

## Website Terms of Use

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### **Limited License to Materials on the Website**

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#### **User Submissions**

The Website may from time to time permit the submission of user-submitted text, artwork, photographs, video, audio, and images ("User Submissions"). You understand that such User Submissions may be accessed and viewed by others, including by the general public, and, whether or not such User Submissions are published, the Columbus Chamber of Commerce does not guarantee any confidentiality with respect to any User Submissions.

You are solely responsible for your own User Submissions and the consequences of publishing them on the Website.

By submitting User Submissions, you hereby grant to the Columbus Chamber of Commerce an unrestricted, non-exclusive, perpetual, royalty-free, worldwide, transferable and irrevocable license and right, but not the obligation, to use, edit, alter, copy, reproduce, disclose, display, publish, remove, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the User Submissions, in whole or in part, in any form, media or technology, now known or hereafter developed including, without limitation, broadcast and cable television, radio, mobile transmission, and the Internet, for any purpose whatsoever including, without limitation, advertising, promotion, entertainment or commercial purposes, without any payment to or further authorization by you. Under the license granted herein, the Columbus Chamber of Commerce shall be free to use any ideas or concepts contained in the User Submissions without further attribution, compensation or notice to you. The Columbus Chamber of Commerce does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein.

In connection with User Submissions, you affirm, represent, and warrant to the Columbus Chamber of Commerce that: (i) the content of your User Submission(s) is original (no lifts from previously published material, including music); (ii) you own all right, title and interest to your User Submission(s) and have the sole and exclusive right (including all intellectual property and other proprietary rights embodied by the User Submissions or represented by such User Submissions) to license all of the rights therein to the Columbus Chamber of Commerce as set forth above; (iii) use of your User Submission(s) on the Website or otherwise by the Columbus Chamber of Commerce, in whole or in part, will not infringe upon the rights of any third party including, without limitation, any intellectual property or privacy rights; and (iv) you have obtained written permission from any other person named, photographed or otherwise depicted or whose voice is used in your User Submission(s) which will allow the Columbus Chamber of Commerce to utilize the User Submission(s) without compensation or objection. For clarity, the Columbus Chamber of Commerce does not claim ownership of your User Submissions.

You further agree that you will not submit any material, communications or content that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner(s) to do the same and to grant the Columbus Chamber of Commerce all of the license rights granted herein.

The Columbus Chamber of Commerce does not permit copyright infringing activities on the Website, and the Columbus Chamber of Commerce may remove any Materials if properly informed that any such Materials infringe on another's copyright rights. The Columbus Chamber of Commerce will terminate a user's ability to submit User Submissions if, under appropriate circumstances, such user is determined to be a repeat infringer.

The Columbus Chamber of Commerce also reserves the right to determine in its sole discretion whether User Submissions are appropriate and comply with these Terms of Use and other applicable rules and restrictions and whether or not to allow the uploading and/or removal of any User Submissions. The Columbus Chamber of Commerce reserves the right to terminate your access to the Website for uploading or attempting to upload such material in violation of the foregoing.

### **Prohibited Uses of Website and Services**

You shall not post, transmit, redistribute, upload, or promote any communications, content or materials that (a) contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer; (b) are unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, or otherwise objectionable; (c) contain chain letters or pyramid schemes; (d) contain any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities; (e) impersonate any person, business or entity, including our company and our employees and agents; (f) encourage conduct that would constitute a criminal offense; (g) give rise to civil liability; (h) otherwise violate any law; or (i) in doing so, amounts to any conduct that, in the judgment of the Columbus Chamber of Commerce, restricts, impairs, interferes or inhibits any other user from using or enjoying the Website.

# **Notice of Copyright Infringement**

If you are a copyright owner or an agent thereof and believe that any Material (including any User Submission) infringes upon your copyrights, you may notify the Columbus Chamber of Commerce by providing the following information in writing:

- 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- 2. Identification of the location where the original or an authorized copy of the copyrighted work exists;
- 3. Identification of the Material (including a User Submission) that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit the Columbus Chamber of Commerce to locate the same;
- 4. Information reasonably sufficient to permit the Columbus Chamber of Commerce to contact you, such as an address, telephone number, and, if available, an email address;
- 5. A statement that you have a good faith belief that use of the Material (including a User Submission) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

Our agent for notice of claims of copyright infringement can be reached as follows:

## By Mail:

Mike Goldbeck, Vice President, Administration, 150 South Front St., Suite 200 Columbus, Ohio 43215

By email:Mike\_Goldbeck@columbus.org

You acknowledge that if you fail to comply with all of the requirements above, your notice may not be valid.

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## **Limitations of Liability**

IN NO EVENT SHALL THE COLUMBUS CHAMBER OF COMMERCE BE LIABLE TO YOU OR ANY ENTITY OR PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE WEBSITE, MATERIALS, CONTENT OR ANY OTHER RELATED SERVICES OR PRODUCTS, OR FOR ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, AND INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT, BUSINESS INTERRUPTIONS, LOSS OF DATA OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION, MATERIALS OR CONTENT UPLOADED, AVAILABLE FOR VIEWING, AND/OR DOWNLOADED, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED

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# **Notices and Consent to Electronic Delivery of Notices**

You consent to receive all communications, including notices, agreements, legally required disclosures or other information in connection with these Terms of Use or your use of the Website and related services (collectively, "Notices"), electronically (e.g., e-mail) from the Columbus Chamber of Commerce or by other means to other address(es) that you have provided the Columbus Chamber of Commerce. You agree that the Columbus Chamber of Commerce may send you electronic Notices by (a) e-mail to an e-mail address you provide or have provided to the Columbus Chamber of Commerce, and/or (b) by posting the Notices on a main page of the Columbus Chamber of Commerce Website or other webpage designated by the Columbus Chamber of Commerce for this purpose. You must check your designated e-mail address regularly for Notices from the Columbus Chamber of Commerce is effective when sent (or posted) by the Columbus Chamber of Commerce, regardless of whether you read the communication when you receive it.

## Jurisdiction and Venue

These Terms and Conditions shall be governed by the laws of the State of Ohio, without giving effect to its conflict of laws provisions. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts located in Columbus, Ohio, for any action, suit or proceeding arising out of or relating to these Terms of Use or your use of the Website, including related services or products.

# **Indemnity**

You agree to indemnify, defend and hold harmless the Columbus Chamber of Commerce, its affiliates, officers, directors, employees, agents, successors and assigns, from and against any and all claims, damages, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) arising from or related to: (a) your use of the Website; (b) your violation or breach of any material term of these Terms of Use; or (c) your violation of any third-party right, including without limitation any copyright, property, privacy or publicity right. This indemnification, defense and hold harmless obligation will, notwithstanding anything to the contrary, survive these Terms of Use and your use of the Website.

## Miscellaneous

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# Questions

If you have any questions about the Terms of Use or the practices of this Website please contact us at:

Columbus Chamber 150 South Front St., Suite 200 Columbus, Ohio 43215 614-221-1321

Columbus Region 614.225.6953 www.columbusregion.com