**Terms and Conditions**

[www.armonkchamberofcommerce.com](http://www.armonkchamberofcommerce.com) **User Terms and Conditions**

The [www.armonkchamberofcommerce.com](http://www.armonkchamberofcommerce.com) Web site ("Site") is made available by the Armonk Chamber of Commerce ("Chamber"). All content provided on or through this Site may be used only under the Terms and Conditions stated below

**USE OF THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF USE ESTABLISED BY THE CHAMBER**

When you access information provided on the Site, you acknowledge your agreement to these Terms and Conditions. References to "you" or "your" refer to you as an individual as well as in any representative capacity you may have.

**1. SERVICES PROVIDED**
The Site provides information of importance to the business community. The Chamber may, as a service to its members, allow third parties to promote their services and/or products through the Site. The provision of such products and services is governed by the terms of use established by such third parties, and the Chamber assumes no responsibility either directly or indirectly for the provision of products or services by such third parties.

**2. PROPERTY RIGHTS ON THE SITE AND IN USER-SUBMITTED DATA**
**2.1** Property Rights on the Site
(a) Subject to these Terms and Conditions the Chamber hereby grants to you, the right to access and use the Site for your own internal use. In your use of the Site you agree not to remove any copyright or other notices contained therein. Except as expressly authorized herein, you may not use, copy, reproduce, transmit, translate, offer for sale, sell, display, perform, distribute, publish, broadcast, circulate, modify, create derivative works of, disseminate, or commercially exploit the Site without the written consent of the Chamber. You also agree not to use the Site for any unlawful purpose.

(b) The Site is the property of the Chamber and is protected by applicable copyright, patent, trademark or other intellectual property law. The Chamber retains its title, ownership rights, and intellectual property rights in and to the Site. You agree to abide by any copyright notice or other restriction contained in any individual information, software, or other material accessible through the Site.

(c) In the event you use the Site or the links included on the Site to gain access to a World Wide Web site or Internet location or source of information, services, software, or goods of any company, organization, or person other than uschamber.com, or to any other Internet location, you acknowledge that such other sites or locations are not under the control of the Chamber and agree that the Chamber shall not be responsible for any of the information, services, software, or goods or other links found at any such World Wide Web site or Internet location or source of information, services, software, or goods, or for your use of such information, services, software, or goods.

(d) THE CHAMBER MAKES NO EXPRESS REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH SITE, DISCLAIMS ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT), DISCLAIMS RESPONSIBILITY FOR, AND ASSUMES NO LIABILITY REGARDING, ANY INFORMATION, SERVICES, SOFTWARE, OR GOODS AVAILABLE, ADVERTISED, SOLD, OR FOUND ON ANY OTHER WEB SITE NOT UNDER THE CHAMBER'S CONTROL (INCLUDING, WITHOUT LIMITATION, WEB SITES LINKED TO THE SITE) OR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE QUALITY, SAFETY, ACCURACY, AVAILABILITY, DECENCY, OR SUITABILITY OF SUCH INFORMATION, SERVICES, SOFTWARE, OR GOODS.

(e) Transmission or use of any material in violation of these Terms and Conditions - or any applicable law, rule or regulation (whether of the United States or other countries) - or the rights of any third party is prohibited. This includes, but is not limited to, copyrighted material, material which is defamatory, threatening, obscene, lewd and indecent, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.

**2.2**Property Rights in User Submitted Data
Data, information or other content uploaded directly to, or provided to the Chamber to place on, the Site by you ("User Submitted Data") shall be and remain your property (as between you and the Chamber). All other information gathered or provided by the Chamber (including, without limitation usage information and analysis based on User Submitted Data) shall be and remain the property of the Chamber ("Site Use Data"). The Chamber will retain possession of, and make use of, copies of the User Submitted Data and Site Use Data for the purpose of performing the Services and otherwise meeting the Chamber's obligations and responsibilities under the Agreement. Subject to the confidentiality restrictions set forth in Paragraph 5 below, the Chamber's use of the User Submitted Data and Site Use Data may include the display, parsing, modification, reproduction, copying, transmission, translation, performance, publication, broadcast, preparation of derivative works or dissemination thereof, internally by the Chamber, and to third parties with whom the Chamber does business for advertisement, market research and other commercial purposes. You grant to the Chamber all necessary rights and releases required for the Chamber to perform the services and the activities described on the Site.

**3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY
3.1** THE SITE IS PROVIDED "AS IS." NEITHER THE CHAMBER NOR ANY OF ITS LICENSORS OR SUPPLIERS MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THAT ACCESS TO, OR USE OF, THE SITE WILL BE UNINTERRUPTED, ABSOLUTELY SECURE, COMPLETE, ACCURATE OR ERROR FREE). IN ADDITION, THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION ITSELF IS NOT WARRANTED OR GUARANTEED. YOUR USE OF THE SERVICES AND THE INFORMATION ACCESSED ON OR THROUGH THE SITE IS ENTIRELY AT YOUR OWN RISK AND IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE ACCURACY AND COMPLETENESS AND THE CHAMBER AND ITS LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

**3.2** YOU UNDERSTAND THAT THE CHAMBER DOES NOT GUARANTEE THAT IT WILL CONTINUE TO MAKE THE SITE AVAILABLE TO YOU, WHETHER BY THE SAME METHODS CURRENTLY USED OR OTHERWISE. THE CHAMBER MAY DISCONTINUE PROVIDING THE SITE TO YOU AT ANY TIME. YOU AGREE NOT TO HOLD THE CHAMBER LIABLE FOR ANY DAMAGES ARISING FROM A DISCONTINUATION OR MODIFICATION OF ALL OR PART OF THE SITE.

