

Terms of Use for www.vgcsa.org

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1. VGCSA reserves the right at its sole discretion to change, modify, add or remove portions of these Terms at any time without notice or liability, and such modification shall become effective upon posting on the Sites. Your use of the Sites following any such modification shall be conclusively deemed to be your acceptance of such modification.
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5. The Sites contain a combination of content that VGCSA creates and its partners create.
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c. All Content provided by any party other than VGCSA must identify the party who provided that Content.

d. By posting material to the Sites, you warrant and represent that you either own or otherwise control all of the rights to that material, including without limitation, all the rights necessary for you to provide, post, upload, input, or submit the material, or that your use of the material is a fair use. You agree that you will not knowingly and with intent to defraud provide material and misleading false information. You represent and warrant also that the material you supply does not violate these Terms, and that you will indemnify and hold VGCSA, its subsidiaries, affiliates, officers, employees, and agents, harmless for any and all claims resulting from material you supply.

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9. As part of the registration process to use the Members Only portions of some VGCSA Sites, you will select a user name and password. You may change your password at any time in accordance with the procedure on the Sites. You agree you are exclusively responsible for maintaining the security of your password. You agree to provide VGCSA with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your access to the Sites.

10. VGCSA reserves the right, but not the obligation, to send electronic mail to any and all users of the Sites for the purpose of informing them of changes or additions to the Sites or any related services or products.

11. VGCSA may at any time, in its sole discretion, terminate, limit or suspend your access to the Sites, without notice or liability, for any reason whatsoever, including

without limitation your breach of this Agreement, the termination of your membership in VGCSA, or repeated infringement of third-party rights, including copyright.

12. This Agreement, its Terms, and use of the Sites are governed by and will be interpreted under the laws of the State of Virginia, United States of America, without reference to conflicts of laws and without regard to the location of execution or performance of this agreement. You hereby agree that any and all disputes which may arise and any litigation that may arise from such disputes will be litigated before a court located in the State of Virginia, County of Goochland, U.S.A., to the exclusion of the courts of any other country, state or county.

13. If you believe that your intellectual property rights have been violated by VGCSA or by a third party who has uploaded Content on our Sites, please provide the following information to the VGCSA-designated copyright agent listed below:

a. A description of the copyrighted work or other intellectual property that you claim has been infringed;

b. A description of where the material that you claim is infringing is located on the Sites;

c. An address, a telephone number, and an e-mail address where VGCSA can contact you and, if different, an e-mail address where the alleged infringing party, if not VGCSA can contact you;

d. A statement that you have a good-faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;

e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;

f. Your electronic or physical signature.

VGCSA may request additional information before removing any infringing material. VGCSA may provide the alleged infringing party with your e-mail address so that that person can respond to your allegations.

VGCSA reserves the right to terminate, limit or suspend any user's access to the Sites in the event of repeated infringing activity. If you believe that a user of the Sites is a repeat infringer, please follow the above instructions to contact VGCSA's copyright

agent. Please include sufficient information to assist VGCSA in determining that the user has engaged in such infringing activity repeatedly.

VGCSA has applied to have a registered designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c). If you believe your copyright material is being used on the Sites without permission, please notify the designated agent applicant at:

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