Intellectual Property

This Site, including but not limited to web site content, text, photographs, video, audio and graphics ('Content'), are the exclusive property of BSMA, which maintains the Site through its agent, the National Executive Board of BSMA ('NEB').' In addition, the Site contains certain trademarks or other designations ('Trademarks') that are owned by BSMA and licensed by its agent the NEB to its Departments and Chapters.' All rights in such Intellectual Property are expressly reserved and no such Content or Trademarks may be used, reproduced, and/or distributed without the express permission from the respective owners.' It should be noted that under the U.S. Code, there are criminal penalties for unauthorized use of BSMA Intellectual Property, including the Contents and Trademarks.

Use of Site

As a condition of your use of or continued access to this Site, you specifically agree not to alter the presentation of, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information or other materials contained in this Site without the express written consent of the NEB, acting as agent for BSMA, and/or the owner of third party copyrighted works at issue.' BSMA may, at anytime, terminate your access to or use of the Site for any reason whatsoever.'

BSMA's copyright protection extends from original BSMA material to all posts in the chat rooms.' The right to download and store or output the materials found on the Site is granted for viewing use only and extend only to a single copy of the relevant material.' Materials may not be further reproduced or circulated in any form, including email.' Any reproduction or editing by any means mechanical or electronic without the explicit written permission of the NEB as agent for BSMA is expressly prohibited.

BSMA reserves the right to republish any material contributed by our readers.' By posting a message, a subscriber expressly grants the right to BMSA to republish or sell the message as part of any edited compilation.' Material that is copyright protected may not be submitted without

permission from the copyright owner.' You are responsible for the material you post or otherwise submit on the Site.' Author(s) may be held legally responsible for copyright infringement, defamation or invasion of privacy, as well as any damages arising out of actions resulting from materials submitted by you and posted by BSMA. You are responsible for ensuring that your message or posting does not violate any extant copyrights.' If you believe that your copyrighted material has been posted to BSMA without permission, please contact a dmin@bluestarmothers.org
in order to obtain information regarding its removal.

Privacy Policy

This Site is operated in accordance with BSMA's Privacy Policy . [link].' By using this Site, you are representing that you have read that
Privacy Policy
[link] and that it is acceptable to you.

BSMA's Use of Submitted Materials

By submitting any information, data, comments, or other materials ('Submission') to BSMA and/or this Site by any means whatsoever, you automatically grant (or warrant that the owner of the Submission has expressly granted) to BSMA a perpetual, worldwide, royalty-free, irrevocable, nonexclusive right and license, with the right to sublicense, to use, reproduce, modify, adapt, publish, broadcast, translate, edit, create derivative works from, and distribute such materials or incorporate such materials into any form, medium, or technology (now known or hereafter developed or devised).' BSMA shall authorized to delete, modify, remove, or otherwise, dispose of any Submission which, in BSMA's sole discretion, is inappropriate for the Site.' In addition, you warrant that all 'moral rights' and other rights recognized throughout the world in those materials have been waived.' Furthermore, by submitting any information or materials to BSMA, you represent, warrant and covenant that:

- Neither BSMA, its licensor, or its licensees Departments, or and Chapters shall be required to make any payments to you or any third parties with respect to material that you submit to this Site under these Terms and Conditions;

- You have full right and power to enter into and perform under these Terms and Conditions and have secured all third-party consents, licenses, and permissions necessary to enter into and perform under these Terms and Conditions, and accordingly none of the information or other materials that you submit to BSMA or bluestarmothers.org use copyrighted works without permission;

- The information or material that you submit will not infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary right, rights of publicity or privacy, or moral rights; and

- The information or material that you submit does not and will not violate any law, statute, ordinance or regulation.

We may require you to execute or have executed one or more written authorizations, releases or other documents that we may specify as a precondition for BSMA to use your information or other materials.

Links to Other Web Sites

This Site may contain links to web sites maintained by third parties.' Such linked sites are not under its control, and BSMA makes no warranties or representations of any kind with respect to such third party sites and we are not responsible for the content available on any other web sites linked to this Site or their privacy practices.' We provide such third party links solely for your convenience and do not constitute any endorsement by us.

Legal Policies and Notices

You agree to indemnify, defend and hold harmless, BSMA, its affiliates, and their respective officers, directors, employees, agents, licensors, representatives, and third party providers to the Site from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms and Conditions by you or your use of this Site.' BSMA reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with BSMA in asserting any available defenses.'

BSMA also disclaims any and all warranties and representations with respect to the Site:'

YOUR USE OF THE SITE IS AT YOUR SOLE RISK.' THE SERVICES AND INFORMATION PROVIDED ON THE SITE ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS.' BSMA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT.

BSMA MAKES NO WARRANTY THAT: (i) THE SERVICES OR INFORMATION WILL MEET ANY OF YOUR REQUIREMENTS, (ii) THE SERVICES OR INFORMATION WILL BE TIMELY, UP-TO-DATE, SECURE, UNINTERRUPTED, OR FREE FROM ERROR OR OMISSION, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY SERVICE IN OUR AREA WILL BE USEFUL, ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES OFFERED ON THE SITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE OPERATION OF THE SITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY SERVICE ON THE SITE IS DONE AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM (OR ANY COMPONENT CONNECTED TO YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD (INTENTIONAL OR OTHERWISE) OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BSMA OR FROM ANY SERVICE PROVIDED ON THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BSMA SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL AND REPUTATION, OR OTHER INTANGIBLE LOSSES.' THIS LIMITATION ON LIABILITY APPLIES EVEN IF BSMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE RESERVE THE RIGHT TO TERMINATE THE SITE AND/OR ANY SERVICES PROVIDED THEREON AT ANY TIME WITHOUT NOTICE.'

These Terms and Conditions shall be construed in accordance with the laws of the District of Columbia.' Any controversy or claim arising out of or relating to these Terms and Conditions, this Site or the services provided thereon will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.' Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.' The arbitration shall be conducted in the city and state where the current National President of BSMA resides.' The term 'current National President' means National President is who serving at the time any such claim is brought, not the National President who was serving at the time the offense occurred.' Judgment on the arbitration award may be entered in any court having jurisdiction thereof.' Either you or BSMA may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of you or BSMA (or its affiliates, agents, suppliers, and subcontractors) pending the completion of arbitration.'

These Terms and Conditions constitute the entire agreement between you and BSMA with respect to the Site and the services and information provided thereon, and supersede all previous agreements.' If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law, 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 Terms and Conditions shall continue in effect.' Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.' In such states, our liability shall be limited to the greatest extent permitted by law.

Questions

If you have any questions about these Terms and Conditions, please email us at admin@bluestarmothers.org
.