

Terms and Conditions of Use

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You will not access any Content from the Web site through any technology or means other than the pages of the Web site itself, the Embeddable Player (as defined below), the Widgets (as defined below) or such other

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Embeddable Player and Widgets

To the extent that the Foundation makes available to you through the Web site (or otherwise) an embeddable player for viewing video and playing audio Content from the Web site (the "**Embeddable Player**") and/or "**widgets**" to obtain access to Content from the Web site ("**Widgets**"), you agree as a condition to accessing and using such items that:

- You will not alter or modify any part of the Embeddable Player, the Widgets or any of their related technologies.
- You will include a prominent link back to the Web site on the pages containing the Embeddable Player and/or Widgets, and you may not modify, build upon or block any portion of the Embeddable Player and/or Widgets in any way.
- You will not use the Embeddable Player and/or Widgets for any commercial use, without the prior written authorization of the Foundation. Prohibited commercial uses include any of the following

actions taken without the Foundation's prior written approval:

- sale of access to the Web site or its related services (such as the Embeddable Player and Widgets) on another Web site; and
- use of the Web site or its related services (such as the Embeddable Player and Widgets), for the primary purpose of gaining advertising or subscription revenue.

Services

On the Web site we may offer blogs, online communities, and other services that provide an opportunity for you to post comments and other content to Web site (collectively, the "Services"). The use of the Services is subject to these Terms of Use and any additional provisions that may be specified as a condition to using the Services.

Member Account, Password and Security. Some of the Services may require that you create/receive a password and account designation before using the Services. You are responsible for maintaining the confidentiality of any such password, account, and information displayed in the account profile. You are fully responsible for all activities that occur under your password or account. If you allow third parties to access the Services through your username and password, you will defend and indemnify the Foundation and its trustees, employees, agents, affiliates, successors and assigns from and against any liability, costs or damages arising out of claims or suits based upon or relating to such access and use. You agree to immediately notify the Foundation of any unauthorized use of your password or account or any other breach of security related to the Services of which you are aware.

Unlawful or Prohibited Use. As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited

by these Terms of Use or is otherwise prohibited under applicable law. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not attempt to gain unauthorized access to any Services.

Use of the Services. All users of the Services agree to act responsibly. The Foundation does not control the content posted through the Services and, as such, does not guarantee the accuracy, integrity, quality or availability of such content.

Although we do not censor the content being posted, we reserve the right to not post, or to remove after its posting, any content which in our sole discretion we deem to violate our guidelines. Such content may be removed immediately and without prior notice, and further postings by the individual may be blocked. For content that is covered by intellectual property rights, like photos, documents, etc., you grant the Foundation a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any content that you post on or in connection with the Services.

Use of the Services is subject to these rules:

1. As a private foundation, the Foundation is prohibited from supporting attempts to influence the outcome of any election for public office or engaging in lobbying activity. Accordingly, these types of content are prohibited:

- Content that expressly or impliedly endorses or opposes any candidate for public office; and
- Content that encourages others to contact a government official to express support for, or opposition to, any legislation,

including a specific legislative proposal that has not yet been introduced.

- In addition, hyperlinks to Web site pages that contain these types of content, or which direct users to such materials, also are prohibited.

2. Be respectful of others -- do not post:

- Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, sexually explicit, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Content that falsely states or otherwise misrepresents your identity, affiliation with the Foundation, or any person or other entity;
- Confidential business or personal information, or content that infringes any trademark, trade secret, copyright or other proprietary rights of any party;
- Content that makes available unsolicited or unauthorized advertising, promotional materials, sweepstakes, junk mail, spam, chain letters, pyramid schemes, or any similar form of solicitation;
- Content that is fraudulent, false, inaccurate or misleading;
- Content that violates any law, ordinance or regulation; that promotes illegal activities; that is harmful to minors; or
- Links to files that contain viruses, Trojan horses, worms, time

bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

Access and Interference

You agree not to circumvent, disable or otherwise interfere with security-related features of the Web site or features that prevent or restrict use or copying of any content or enforce limitations on use of the Web site or the Content therein.

You agree that you will not use any bot, crawler, harvester, indexer, robot, spider, scraper or any other automated means to access, compile, read or gather content from the Web site automatically.

Additionally, you agree that you will not: (a) take any action that, in our sole discretion, imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (b) interfere or attempt to interfere with the proper working of the Web site or any activities conducted on the Web site; or (c) bypass any measures we may use to prevent or restrict access to the Web site.

Indemnification

You agree to indemnify, defend and hold harmless the Foundation and the Representatives from and against any and all losses, damages, liabilities and costs of every nature incurred by any of them in connection with any claim, damage or loss related to or arising out of: your use of the Web site, any assistance or services provided by us or the Representatives to you, any alleged unauthorized use of the Web site by you, or any breach or alleged breach by you of these Terms and Conditions. You agree to cooperate fully in the defense of any of the foregoing. We reserve the right, at our own expense, to control exclusively the defense of any matter otherwise subject to indemnification by you and you will not settle any

matter without our prior written consent. Your obligation to indemnify, defend and hold harmless shall be limited to the extent that you are afforded sovereign immunity under applicable federal, state or local laws. In such cases where your obligation to indemnify may be limited due to the requirements of federal, state or local laws, you shall be responsible for the ordinary negligent acts and omissions of your agents and employees causing harm to persons not a party to these Terms and Conditions.

Release

In the event that you have a dispute with one or more other users of the Web site, you release the Foundation and Representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Applicable Law and Jurisdiction

The site is controlled and operated from the Foundation's offices in the State of Georgia. By accessing the site, you agree to be bound by the terms and conditions of this agreement which is governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any conflict of laws principles. All activity occurring in connection with the site (including, but not limited to, accessing pages, downloading materials, etc.) is presumed to occur in the State of Georgia.

In connection with any suit, action or proceeding arising from or relating to these Terms and Conditions, you consent to the jurisdiction of the federal and state courts within the State of Georgia.

Electronic Communications; Binding and Entire Agreement

You agree that (a) these Terms and Conditions constitute an agreement "signed by you" under applicable law; (b) any notices or other communication regarding your use of the Web site may be provided to you electronically (by posting on the Web site, by e-mail, and other electronic formats) and will be considered received upon posting or other distribution. These Terms and Conditions (including the [Privacy Policy](#)) constitute the entire agreement between you and the Foundation and supersede all other agreements, oral or written, concerning its subject matter. You consent to the use of the English language in these Terms and Conditions and all documents or notices relating to them and your use of the Web site.

Severability

If any of these Terms and Conditions is determined to be invalid, void or unenforceable for any reason, then the unenforceable provision will be deemed amended in a manner that will most nearly carry out the intent of the provision to the fullest extent permitted by applicable law or deleted if amendment is not possible, and the remaining Terms and Conditions will be enforceable to the fullest extent permitted by law.

No Waiver

The Foundation's failure to enforce these Terms and Conditions in every instance in which they might apply is not a waiver of any of the Foundation's rights, and the Foundation reserves its right to take all legal steps available to enforce these Terms and Conditions.

Termination

We reserve the right to terminate the Web site and/or these Terms and Conditions at any time without notice for any reason, including, in the case of these Terms and Conditions, for your violation of any of its provisions. The Disclaimer of Warranties and Limitation of Liability, Indemnification, Release and Applicable Law and Jurisdiction provisions of these Terms and Conditions shall survive any such termination.