



**WEB SITE  
TERMS OF USE**

[www.pria.us](http://www.pria.us)

**Effective: August 23, 2010**

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**IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MUST IMMEDIATELY LOG OFF  
OF THE WEB SITE.**

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**2. Acceptance of These Terms of Use.**

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Users of the PRIA.us website can accept these Terms of Service by actually using the Site. You understand and agree that we will treat your use of the Site as acceptance of these Terms of Use from that point forward. You agree that you have the legal right, power and authority to agree to the terms of this Agreement on behalf of yourself and/or your organization.

**3. Disclaimer Regarding Links.**

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## **6. Username and Password.**

To access the PRIA.us member site and your PRIA store account you have been given a Username and a Password. You shall treat your Username and Password as private, confidential and personal and shall safeguard and maintain their confidentiality. You are entirely responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. Use by any other person or entity shall be considered theft. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You shall be liable for any consequences that may result from unauthorized disclosure of your Username and Password, whether intentional, negligent or inadvertent, including but not limited to immediate termination of your membership and liability for liquidated damages. This obligation to maintain confidentiality shall survive the termination of this Agreement.

## **7. Forums, Chat Areas, Blogs and/or Other Message or Communication Services.**

PRIA.us may provide Forums, Chat Areas, Blogs, and/or Message or Communication Services, collectively known as "Communication Services," which are designed to enable you to communicate with others.

You acknowledge that the Communication Services are for public and not private communications, and that you have no expectation of privacy with regard to any submission to a public forum. We cannot guarantee the security of any information you disclose through any of these Communication Services; you make such disclosures at your own risk.

You agree to use the Communication Services only to post, send and receive messages, and material that are proper and, when applicable, related to the particular Communication Service. You agree that when using the Communication Services you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same. You agree to pay for all royalties, fees, and other monies owing any person or entity by reason of any Content posted by you on or through the Communication Services.
- Use any material or information, including images or photographs, which are made available through the Communication Services in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party. You agree to pay for all royalties, fees, and other monies owed to any person or entity by reason of any Content posted by you on or through the Communication Services.
- Upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or the property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages or they have been previously approved in writing by us.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
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- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
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## **8. Liability Disclaimer.**

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Nothing on this Site is intended to be, or is to be construed, as legal advice. If you have legal questions please contact your legal counsel.

#### **10. Changes to the Site.**

PRIA may make changes or improvements to the Content, information, services, products or other materials on this Site at any time without notice.

#### **11. Privacy Policy.**

We are committed to protecting your privacy and security and have explained in detail what we do in our **Privacy Policy**. Please read it.

#### **12. Jurisdictional Issues.**

We operate and control our Site from our offices in Morrisville, North Carolina in the United States of America. We do not represent that materials on this Site are appropriate for use in other locations. Persons who access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

THE PARTIES AGREE TO USE THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURE SET FORTH HEREIN AS THE SOLE MEANS OF RESOLVING ANY DISPUTES ARISING OUT OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER. THE PARTIES WILL ATTEMPT IN GOOD FAITH TO RESOLVE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT PROMPTLY AND INITIALLY BETWEEN THE PARTIES BY NEGOTIATION. IF A DISPUTE IS NOT RESOLVED BY NEGOTIATION, THE PARTIES AGREE TO PARTICIPATE IN AT LEAST FOUR (4) HOURS OF MEDIATION IN ACCORDANCE WITH THE MEDIATION PROCEDURES ESTABLISHED BY THE MEDIATION SERVICES PROVIDER CHOSEN BY THE PARTIES IN WAKE COUNTY, NORTH CAROLINA. THE PARTIES AGREE THAT THEIR PARTICIPATION IN MEDIATION IS A CONDITION PRECEDENT TO ANY PARTY PURSUING ANY OTHER AVAILABLE REMEDY IN RELATION TO THE DISPUTE. ANY PARTY TO THE DISPUTE MAY GIVE WRITTEN NOTICE TO THE OTHER PARTIES OF THEIR DESIRE TO COMMENCE MEDIATION AND A MEDIATION SESSION MUST TAKE PLACE WITHIN THIRTY (30) DAYS AFTER THE DATE SUCH NOTICE IS GIVEN. THE PARTIES AGREE TO EQUALLY SHARE THE COST OF THE MEDIATION WHICH COSTS SHALL NOT INCLUDE COSTS INCURRED BY A PARTY FOR REPRESENTATION BY COUNSEL AT THE MEDIATION. IN THE EVENT THE DISPUTE IS NOT RESOLVED BY MEDIATION, THE PARTIES AGREE TO ARBITRATE THE DISPUTE IN ACCORDANCE WITH THE RULES, PROCESSES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION OFFICE LOCATED IN WAKE COUNTY, NORTH CAROLINA. AND IF THERE IS NONE, SUCH OTHER MUTUALLY AGREEABLE ARBITRATION SERVICE LOCATED IN WAKE COUNTY, NORTH CAROLINA. ALL PARTIES SHALL SHARE THE COSTS OF THE ARBITRATION. IN THE EVENT A PARTY FAILS TO PROCEED WITH ARBITRATION, UNSUCCESSFULLY CHALLENGES THE ARBITRATOR'S AWARD OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD THE OTHER PARTIES ARE ENTITLED TO COSTS OF SUIT, INCLUDING REASONABLE ATTORNEY'S FEES FOR HAVING TO COMPEL ARBITRATION OR DEFEND OR ENFORCE THE AWARD.

#### **13. Miscellaneous.**

This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to conflict of law principles, thereof, and be limited to the exclusive jurisdiction and venue of the state or federal courts located in Morrisville, North Carolina and shall benefit and be binding upon the parties hereto and their respective successors and assigns.

If any of these Terms of Use are found to be unlawful, void, or for any reason unenforceable, that provision will be considered severed from the remaining provisions and will not affect the validity

or enforceability of the remaining provisions.

This is the entire Agreement between you and us governing your access to, dealings with, and use of this Site.

Any failure by PRIA to assert any rights it may have under these Terms of Use does not constitute a waiver of our right to assert the same or any other right at any other time or against any other person or entity.

This Agreement may be modified only by our posting of changes to these Terms of Use.

Any inquiries regarding these Terms of Use should be directed to: [coordinator@pria.us](mailto:coordinator@pria.us).