reflect those of the CSRF.

D. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

## 5. Material Provided to CSRF

A. CSRF does not claim ownership of the materials you provide to the CSRF (including feedback and suggestions) or post, upload, input or submit to any Website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting CSRF, its affiliates, employees, contractors, leadership, members, service providers, advisors, accountants, auditors, other professional advisors and temporary employees and clients, permission to use your Submission in connection with CSRF's legitimate interests including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. CSRF is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in CSRF's sole discretion.

B. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## 6. Links to Third Party Sites.

The Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of CSRF and CSRF is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CSRF is not responsible for webcasting or any other form of transmission received from any Linked Site. CSRF is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CSRF of the site or any association with its operators.

## 7. Digital Millennium Copyright Act

A. If you are a copyright owner or an agent of a copyright owner, and you believe that any Content on our Website infringes your copyright(s), then you may submit a notification pursuant to the Digital Millennium Copyright Act of 1998 (the "**DMCA**") by providing our Designated Copyright Agent with the following information in writing ("**Notice**").

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered disabled, and information reasonably sufficient to permit SCRF to locate the material.
- information reasonably sufficient to permit CSRF to contact the Complainant, such as an address, telephone number, and, if available, an electronic mail address at which the Complainant may be contacted.
- a statement that the Complainant has a good faith belief that use of the material in the manner complained of is not authorized by the Complainant, its agent, or the law.
- a statement that the information in the notification is accurate, and under penalty of perjury, that the Complainant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

"**Infringement**" means the unauthorized or not permitted use of copyrighted material or other intellectual property rights.

B. The above information must be including in the Notice and submitted to our Designated Copyright Agent by mail and email to the following addresses:

California Scottish Rite Foundation  
Attention: Ray Godeke, DMCA Agent  
2100 N. Broadway, Suite 350  
Santa Ana, CA 92706  
Telephone: (714) 547-7325  
Email: rgodeke@casrf.org

c. When we receive a Notice, we will remove the identified material promptly. We will promptly take reasonable steps to inform the user who posted the allegedly infringing material (the "**alleged infringer**") of the Notice and subsequent removal. The alleged infringer may then provide us with a counter-notice ("**Counter-Notice**") that the initial infringement notice was erroneous. Such Counter-Notice must be in writing and must include:

- A physical or electronic signature of the alleged infringer;
- Identification of the material removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the alleged infringer has a good-faith belief that the material was removed or access to it disabled as a result of error;
- The alleged infringer's name, address, and telephone number; and,
- A statement of consent to jurisdiction in federal district court and that the alleged infringer consents to service of process from the complaining party or its agent.

d. Upon receipt of a Counter-Notice, we will notify you of the Counter-Notice and restore the material within 10 to 14 business days of receipt of the Counter-Notice unless you inform us that you have filed an action seeking a court order to restrain the allegedly infringing party from engaging in infringing activity relating to the material on our Site.

e. Please note that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid and any removal requests may not be acted upon. **Please also note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.**

#### **8. Indemnification.**

You agree to defend, indemnify and hold CSRF, its officers, employees, agents, service provider, contractors, members and clients harmless against any losses, expenses, costs or damages (including its reasonable attorneys' fees, expert fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to your negligence, breach of these Terms of Use or violation of any applicable law.

#### **9. Disclaimer and Limitation of Liability.**

**A YOU ACKNOWLEDGE AND AGREE THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE REGARDING THE INFORMATION, PROGRAMS, PRODUCTS OR SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE OR CSRF OR THAT SUCH INFORMATION, PROGRAMS, PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, PROGRAMS, PRODUCTS OR SERVICES ARE PROVIDED ON AN "AS-IS" BASIS. ADDITIONALLY, CSRF, ITS THIRD PARTY LICENSORS, SERVICE PROVIDERS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, MEMBERS AND CLIENTS ("PERSONNEL") DO NOT WARRANT THAT THE WEBSITE, CONTENT ARE ACCURATE, RELIABLE, CURRENT OR ERROR FREE, THAT ERRORS WILL BE CORRECTED OR THAT THE WEBSITE WILL BE UNINTERRUPTED OR SECURE, FREE OF VIRUSES OR**

## **OTHER HARMFUL COMPONENTS. T**

b. You agree to use the Website at your own risk and that you are solely responsible for the contents of your private and public communications, whether uploaded, posted, emailed or otherwise transmitted. **IN NO EVENT WILL CSRF BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, DAMAGE TO SOFTWARE OR HARDWARE, LOST PROFITS OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE WEBSITE EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.**

### **10. Disclosure.**

CSRF reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CSRF's sole discretion.

### **11. Termination and Access Restriction.**

CSRF reserves the right, in its sole discretion, to suspend or terminate your access to the Website and any Services, in whole or in part, at any time, without notice, demand or liability.

CSRF reserve the right to suspend terminate the operation of the Website and any or to change its contents at any time, for any reason and without notice.

### **12. Based in the United States. English Language.**

A. We are a corporation organized under the laws of the State of California and our business sites are located throughout California. The servers that host this website are located in the United States, and any Personal Information you provide to us will be processed by CSRF in the United States. You may transfer data to the United States by using our Website. If you are visiting from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your information to the United States and processing globally. By providing your information you consent to any transfer and processing in accordance with this Policy.

b. The English version of this Privacy Policy governs. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

### **13. General.**

To the maximum extent permitted by law, these Terms of Use and the Privacy Policy are governed by the laws of the State of California, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Orange County, California, U.S.A. in all disputes arising out of or relating to the use of the Website. The prevailing party in any claim or cause of action arising from or relating to these Terms of Use is entitled to recover its reasonable attorneys' fees and costs. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CSRF as a result of this agreement or use of the Website. CSRF's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CSRF's right to comply with governmental, court and law enforcement requests or requirements relating to your

use of the Website or information provided to or gathered by CSRF with respect to such use. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. The headings contained in these Terms of Use are for reference purposes only and shall not modify or affect these Terms of Use in any manner whatsoever. Unless otherwise specified herein, these Terms of Use and the Privacy Policy constitute the entire agreement between the user and CSRF with respect to the Website superseding all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CSRF with respect to the Website.

**14. Changes to Our Terms of Use.**

A. If we make a material change to our Terms of Use, we will post a notice of those changes on our Website and use commercially reasonable efforts to notify you by email prior to the change becoming effective. You are bound by changes to the Terms of Use when you use the Website after those changes have been posted. We encourage you to periodically review our Website for the latest information on our privacy practices, our Terms of Use and all other terms and conditions governing use of our Website and Services.

**Contact Us**

If you have any questions about these Terms of Use, our Privacy Policy, the practices of this Website, or your dealings with this Website, including any bugs or actual or potential threats to the security of our Website and protection of your Personal Information, please contact us at: **privacyofficer@casrf.org or securityofficer@casrf.org or 2100 N. Broadway Santa Ana, CA 92706. Phone: (714) 547-7325.**