

Security and Privacy Conditions of Use

Last updated: December 11, 2013

Welcome to Unicomemphischapter.org (UMCF). UNICO Memphis Chapter Foundation, Inc. and/or its affiliates ("UMCF") provide website features and services to you when you visit or shop at UMCF.com, use UMCF products or services, use UMCF applications for mobile, or use software provided by UMCF in connection with any of the foregoing (collectively, "UMCF"). UMCF provides the UMCF subject to the following conditions.

By using UMCF, you agree to these conditions. Please read them carefully.

We offer a wide range of UMCF, and sometimes additional terms may apply. When you use a UMCF Service (for example, Your Profile, Gift Cards, UMCF Instant Video, Your Media Library, or UMCF applications for mobile) will be subject to the guidelines, terms and agreements applicable to that UMCF Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

PRIVACY

Please review our Privacy Notice, which also governs your use of UMCF, to understand our practices.

ELECTRONIC COMMUNICATIONS

When you use any UMCF Service, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through the other UMCF. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included in or made available through any UMCF Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is the property of UMCF or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any UMCF Service is the exclusive property of UMCF and protected by U.S. and international copyright laws.

TRADEMARKS

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any UMCF Service are trademarks or trade dress of UMCF in the U.S. and other countries. UMCF's trademarks and trade dress may not be used in connection with any product or service that is not UMCF's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits UMCF. All other trademarks not owned by UMCF that appear in any UMCF Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by UMCF.

PATENTS

One or more patents owned by UMCF apply to the UMCF and to the features and services accessible via the UMCF. Portions of the UMCF operate under license of one or more patents. The UNICO National logo is the property of UNICO National and the UNICO National Foundation.

LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and your payment of any applicable fees, UMCF or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the UMCF. This license does not include any resale or commercial use of any UMCF Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any UMCF Service or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by UMCF or its licensors, suppliers, publishers, rightsholders, or other content providers. No UMCF Service, nor any part of any UMCF Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of UMCF. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of UMCF without express written consent. You may not use any meta tags or any other "hidden text" utilizing UMCF's name or trademarks without the express written consent of UMCF. You may not misuse the UMCF. You may use the UMCF only as permitted by law. The licenses granted by UMCF terminate if you do not comply with these Conditions of Use or any Service Terms.

YOUR ACCOUNT

If you use any UMCF Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. UMCF does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the UMCF only with involvement of a parent or guardian. Alcohol listings on UMCF are intended for adults. You must be at least 21 years of age to purchase alcohol, or use any site functionality related to alcohol. UMCF reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Visitors may post reviews, comments, photos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. UMCF reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant UMCF a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant UMCF and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify UMCF for all claims resulting from content you supply. UMCF has the right but not the obligation to monitor and edit or remove any activity or content. UMCF takes no responsibility and assumes no liability for any content posted by you or any third party.

COPYRIGHT COMPLAINTS

UMCF respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please send an email to mjspano@bellsouth.net.

RISK OF LOSS

All items purchased from UMCF are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

RETURNS, REFUNDS AND TITLE

UMCF does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, UMCF does not take title to the refunded item. **PRODUCT DESCRIPTIONS**

UMCF attempts to be as accurate as possible. However, UMCF does not warrant that product descriptions or other content of any UMCF Service is accurate, complete, reliable, current, or error-free. If a product offered by UMCF itself is not as described, your sole remedy is to return it in unused condition.

PRICING

Except where noted otherwise, the List Price or Suggested Price displayed for products on any UMCF Service represents the full retail price listed on the product itself, suggested by the manufacturer or supplier, or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere. The List Price or Suggested Price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day. For certain items that are offered as a set, the List Price or Suggested Price may represent "open-stock" prices, which means the aggregate of the manufacturer's estimated or suggested retail price for each of the items included in the set. Where an item is offered for sale by one of our merchants, the List Price or Suggested Price may be provided by the merchant.

With respect to items sold by UMCF, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by UMCF is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Other merchants may follow different policies in the event of a mispriced item.

We generally do not charge your credit card until after your order has entered the shipping process or, for digital products, until we make the digital product available to you.

With respect to donations your credit card will be charged at the conclusion of the donation process.

UMCF SOFTWARE TERMS

In addition to these Conditions of Use, the terms apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with UMCF (the "UMCF Software").

