

# Terms of Use Agreement

Welcome to our Web site. By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term “*Solidarité Emploi*” or “UFE” or “us” or “we” or “our” refers to *Union des Français à l’Etranger de San Francisco*, the owner of the Web site. The term “you” refers to the user or viewer of our Web Site.

## **1. Acceptance of Agreement.**

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. We reserve the right, at our sole and absolute discretion, to alter, modify or otherwise amend the Agreement at any time. Such modifications shall become effective immediately upon posting them. You must review the Agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the Agreement at: <http://www.france-sfo.org/ufe.htm>

## **2. Copyright.**

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 4 below, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. Some of the content on the site is the copyrighted work of third parties.

## **3. Service Marks.**

"UFESF.org", "UFE", "Solidarité Emploi" and others are our service marks or registered service marks or trademarks. Other product and company names mentioned on the Site may be trademarks of their respective owners.

## **4. Limited License; Permitted Uses.**

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement; (b) to use the Site solely for internal, personal, non-commercial purposes; and (c) to print out discrete information from the Site solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein. No print out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

## **5. Content of Postings**

You understand that all postings, messages, text, files or other materials (collectively referred to as "Content") posted on, transmitted through, or linked from the Site, are the sole responsibility of the person from whom such Content originated. More specifically, you are fully responsible for each individual item of Content that you post, email or otherwise make available via the Site. You understand that UFE does not control, and is not responsible for the Content made available through the Site, and that by using the Site, you may be exposed to the Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, UFE site and Content available through the Site may contain links to other websites, which are completely independent of UFE. UFE makes no representation or warranty as to the accuracy, completeness, reliability or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will UFE be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Site. You acknowledge and agree that UFE does not pre-screen or approve the Content, but that UFE shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Site, for violating the Terms and Use Agreement or for any other reason at UFE's sole and absolute discretion.

## **6. Restrictions and Prohibitions on Use.**

Your license for access and use of the Site and any information, materials or documents (collectively defined as "Content and Materials") therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by Section 4 above), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved therefrom; (b) use the Site or any materials obtained from the Site to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Site; (d) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site; (f) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture; (h) use any automatic or manual process to harvest information from the Site; (i) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Site in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Site or any

portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

## **7. Additional Prohibited Conduct.**

In addition to the restrictions and prohibitions set forth elsewhere in the Terms and Use Agreement, you agree not to post, email, or otherwise make available Content that:

- is for the sale of products, merchandise, inventory, or any other items of any sort or nature;
- is pornographic;
- harasses, degrades, intimidates or is otherwise hateful toward an individual, group of individuals, or segment of the population, on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- is false, deceptive, misleading, and/or deceitful;
- violates federal, state, or local equal employment opportunity laws;
- violates the anti-discrimination provisions of the Immigration and Nationality Act;
- includes personal or identifying information about another person without that person's explicit consent;
- is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy;
- is harmful to minors in any way;
- includes links to commercial services or web sites, except as allowed by UFE;

In addition, you agree not to do the following:

- contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;
- "stalk" or otherwise harass anyone;
- collect personal data about other users for commercial or unlawful purposes;
- post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- attempt to gain unauthorized access to UFE's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the UFE website; or

- use any form of automated device or computer program that enables the submission of postings on UFE without each posting being manually entered by the author thereof.

## **8. No Legal Advice or Attorney-Client Relationship.**

Information contained on or made available through the Site is not intended to and does not constitute legal advice, recommendations, mediation or counseling under any circumstance and no attorney-client relationship is formed. We do not warrant or guarantee the accurateness, completeness, adequacy or currency of the information contained in or linked to the Site. Your use of information on the Site or materials linked to the Site is entirely at your own risk. We are not a law firm and the Site is not a lawyer referral service.

## **9. Linking to the Site.**

You may provide links to the Site, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Site, (b) your site does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Site immediately upon request by us.

## **10. Limitation on Use.**

You acknowledge that UFE may establish limits concerning use of the Site, including the maximum number of days that Content will be retained by the Site, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Site, and the frequency with which you may access the Site. You agree that UFE has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Site. You acknowledge that UFE reserves the right at any time, at its sole and absolute discretion, to modify or discontinue the Site (or any part thereof) with or without notice, and that UFE shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or any services relating thereto.

## **11. Registration.**

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. Each registration is for your personal use only and not on behalf of any other person or entity. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

## **12. Errors, Corrections and Changes.**

We do not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise

reliable. We may make changes to the features, functionality or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

### **13. Third Party Content.**

Third party content may appear on the Site or may be accessible via links from the Site. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Site. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our belief.

### **14. Unlawful Activity.**

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

### **15. Indemnification.**

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

### **16. Nontransferable.**

Your right to use the Site is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

### **17. Disclaimer.**

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, EXCEPT AS PROVIDED IN SECTION 18(b). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE),

WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

**18. Limitation of Liability**

(a) We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Site or any services or products obtainable therefrom, (b) the unavailability or interruption of the Site or any features thereof, (c) your use of the Site, (d) the content contained on the Site, or (e) any delay or failure in performance beyond the control of a Covered Party.

(b) THE AGGREGATE LIABILITY OF US AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE AND/OR THE PRODUCTS, INFORMATION, DOCUMENTS AND SERVICES PROVIDED HEREIN OR HEREBY SHALL NOT EXCEED \$100 AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

**19. Use of Information.**

We reserve the right, and you authorize us, to the use and assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

**20. Third-Party Services by Professionals.**

We may allow access to third-party professionals ("Professionals") from which you may seek certain services. You understand that we do not operate or control the services offered by Professionals. Professionals are responsible for all aspects of services and billing they may provide for you. We are not a party to the transactions entered into between you and Professionals. You agree that use of such Professionals is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, and

MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND PROFESSIONALS OR FOR ANY INFORMATION APPEARING ON SITES OF PROFESSIONALS OR ANY OTHER SITE LINKED TO OUR SITE.

**21. No Spam Policy.**

You understand and agree that sending unsolicited email advertisements to UFE email addresses or through UFE computer systems, is expressly prohibited by the Agreement. Any unauthorized use of UFE computer systems is a violation of the Agreement and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. §§ 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

**22. Privacy Policy.**

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. You must review this Privacy Policy by clicking on this [link](#).

**23. Termination of Posting and Content.**

You agree that UFE, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your email, or otherwise terminate your access to or use of the Site (or any part thereof), immediately and without notice, and remove and discard any Content within the Site, for any reason, including, without limitation, if UFE believes that you have acted inconsistently with the terms and conditions of the Agreement. Further, you agree that UFE shall not be liable to you or any third-party for any termination of your access to the Site.

**24. Links to other Web Sites.**

The Site may contain links to other Web sites. We are not responsible for the content, accuracy or opinions express in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

**25. Copyrights and Copyright Agents.**

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;

- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached by directing an e-mail to the Copyright Agent at [contact@ufesf.org](mailto:contact@ufesf.org)

## **26. Information and Press Releases.**

The Site may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies or institutions other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

## **27. Legal Compliance.**

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.

## **28. Miscellaneous.**

This Agreement shall be treated as though it were executed and performed in San Francisco, California, and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 17 and Section 18. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

## **29. Arbitration.**

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction

relating to, Site operations, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of JAMS. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in San Francisco, California, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or us may seek any interim or preliminary relief from a court of competent jurisdiction in San Francisco, California necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs incurred through JAMS.