

# TERMS and CONDITIONS

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## **Prime Timers Central Virginia, Inc. (PTCV)**

A local chapter of the Prime Timers World Wide, Inc. (PTWW) organization

### **Terms of Use / Privacy Policy / Terms and Conditions**

**Last Revised Date:** October 11, 2020

This web site ("Site") and related services are provided by PTCV to our members subject to compliance with the terms and conditions set forth below. Please read the following information carefully. Your application for membership to join PTCV or renewing of your membership to PTCV by paying the membership fee, and continued use of this Site will indicate your agreement to be bound by these terms and conditions. If you do not agree to be bound by these terms and conditions, please promptly exit this Site and do not apply or renew your membership with PTCV.

PTCV may amend this Agreement at any time by posting the amended terms on our Terms and Conditions website page. We may or may not post notices on the homepage of our website when such changes occur.

#### ***WEBSITE.***

PTCV is pleased to offer you this Site. It is an online service that provides you with convenient access to keep informed of our many activities and benefits as a member of PTCV. It also offers a method of online communication with the Board of Directors and your fellow PTCV members. Full access to the Site is available to all active PTCV members in good standing.

#### ***LINKS TO OTHER SITES.***

PTCV may create links on this Site to other web sites that we think may be of interest to you or provide further information. PTCV makes no representations whatsoever about any other web site that you may access through this Site or any entity that may post its advertisements on this Site. When you access a non-PTCV site, it is independent from PTCV and PTCV has no control over the content on that web site. PTCV does not endorse or accept any responsibility for the content or use of any linked site. If you decide to access any third-party web site linked to this Site, you do so entirely at your own risk. PTCV has not reviewed the privacy policies of any web sites linked to or from this Site, and you should exercise care when visiting any other web site. We would like to hear from you if you find any web sites linked to or from this Site objectionable.

#### ***LICENSE TO USE WEBSITE.***

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print from the website for

your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You may not:

- . Republish material from this website (including republication on another website);
- . Sell, rent or sub-license material from the website;
- . Show any material from the website in public;
- . Reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- . Edit or otherwise modify any material on the website; or
- . Redistribute material from this website except for content specifically and expressly made available for redistribution.

### **ACCEPTABLE USE.**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

### **RESTRICTED ACCESS.**

Access to certain areas of our website is restricted to members only. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion. If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that your user ID and password are kept confidential. You must notify us in writing immediately if you become aware of any unauthorized use of your account or password. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure. You must not use any other person's user ID and password to access our website, unless you have that person's express permission to do so. We may disable your user ID and password at our sole discretion without notice or explanation.

### **USER GENERATED CONTENT.**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights. You warrant and represent that your user content will comply with these terms and conditions. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law). You

must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website. Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

### **LIMITED WARRANTIES.**

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

### ***PRIVACY.***

Prime Timers is a private, but publicly world known and OUT organization. However, we understand the importance to some members of wanting confidentiality and discretion in their participation in the communications and activities of Prime Timers. We attempt to make sure your personal identifying information is NOT shared, sold, or disclosed to non-members without your consent. PTCV does encourage communication and interaction among fellow members and your provided contact information is shared with other fellow Prime Timer members in our Prime Timers' member only directory, and other Prime Timers' materials such as our member only accessible chapter newsletter, calendar and website pages. We do not publish last names but only last initials on public accessible materials and the public side of our PTCV website. Prime Timers' directory listings are for members' informational purposes only. Members are to keep the directory listings PRIVATE and CONFIDENTIAL AT ALL TIMES. It is a violation of the bylaws to do otherwise, and disciplinary action including loss of membership, may be taken.

If you still need maximum confidentiality, you may elect to hide your information from other members also, by changing your online member account & privacy settings. However, be aware that by choosing to hide your information from fellow Prime Timer members may result in you missing out on communications, activities, birthday and anniversary recognition, and members trying to reach out to include you.

