

Terms of Use for Individual Members of the PROTEC17 Member Portal

Thank you for being part of the PROTEC17 community! As stated in our mission: We are a member-powered union inspiring action, advancing equity, and building community. To move this mission forward, we have created an online portal for members which includes online discussion boards, forums, and communities. The goal is to have an accessible, connected, secure, and trustworthy place where members can exchange ideas and information, collaborate, and move towards action.

The portal is designed to encourage the lively exchange of ideas and opinions while protecting our union values of respect, dignity and solidarity. These terms of use are written to enshrine those values and will govern your access to, and use of, the portal [members.protec17.org]. Civil dialogue is our priority.

Please read the Terms of Use carefully before you start to use [members.protec17.org]. If you have questions, please contact Deidre Girard, PROTEC17 Communications Director (deidre@protec17.org).

Acceptance of the Terms of Use

These terms of use are entered into by and between You and PROTEC17. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of [members.protec17.org], (the “Website”) including any content, functionality, and services offered on or through the website.

By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy (<https://members.protec17.org/privacy-policy/>), incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you may not access or use the Website. We reserve the right to suspend access to the Website to anyone who violates these Terms of Use.

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, discussion groups, and other interactive features (collectively, “Interactive

Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website. All User Contributions must comply with the rules set out in these Terms of Use.

PROTEC17 Engagement & Community Rules

You agree that you will:

- Treat all members and colleagues fairly and equally.
- Stimulate conversation, be respectful of others’ views, and refrain from personal attacks.
- Respect legitimate intellectual property rights, do not plagiarize work, and give credit to the originators of ideas.
- Don’t share the posts of others without permission.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not PROTEC17, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Discussion Group Etiquette

PROTEC17 strives to create and maintain a community in which people of many different backgrounds and cultures are treated with respect. Please carefully read the items listed in the disclaimer and legal rules below.

By accessing and using the discussion groups, you agree to:

- Be mindful and respectful of others' linguistic backgrounds – while the language for online discussions is mostly English (unless otherwise specified), remember not everybody is a native English speaker/writer.
- Keep subject lines concise and clear so that members can respond appropriately and easily search the archives.

- Include only relevant portions of the original message in replies.
- Only send a message to the entire list if everyone can benefit from it. Do not send “thank you” and “me too” replies to the full list.
- Avoid administrative messages, such as remove me from the list (use the web interface to change your personal settings).
- If relevant, add “Long Message” to the subject line or at the beginning of the message body.
- Not spam several groups or forums with the same message.
- Not publicly post commercial messages.
- Use caution when discussing products. Information posted in groups or forums is available for all members to see. Comments are subject to libel, slander, and antitrust laws.

Content Standards

You may use the Website only for lawful purposes and in accordance with these Terms of Use. These standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations.

User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, gender identity, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy [<https://members.protec17.org/privacy-policy/>].

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by the union or any other person or entity, if this is not the case.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards, PROTEC17 Engagement & Community Rules, and Discussion Group Etiquette set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate PROTEC17, a PROTEC17 employee, another user, or any other person or entity.

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm PROTEC17 or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Data Security:

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any

unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Privacy policy

PROTEC17 is committed to respect the privacy of our members. We do not sell, rent, or share membership information. To learn more, please view our full Privacy Policy (<https://members.protec17.org/privacy-policy/>).

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

Legal Notice

Copyright Infringement

Do not post any information or other material protected by copyright without permission. By posting material, the posting party warrants and represents that they own the copyright with respect to such material or has received permission from the copyright owner. In addition, the

posting party grants PROTEC17 and users of this site the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material.

We will respond to notices of alleged copyright infringement that comply with applicable law.

Monitoring and Enforcement:

PROTEC17 provides communication tools as a service for its members. PROTEC17 is not responsible for opinions and information posted on this site. PROTEC17 does monitor but does not moderate postings on this site, but if any inappropriate posting is brought to the attention of PROTEC17, PROTEC17 reserves the right to take any action that we deem necessary or appropriate, including, without limitation, terminating or suspending access to any user who does not abide by these Terms of Use, threatens the personal safety of users of the Website or the public, infringes any intellectual property right or other right of any person or entity, or could create liability for PROTEC17.

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of

anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS PROTEC17 AND ITS AFFILIATES and LICENSEES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Limitations of Liability

To the extent allowed under law, PROTEC17 (a) disclaims all implied warranties and representations (e.g. warranties of merchantability, fitness for a particular purpose, accuracy of data, and noninfringement); (b) does not guarantee that the communications tools will function without interruption or errors, and (c) provides the communication tools (including content and information) on an “as is” and “as available” basis. To the extent permitted under law (and unless PROTEC17 has entered into a separate written agreement that overrides this contract), PROTEC17 shall not be liable to you or others for any indirect, incidental, special, consequential, or punitive damages, or any loss of data, opportunities, reputation, profits, or revenues, related to the communications tools (e.g., offensive or defamatory statements, downtime or loss, use of, or changes to, your information or content), under any legal theory, arising out of or in connection with your use, or inability to use the Website, any Websites linked to it, any content on the Website or other such websites. In no event shall the liability of PROTEC17 exceed, in the aggregate for all claims, us \$1000. This limitation of liability is part of the basis of the bargain between you and PROTEC17 and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract, law) and even if PROTEC17 has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Indemnification

You agree to defend, indemnify, and hold PROTEC17 harmless, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or

relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.