

# Terms of Use Policy

## **Memberbenefits.NYSUT.org** **Terms of Use Policy**

***PLEASE READ THE BELOW CAREFULLY BEFORE USING THIS WEB SITE. BY ACCESSING AND/OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE THIS WEB SITE.***

### **INTRODUCTION**

Please read the following Terms of Use Policy (“Policy”) carefully. By use of this website- the “memberbenefits.NYSUT.org website” (as defined in the NYSUT Member Benefits Privacy Policy), you, the user of the foregoing, agree to be bound by this Policy, including all changes or additions which may occur at any time without prior notice. You agree that NYSUT Member Benefits shall not be liable for any such modifications. Continued use after a modification to this Policy shall indicate your agreement to be bound by this Policy as modified.

***By use of the memberbenefits.NYSUT.org website, you grant NYSUT Member Benefits the right to disclose your “personal information” (as defined in the NYSUT Member Benefits Privacy Policy) and non-personal information (as referenced in the NYSUT Member Benefits Privacy Policy) in accordance with the NYSUT Member Benefits Privacy Policy, which is incorporated herein by reference to this Policy and found on memberbenefits.NYSUT.ORG.***

By use of the memberbenefits.NYSUT.org website, you acknowledge and agree that temporary interruption of the network or internet is a normal event, and that NYSUT Member Benefits has no control over this or other delays or disruptions of network service. You assume all responsibility for mis-delivery, non-delivery, untimely delivery, failure to store, failure to capture, any user communications and your personal settings, network and other equipment.

Your use of the memberbenefits.NYSUT.org website means that you agree that all of the content therein is protected by copyrights, trademarks, service marks, patents, or other proprietary and intellectual property rights and laws, and is the sole property of NYSUT Member Benefits or a “NYSUT-related organization” (as defined in the NYSUT Member Benefits Privacy Policy).

### **DISCLAIMER**

Use of the memberbenefits.NYSUT.org website is provided on an “as is” and/or “as available” basis, and to the extent allowed under law, NYSUT expressly disclaims any warranties of any kind, whether express or implied.

The memberbenefits.NYSUT.org website provides links to various vendors, services and information. NYSUT Member Benefits is a publisher neither of the content of these sites nor of any of the content that may be available through links to and from them, but is acting solely as an “interactive computer service” under 47 U.S.C. §230(c)(1). NYSUT Member Benefits is not responsible for the accuracy or reliability of the content on these sites. NYSUT Member Benefits

is not responsible for the operation of any linked site, including damages resulting from content, services or advertising. NYSUT Member Benefits reserves the right to discontinue service and discontinue access to any site, and any features thereon, at any time without notice to you. NYSUT Member Benefits will not be liable to you or any other party by the exercise of this right.

At times, content available through the memberbenefits.NYSUT.org website may represent the opinions and judgments of an information provider, site user, or other person or entity not connected to NYSUT Member Benefits. NYSUT Member Benefits is not responsible for, the accuracy or reliability of any opinion, advice or statement made by anyone other than an authorized NYSUT Member Benefits spokesperson speaking in her or his official capacity.

## **REGISTRATION AND USER'S MATERIALS**

In order to access certain content on the memberbenefits.NYSUT.org website, you may be required to establish an account name and personal password. You are solely responsible for maintaining the confidentiality of your account name and password. By registering your account name and password, you are agreeing to provide truthful and accurate information including any necessary updates and not to transfer or share your account with anyone. All information gathered by NYSUT Member Benefits from your use of memberbenefits.NYSUT.org website will become the property of NYSUT Member Benefits.

*Subject to the NYSUT Member Benefits Privacy Policy*, any communications or materials that you transmit to the memberbenefits.NYSUT.org website, in any manner, for any reason, will be treated as non-confidential and non-proprietary. While you retain the rights in your communications or materials, you grant to NYSUT Member Benefits and/or its related organizations and NYSUT Member Benefit's designated licensees, a non-exclusive, paid-up, perpetual and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify and otherwise use such communications and materials for any purpose regardless of the form of medium in which it is used.

## **RULES OF ON-LINE CONDUCT**

Use of the memberbenefits.NYSUT.org website is a privilege subject to applicable laws and regulation. Any use of these services including but not limited to, uploading, downloading, communicating, use of software, images, sounds, data or other information and e-mail is subject to the following rules of conduct.