**3.3** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY (CONTRACT, WARRANTY, TORT OR OTHERWISE) WILL THE CHAMBER OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES INCURRED BY YOU AND IN ANY WAY ARISING OUT OF OR RELATED IN ANY WAY TO THESE TERMS AND CONDITIONS (INCLUDING, WITHOUT LIMITATION, YOUR USE OF, OR INABILITY TO USE, THE SITE OR ANY DAMAGES YOU MAY INCUR IN CONNECTION WITH ANY DECISION MADE, ACTION, OR INACTION, TAKEN BY YOU OR ANY OTHER PARTY, IN RELIANCE UPON THE INFORMATION OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE INFORMATION OR SERVICES), EVEN IF ADVISED OF SUCH DAMAGES. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, THE CHAMBER SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION, THROUGH THE SITE OF A COMPUTER VIRUS, OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF THE SITE OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY.

**4. YOUR INFORMATION
4.1** You hereby represent and warrant that you are at least thirteen (13) years of age; that any information you have provided to gain access to the Site is true and accurate to the best of your knowledge; and that you have read and agree to the terms of our Privacy Statement.

**4.2**You shall not upload to the Site any User Submitted Data which:
(i) violates or infringes the rights of any persons, including without limitation rights in copyrights, patents, trademarks or other intellectual property rights;

(ii) is libelous, defamatory, obscene, pornographic, abusive or otherwise violates any law; or

(iii) contains viruses, "worms", "trojan horses" or any other harmful properties, or use the Services for, or to further, any illegal purposes. The Chamber reserves the right, in its sole discretion, to edit or delete any User Submitted Data uploaded to the Site in violation of the foregoing.

**5. CONFIDENTIALITY**
The Chamber agrees to protect and maintain the confidentiality of User Submitted Data in accordance with the policies, methods, and procedures set forth in the privacy statements and security policies on the Site.

**6. TERMINATION**
If we believe you have violated these Terms and Conditions, we may terminate your access to the Site.

**7. INDEMNIFICATION**
You agree to indemnify and hold harmless the Chamber (and its directors, officers, employees, control persons, suppliers, licensors and agents) from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to: (a) your breach of your agreements, representations and warranties contained in these Terms and Conditions; (b) your use of the Site (i) in violation of these Terms and Conditions, (ii) in violation of any rights of the Chamber or any third-party information provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, or (iii) in violation of any applicable law, rule or regulation; or (iv) information or materials you upload or post to the Site.

**8. COMPLIANCE WITH LAWS**
You will comply with all applicable laws, rules and regulations in connection with your participation in our programs and use of our Web site, and will not engage in any act that has an adverse impact on the performance or availability of our programs or our Web site.

**NOTICE OF COPYRIGHT INFRINGEMENT.**
If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please report the violation to our designated copyright agent by sending written notice by U.S. Mail to Armonk Chamber of Commerce, P.O. Box 24, Armonk, NY 10504, Attn: President, or by email to president@armonkchamberofcommerce.com. Please note that the contact information provided in this paragraph should only be used for reporting suspected copyright infringement. Contact information for other matters is provided elsewhere in these Terms and Conditions or on the Site.

Please include the following information in your written notice:
(1) a detailed description of the copyrighted work that is allegedly infringed;
(2) a description of the location of the allegedly infringing material on the Site;
(3) your contact information, including your address, telephone number, and, if available, email address;
(4) your statement that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law;
(5) your statement, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and
(6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

**9. GENERAL
9.1** Notices given by the Chamber to you will be given by e-mail, or by a general posting on uschamber.com, or by conventional mail. In any matter requiring Chamber's prior consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of the Chamber. Notices given by you to the Chamber may be sent to president@armonkchamberofcommerce.com or by conventional mail addressed to the Armonk Chamber of Commerce at P.O. Box 24, Armonk, NY 10504.

**9.2** Except as herein provided, no waiver, modification or amendment of any provision of these Terms and Conditions shall be effective against the Chamber unless the same is in writing and signed by an authorized official of the Chamber. The Chamber may modify these terms and conditions at any time upon written notice or posting to the Site. You agree that if you access and or use the Site after notification of changes in these Terms and Conditions, you will be bound by all such changes.

**9.3**The Chamber's failure to insist at any time upon strict compliance with any term of these Terms and Conditions, or any delay by the Chamber in enforcing these Terms and Conditions, or a continued course of such conduct on the Chamber's part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. If any provision of these Terms and Conditions is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired, and the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intentions of the parties as nearly as possible in accordance with applicable law. These Terms and Conditions will be governed by and construed and enforced in accordance with the substantive law of the District of Columbia. The parties consent to venue in Washington, D.C., and to the jurisdiction of competent D.C. federal courts for all litigation which may be brought with respect to the terms of, and the transactions and relationships contemplated by, these Terms and Conditions.

BY CONTINUING TO USE armonkchamberofcommerce.com YOU AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.