### **MEMBERSHIP**

Like any successful organization, volunteers are the life blood to its continued success. Thus, throughout the year members are needed to assist with various operations, projects and tasks related to the many activities: such as Board positions, leaders and helpers at monthly meetings, various events, newsletter, perhaps starting a new activity for the members in the volunteer's particular field of interest and so on. Over the years we have found that volunteering is the most effective way of meeting members, feeling like one belongs, gaining respect and having fun at the same time.

I understand and agree that if my application for membership in Prime Timers Central Virginia, Inc. (PTCV) is approved, I agree to abide by the PTCV Bylaws, found and downloaded on this

website. Please read the Bylaws. As a member you will be bound by these Bylaws even if you haven't read them.

Approval of membership does not create or vest any property right or interest. My membership and all renewals thereof are further subject to these terms and conditions.

I, as a prospective or renewing member, further understand and agree to be bound as follows:

1) PTCV is a 501(c)(7) tax-exempt organization under the US Internal Revenue Code. If I am accepted into the membership, my actions or omissions in connection with PCTV may reflect upon PTCV; accordingly, I agree that I will, not do any action or refrain from taking any action, in connection with my membership in PTCV that could jeopardize the tax-exempt status of PTCV. Without limitation, I will not engage in any activity on behalf of PTCV that could be deemed to be campaigning, electioneering, and lobbying of any kind. If I am elected to be an officer or director, I will only engage in campaigning, electioneering, and lobbying activities in my personal capacity, clearly denoting that my opinions are solely my own and do not reflect upon any organization with which I am affiliated.

2) Notwithstanding my privacy preferences, if any, indicated on the membership application or online registration, PTCV has no control over the disclosure of my name, image, partner/husband name, or other identifying information by members who are not officers or directors, or by third parties. Even with PTCV's best efforts, there is always a risk of inadvertent disclosure of my name, image, or other identifying information by PTCV or its officers, directors, volunteers, or other members. PTCV is also a social club. Alcohol is consumed at some PTCV events. PCTV does not own or otherwise have control over the venues where PTCV events are held. There are risks involved with each of the foregoing facts, in isolation and in combination. These risks include the risk of personal injury, including bodily harm or death. I knowingly assume these risks, without regard to whether they arise due to the negligence or deliberate acts of PCTV, its officers, directors, members, including myself, or other parties without regard to their affiliation with PTCV.

3\*) I understand that the members only website, newsletter, email, and phone are the ways that PTCV communicates with members and encourages member to member communication and interaction and agree to have any of my name, address, email, phones, or other identifying information automatically added to the PTCV member directory listings available to MEMBERS ONLY.

4\*) I declare that I am a gay or bi-sexual man at least 21 years of age.

5) I will not, unless duly authorized pursuant to the bylaws of PTCV, hold myself out as authorized to bind PTCV for any contractual, financial, legal, tax, or other liability of any kind whatsoever. Further, before so acting, I agree to read, review, and abide by the complete current bylaws and policies of PTCV, and to ask all questions necessary to understand the full scope and limits on any authority that I may be granted or delegated to me.

6) Other than for intentional acts and gross negligence, I hereby waive, release, and discharge PTCV and its directors, officers, members, and employees from any and all claims of every kind and nature whatsoever that may arise in connection with my membership in PTCV, my participation in PTCV events, any breach of this agreement by me, and the actions or omissions of other PTCV members. This includes claims of every nature, including without limitation attorneys' fees, costs, and damages of every kind, whether direct or indirect, compensatory, consequential, punitive, or otherwise.

7) I hereby indemnify and hold harmless PTCV and its officers, directors, and members for all actual, threatened, and anticipated claims that may arise in connection with my membership in PTCV, my participation in PTCV events, any breach of this agreement by me, and any claims I may have arising out of the alleged actions or omissions of other PTCV members. I will promptly pay or reimburse PTCV for all funds paid or awarded to be paid and arising from such claims, including attorneys' fees, costs, and damages, whether direct or indirect, compensatory, consequential, punitive, or otherwise.

8) All disputes arising out of these terms and conditions shall be submitted to binding arbitration as a condition precedent to the right to bring litigation arising out of a breach of these terms and conditions.

These terms and conditions are binding on my heirs, executors, and assigns.

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