



## **New England Woodcarvers, Inc. Terms of Service**

### **1. Terms**

By accessing the website at <http://www.newc.org>, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

### **2. Use License**

Permission is granted to temporarily download one copy of the materials (information or software) on New England Woodcarvers, Inc.'s website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on New England Woodcarvers, Inc.'s website;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by New England Woodcarvers, Inc. at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

### **3. Disclaimer**

The materials on New England Woodcarvers, Inc.'s website are provided on an 'as is' basis. New England Woodcarvers, Inc. makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, New England Woodcarvers, Inc. does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

### **4. Limitations**

In no event shall New England Woodcarvers, Inc. or its suppliers be liable for any damages (including, without

limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on New England Woodcarvers, Inc.'s website, even if New England Woodcarvers, Inc. or a New England Woodcarvers, Inc. authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### 5. Accuracy of materials

The materials appearing on New England Woodcarvers, Inc.'s website could include technical, typographical, or photographic errors. New England Woodcarvers, Inc. does not warrant that any of the materials on its website are accurate, complete or current. New England Woodcarvers, Inc. may make changes to the materials contained on its website at any time without notice. However New England Woodcarvers, Inc. does not make any commitment to update the materials.

#### 6. Links

New England Woodcarvers, Inc. has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by New England Woodcarvers, Inc. of the site. Use of any such linked website is at the user's own risk.

#### 7. Modifications

New England Woodcarvers, Inc. may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

#### 8. Copyright Policy.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by New England Woodcarvers, Inc. infringe your copyright, you, or your agent may send to New England Woodcarvers, Inc. a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon New England Woodcarvers, Inc. actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to New England Woodcarvers, Inc. a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details.

New England Woodcarvers, Inc.'s Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows:

Designated Agent: Kimberly Rhault

Company: New England Woodcarvers, Inc

Address of Agent: 17 Clearbrook Drive, Belchertown, MA 01007

Telephone: (603) 438-7482

E-mail for notice: [NewEnglandWoodcarvers@gmail.com](mailto:NewEnglandWoodcarvers@gmail.com)

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

#### 9. Sweepstakes, Contests and Games

NEWC may provide sweepstakes, contests and games on its Sites. The rules, regulations and procedures governing any of the foregoing shall be accessible through a hypertext link prominently displayed on the web page where the sweepstake, contest or game may be located. By entering or participating in any of them, you agree to be subject to those rules, regulations and procedures. Please remember to read the rules carefully before participating.

#### 10. Proprietary Rights

By sending or transmitting to us creative suggestions, ideas, notes, concepts, information, or other materials (collectively, "Submission Materials") or by posting such Submission Materials on the Sites, you hereby grant to us and our designees a worldwide, non-exclusive, sub licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Submission Materials in any media now known or hereafter devised, for any purpose whatsoever, commercial or otherwise, without compensation to you, the provider of the Submission Materials. The foregoing license to New England Woodcarvers, Inc. shall be fully paid-up and royalty free. In addition, under no circumstances shall New England Woodcarvers, Inc. have any obligation whatsoever to pay a fee to any subscriber or user in connection with the Submission Materials upon the occurrence of a transfer of all or any portion of New England Woodcarvers, Inc.'s business through a merger, sale or transfer of all or substantially all of the assets of New England Woodcarvers, Inc., nor shall the sale of advertising on any of the Sites give rise to any obligation to pay a fee to Subscribers.

None of the Submission Materials disclosed or posted via message boards, chats or other public forums shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on New England Woodcarvers, Inc.'s part and we shall not be liable for any use or disclosure of any such Submission Materials.

#### 11. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Massachusetts and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.