

American Labor Alliance Terms Of Use

Terms of Use

Welcome to the American Labor Alliance.life website (the “Website”) of American Labor Alliance, the referral marketing arm of American Labor Alliance (“American Labor Alliance” or “us” or “we”). You (the “User”) have requested access to the Website, the Services (defined below) that we provide through the Website and information, images, graphics, data, text, files, links, photographs, graphics, audio, video, messages, software, messages, communications, content, organization, design, compilation, magnetic translation, digital conversion, HTML, XML, Java code and other content related to the Website (collectively “Content”). Please carefully read the terms and conditions of use of the Website and Content (these “Terms of Use”). Your access and use of the Website and Content is conditioned on your acceptance and agreement without modification to these Terms of Use. By clicking the “I Accept” button below, you agree to be bound by these Terms of Use. By clicking the “I Do Not Accept” button below, you will not be permitted access to the Website. Please note that other portions of the Website may contain additional and/or different terms and conditions of use.

Access

We may provide you with a variety of resources, such as news and information about American Labor Alliance, your account information, the ability to communicate electronically with American Labor Alliance, and access to services and information available from time to time on or through the Website (the “Services”). We reserve the right in our sole and absolute discretion to terminate, modify, or suspend your access to the Website, Content or Services at any time (for any reason, or for no reason). In particular, and without limitation, we may terminate, modify, or suspend your access to the Website, Content and/or Services upon your non-compliance with these Terms of Use, and, if you are a American Labor Alliance Representative or American Labor Alliance Member-Associate, your Application and Agreement (the “American Labor Alliance Agreement”) or if you violate our rights or the rights of any other party.

Privacy

Our Privacy Policy is incorporated into, and made a part of, these Terms of Use.

Conduct

You represent and warrant that (a) you are at least 18 years of age, (b) your use of the Website and Content is legal in, and does not violate any laws or rules of, the jurisdictions in which you reside or from which you use or otherwise access the Website, (c) all information (if any) provided by you to us is correct, (d) you possess the legal right and ability to enter into these Terms of Use, (e) your use of the Website and Content shall be in accordance with these Terms of Use (and if you are a American Labor Alliance Representative or American Labor Alliance Member-Associate, the American Labor Alliance Agreement and the Policies and Procedures), (f) your use of the Website and Content shall be in accordance with all applicable laws and

regulations, (g) you are capable of assuming, and do assume, any risks related to the use of the Website and Content, and (h) you understand and accept the terms, conditions and risks relating to the use of the Website and Content. You may not copy, transmit, distribute, sell or publish any or all of the Website, Content or Services, without our prior, express and written consent. In your use of the Content, such as printing it, you may not remove or alter, or cause to be removed or altered, any notice, mark, or legend in or on the Content, including, but not limited to, copyright notices, trademarks, and disclaimers. You may not create derivative works of the Website or Content. In connection with your access to, and/or use of, the Website and Content, you agree not to: (i) Use the Website, Content or Services, in whole or in part, except as expressly provided in these Terms of Use or use the Website or Content for any purpose that is unlawful, immoral, or prohibited by these Terms of Use or any applicable local, state, or federal law, rule, or regulation; (ii) Use the Website, Content or Services in any manner that could damage, disable, overburden, or impair the Website, Content or Services, or interfere with any other party's use and enjoyment of the Website, Content or Services; (iii) Obtain, or attempt to obtain, any materials, information, or other Content through any means not intentionally made available or provided for through the Website; (iv) Circumvent, or attempt to circumvent, any security feature of the Website; (v) Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever; (vi) Upload, e-mail or otherwise transmit to or through the Website or Services, any advertising, promotional, or other unauthorized communication, including, without limitation, "junk mail," "surveys," unsolicited e-mail, "spam," "chain letters," or "pyramid schemes"; (vii) Upload, post, email, or otherwise transmit any material that contains "trojan horses," "worms," software viruses, or any other computer code, files, or programs designed to or that might interrupt, destroy, interfere or limit the functionality of the Website, Content or Services, or any computer software or hardware or telecommunications equipment; (viii) Use any automated means, including, but not limited to, electronic "spiders," "robots," or "crawlers," to download data from any of our databases; or (ix) Incorporate data from any of our databases into any emails or other "white pages" products or services, whether browser-based, based on proprietary client-side applications, or web-based, without our prior, express and written consent.

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Indemnification

You shall indemnify, defend, and hold us, our affiliates and our licensors, owners, officers, directors, employees, subcontractors, information providers, suppliers, attorneys, agents, parents, subsidiaries and affiliated entities, and the owners, officers, directors, employees, subcontractors, attorneys, agents, parents, subsidiaries and affiliated entities of each of them (collectively, "our Affiliated Parties") harmless from any

liability, loss, claim, damages, suit, judgment, cost or expense, including, but not limited to, reasonable attorneys' fees, related to your (a) failure to comply with any of these Terms and Conditions or (b) use of the Website or Content. We have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Terms and Conditions, the Website, or your access to or use of the Website or Content.