You will not engage in any conduct that:

- Is threatening, unlawful, abusive, defamatory, libelous, explicitly sexual (graphic and/or text), violent, deceptive, fraudulent, an invasion of privacy
- Harassment in violation of federal or state law
- Discusses illegal activities with the intent to commit or collude to commit them
- Infringes on intellectual property including but not limited to copyright, trademark or trade secrets
- Advertises or solicits advertising, junk mail, spam, gambling, commercial solicitation

- Disrupts, damages, limits or otherwise interferes with software, computer coding, files, programs, hardware, storage, cloud access, ISP access, or otherwise permits unauthorized access to any information or data
- Impersonates any person or entity without limitation

If you engage in any of the conduct listed above or any other prohibited conduct, NYSUT Member Benefits will not assume liability for the harm caused. Because NYSUT Member Benefits assumes no responsibility to monitor, pre-screen or edit your use of the memberbenefits.NYSUT.org website, you are solely responsible for the consequences of your conduct. NYSUT Member Benefits may at any time in its sole discretion terminate your access to the memberbenefits.NYSUT.org website without prior notice. You are required to fully cooperate in any investigation of misuse of the memberbenefits.NYSUT.org website.

If you otherwise abuse your right of access, NYSUT Member Benefits may terminate your access without notice.

### **PERMISSION TO USE MATERIALS**

In consideration for your agreement to this Policy, NYSUT Member Benefits grants you a personal, nonexclusive, non-transferrable license to access and use the memberbenefits.NYSUT.org website. You may download material and information from the website for your own personal, noncommercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material. NYSUT Member Benefits is not responsible for the accuracy, copyright compliance, legality, decency, ability to use a site, reliance on the information obtained from a site, or other harm whether based in contract, tort, statute or other law.

*“NYSUT” and the NYSUT logo (displayed below) are service marks of NYSUT , and cannot be displayed or used in any manner without the prior written permission of NYSUT s.*



### **COPYRIGHT AGENT**

NYSUT Member Benefits respects the intellectual property rights of others and we ask that you do the same. If you or any user of the memberbenefits.NYSUT.org website believes that its intellectual property rights have been infringed by a posting on the website, you or the user should send notification to our Designated Copyright Agent (defined below) immediately. To be effective, the notification must include: 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

work claimed to have been infringed; information reasonably sufficient to permit us to contact the complaining party; identification of the material that is claimed to be infringing; a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property owner or agent; and a statement that the information in the notification is accurate, under penalty of perjury and that the complaining party is authorized to act on behalf of the owner's behalf.

NYSUT Member Benefits' Designated Copyright Agent is:

NYSUT General Counsel  
New York State United Teachers  
800 Troy-Schenectady Road  
Latham, New York 12110

### **INDEMNIFICATION AND LIMITATION OF LIABILITY**

You agree to indemnify and hold harmless NYSUT Member Benefits, NYSUT's affiliates, and each entity's officers, directors, trustees, employees and agents from any claim, losses or damages, including legal fees, resulting from your violation of this Policy or your use of the memberbenefits.NYSUT.org website. Further, you agree to cooperate in any investigation of and in NYSUT Member Benefits' defense of any such claims.

To the extent allowed under law, you agree that NYSUT Member Benefits, NYSUT's affiliates, and each entity's officers, directors, trustees, employees and agents shall not be held liable for any direct, indirect, punitive, incidental, special or consequential damages resulting from the use of, or inability to use the memberbenefits.NYSUT.org website.

To the extent allowed under law, you further agree that NYSUT Member Benefits, NYSUT's affiliates, and each entity's officers, directors, trustees, employees and agents shall not be held liable in any way respecting third-party goods or services offered through the memberbenefits.NYSUT.org website or for assistance in conducting commercial transactions through the website, including without limitation, the processing of orders.

### **GOVERNING LAW, JURISDICTION AND VENUE**

This Policy will be interpreted in accordance with the laws of the State of New York, without regard to the conflicts of laws principles, and to the extent not preempted by federal law. You agree to submit to the exclusive personal jurisdiction and venue of the Supreme Court, Albany County, State of New York and the United States District Court for the Northern District of New York.

### **ENTIRE AGREEMENT**

This Policy is the entire agreement between the parties concerning the subjects addressed within. It supersedes any and all prior agreements and understandings whether oral or written relative to matters dealt with herein.

### **ACCESSIBILITY**

NYSUT Member Benefits is committed to providing an environment that is accessible to all users, including individuals with disabilities. If you cannot access or use features of the [memberbenefits.NYSUT.org](http://memberbenefits.NYSUT.org) website, or if you have any questions regarding accessibility, please contact NYSUT Member Benefits, 800 Troy-Schenectady Road, Latham, New York 12110, or call (518) 213-6000 or (800) 626-8101.