Additional UMCF Software Terms

1. **Use of the UMCF Software.** You may use UMCF Software solely for purposes of enabling you to use and enjoy the UMCF Services as provided by UMCF, and as permitted by the Conditions of Use, these Software Terms and any Service Terms. You may not incorporate any portion of the UMCF Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sublicense the UMCF Software or otherwise assign any rights to the UMCF Software in whole or in part. You may not use the UMCF Software for any illegal purpose. We may cease providing any UMCF Software and we may terminate your right to use any UMCF Software at any time. Your rights to use the UMCF Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Service Terms. Additional third party terms contained within or distributed with certain UMCF Software that are specifically identified in related documentation may apply to that UMCF Software (or software incorporated with the UMCF Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any UMCF Service is the property of UMCF or its software suppliers and protected by United States and international copyright laws.
2. **Use of Third Party Services.** When you use the UMCF Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
3. **No Reverse Engineering.** You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the UMCF Software, whether in whole or in part, or create any derivative works from or of the UMCF Software.
4. **Updates.** In order to keep the UMCF Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.
5. **Export Regulations; Government End Users.** You must comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities that may apply to the UMCF Software. If you are a U.S. Government end user, we are licensing the UMCF Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the UMCF Software are the same as the rights we grant to all others under these Conditions of Use.

OTHER BUSINESSES

Parties other than UMCF operate stores, provide services, or sell product lines on this site. In addition, we provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. UMCF does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE UMCF AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE UMCF ARE PROVIDED BY UMCF ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. UMCF MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE UMCF, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE UMCF, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE UMCF IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, UMCF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UMCF DOES NOT WARRANT THAT THE UMCF, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE UMCF, UMCF'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM UMCF ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UMCF WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY UMCF SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY UMCF SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

DISPUTES

Any dispute or claim relating in any way to your use of any UMCF Service, or to any products or services sold or distributed by UMCF or through unicomemphischapter.org will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to UNICO Memphis Chapter Foundation, Inc. 8970 Davies Plantation Rd Bartlett, TN 38133. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$1,000 unless the arbitrator determines the claims are frivolous. Likewise, UMCF will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in Shelby County, TN or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any UMCF Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Tennessee, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and UMCF.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS

UNICO Memphis Chapter Foundation, Inc.
8970 Davies Plantation Rd.
Bartlett, TN 38133-4228
<http://unicomemphischapter.org>

How to Serve a Subpoena

If you have a subpoena to serve on UMCF, please note that UMCF does not accept service via e-mail or fax and will not respond to the subpoena. All subpoenas must be properly served by mailing the subpoena to the UNICO Memphis Chapter Foundation Inc. Please find below the Tennessee address.

UNICO Memphis Chapter Foundation, Inc.
8970 Davies Plantation Rd.
Bartlett, TN 38133-4228
Attn: Legal Department – Subpoena

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. That information will include, for example, e-mail and/or credit card number used to make purchases for retail purchase information; the name, e-mail, and physical address of a seller for seller information; Kindle serial number for Kindle information (please note we do not have GPS location information); and IP address and complete time stamp for AWS information.

Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint using our online form. We respond quickly to the concerns of rights owners about any alleged infringement.

If you prefer to submit a report in writing, please provide us with this information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- 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;
- 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.

UMCF's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

UNICO Memphis Chapter Foundation, Inc.
8970 Davies Plantation Rd.
Bartlett, TN 38133-4228
Attn: Legal Department – Copyright
phone: (901) 372-8869
fax: (901) 385-8634

Please note that this procedure is exclusively for notifying UMCF that your copyrighted material has been infringed.

Additional UMCF Software Terms

1. **Use of the UMCF Software.** You may use UMCF Software solely for purposes of enabling you to use and enjoy the UMCF as provided by UMCF, and as permitted by the Conditions of Use, these Software Terms and any Service Terms. You may not incorporate any portion of the UMCF Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-

license the UMCF Software or otherwise assign any rights to the UMCF Software in whole or in part. You may not use the UMCF Software for any illegal purpose. We may cease providing any UMCF Software and we may terminate your right to use any UMCF Software at any time. Your rights to use the UMCF Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Service Terms. Additional third party terms contained within or distributed with certain UMCF Software that are specifically identified in related documentation may apply to that UMCF Software (or software incorporated with the UMCF Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any UMCF Service is the property of UMCF or its software suppliers and protected by United States and international copyright laws.

2. **Use of Third Party Services.** When you use the UMCF Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
3. **No Reverse Engineering.** You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the UMCF Software, whether in whole or in part, or create any derivative works from or of the UMCF Software.
4. **Updates.** In order to keep the UMCF Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.
5. **Export Regulations; Government End Users.** You must comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities that may apply to the UMCF Software. If you are a U.S. Government end user, we are licensing the UMCF Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the UMCF Software are the same as the rights we grant to all others under these Conditions of Use.