Disclaimers

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FURTHER, WE AND OUR LICENSORS MAKE NO REPRESENTATION OR WARRANTIES THAT THE CONTENT OR THE SERVICES OR THE MATERIALS AND TECHNOLOGY AVAILABLE ON OR THROUGH THE WEBSITE ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE WEBSITE, THE SERVICES OR ANY MATERIALS OR TECHNOLOGY AVAILABLE ON OR THROUGH THE WEBSITE OUTSIDE THE UNITED STATES OF AMERICA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION, EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES. NEITHER WE NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT SITE, ITS SERVERS OR ANY E-MAIL SENT FROM THE WEBSITE OR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Use of Services

By way of example, and not as a limitation, you agree that when using our Content, Services or any other portion of the Website, you will not:

(i) Modify, delete, decompile, disassemble or reverse engineer the Website, Content or Services in any way whatsoever; (ii) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (iii) Use the Services except as expressly provided in these Terms of Use or publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Website or Content to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information; (iv) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; (v) Upload files that contain viruses, corrupted files, or any other similar software or program that may damage the operation of another's computer; (vi) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Service specifically allows such messages; (vii) Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication; (viii) Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner; (ix) Falsify or delete any 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; (x) Restrict or inhibit any other user from using and enjoying the Services or any other portion of the Website or Content; (xi) Violate any code of conduct or other guidelines that may be applicable for any particular Service or any other portion of the Website or Content; (xii) Harvest or otherwise collect information about others, including, but not limited to, email addresses, without their prior, express, and written consent; (xiii) Violate any applicable laws, rules or regulations; (xiv) Use the Services if you are located in a country embargoed by the U.S. or are on the U.S. Treasury Department's list of Specially Designated Nationals; or (xv) Share your password, let

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We have no obligation to monitor the Services, the Website or Content. However, we reserve the right to review materials posted to a Service and to remove any materials in our sole discretion. We assume no liability relating to our monitoring acts or omissions. We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, rule, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in our sole discretion. Materials uploaded to a Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

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We reserve the right to take any and all action we deem appropriate if we become aware of conduct that we believe does not conform to the requirements of this policy, any agreement pursuant to which you use our Services or any software that utilizes them, these Terms of Use for the Website or applicable law.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY CONTENT OR OTHER INFORMATION OR SERVICE RELATED TO THE WEBSITE AND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR LITIGATION), (I) ARISING FROM ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE CONTENT OR OUR PRODUCTS OR SERVICES, (II) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE OR CONTENT, OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, CONTENT, OR RELATED SERVICES, OR FROM THE USE OR MISUSE OF ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, RELATED GRAPHICS, AND CONTENT OBTAINED THROUGH THE WEBSITE, (III) ANY INCORRECT OR MISSING INFORMATION OR DATA, OR (IV) OTHERWISE ARISING OUT OR RESULTING FROM LOSS OF YOUR DATA OR INFORMATION, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVERS, SATELLITES, INTERNET SERVICE PROVIDERS, WEBSITES, OR OTHER CONNECTIONS, OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE

TRANSMISSIONS, OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE TERMS OF USE.

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Linking to Our Corporate Site

If you are a American Labor Alliance Representative or American Labor Alliance Member-Associate, you are granted a limited, non-exclusive right to create a hypertext link to the Website from the self-replicating website we provide to you, provided such link is in compliance with these Terms of Use, the American Labor Alliance Agreement and our Policies and Procedures. You cannot create an impression that any subdomain on the Website is part of your website. This limited right may be revoked at any time.

Modification

We reserve the right, in our sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. You should read these Terms of Use periodically for changes. If you use the Website after we post changes to these Terms of Use, you will be deemed to have accepted the changed Terms of Use.

Governing Law

These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to conflicts of law principles. Any cause of action by you with respect to the Website must be instituted within two years after the cause of action arose or be forever waived and barred. Any legal action concerning these Terms of Use shall be brought in the state and federal courts located in Fresno County, California. The parties hereby consent to such jurisdiction and venue.

Relief Available for Violation

In the event of an actual or threatened violation of these Terms of Use, these Terms of Use may be enforced by injunctive relief or specific performance without proof of actual damages but upon proof of all other requirements for the grant of such relief, in addition to any and all other available remedies.

Miscellaneous

The provisions of these Terms of Use are severable, and in the event any provision of these Terms of Use is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. Our waiver of a breach of any provision of these Terms of Use by you shall not operate or be construed as a waiver by us of any subsequent breach by you.

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proceedings based upon, or relating to, these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English as spoken in the United States. BY USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN, AS AMENDED FROM TIME TO TIME.