

Our Terms of Use

The NASS website is a service (called the “Service” hereafter) designed to bring you educational, historical and recent developments about sundials and the people who make and design them. The Service is operated by the North American Sundial Society, a not for profit 501 (c) 3 organization, known herein as “NASS”, “we” or “our.” By using our Service, you agree to be bound by these Terms of Use.

We ask that you read these Terms of Use carefully before using the Service. If you do not accept these Terms of Use, you may not use the Service.

The Service continually grows and changes to bring you the best in sundial information, and thus the Terms of Use are subject to change by NASS at any time. You can see when it has been changed by looking at the “Latest Update” on the bottom of this page. If you keep using the Service afterward, we assume that you have accepted the new Terms of Use.

Use of the Service

You may use this Service solely for personal, educational and non-commercial purposes. If you want to use the Service in any other manner, you are required to obtain a separate agreement between you and NASS for specific consent.

In order to comprehensively cover the world of sundialing, the Service contains information on establishments and businesses, public services, artisans, sundials throughout North America and the world, as well as news, feature stories, images, and third party links and content, as well as other materials. NASS makes no guaranty that such information is accurate and your use of the information we provide is at your own risk. If you think something looks incorrect or violates a copyright, please let us know.

You agree that you will not hold NASS liable for any inaccurate, incomplete, outdated or missing information on the Service.

Registration

We want everyone to enjoy the NASS website, so you may use the Service without registration (known as a “public user”). However, in order to access some aspects of the Service, such as downloading a digital copy of NASS quarterly journal, *The Compendium*, you will need to obtain a subscription. With the subscription, you will be given access your latest *Compendium* copy and digitally related material. You may not allow others to use your subscription account and you may not assign or otherwise transfer your account to any other person or entity without NASS consent.

Sundial Registry Submission

NASS website is a content managed website that allows you to submit new sundial information and upload photos for the NASS Sundial Registry (all of which we call "Content").

When submitting Content, NASS believes in transparency, and we ask that all your submission information be truthful. By providing your email address to NASS, you expressly consent to receive emails from us. We may use email to communicate with you to determine additional information about submitted sundials for the NASS Sundial Registry.

When you provide sundial information, you still own that Content. However, you hereby grant NASS non-exclusive rights to use, redact, republish, copy, perform and distribute your Content (but not including your name or email address without consent), including any intellectual property contained therein, in any medium now known or hereinafter developed without payment or compensation to you and without seeking any further approval from you. In no event shall we be required to seek your approval or provide you with any compensation in connection with such uses. You acknowledge that nothing contained within your Content would require us to seek permission of a third party in order to use the Content as described in these Terms of Use. This may sound like a lot, but these rights are primarily designed to give us legal protection.

Privacy

Your voluntary Personal Information is not released to the public, but is used for contact from our NASS Sundial Registrar to determine additional information or photos bearing upon the submitted sundial registration Content. We will not release or sell your Personal Information to any third party.

Please note that we reserve the right to access and/or disclose Personal Information and non-personal information we gather as required by law or to the extent necessary for us to investigate suspected fraud, harassment or other violations of any law, rule or regulation, or the Service rules or policies.

Acceptable Use Policy

Communities thrive when people care about each other, and as such, NASS expects all of its users to be respectful of others. If you notice any violation of this Acceptable Use Policy or other unacceptable behavior by any user, please report it to sundial.society+webmaster@gmail.com

You are solely responsible for the Content that you post on the Service or transmit to others such as the NASS Sundial Registrar. By using the Service, you agree that you will

not hold NASS responsible or liable for any Content from other users that you access on the Service.

While we encourage people to be honest and post new or updated sundial information and photos, there are some types of Content that cannot be allowed on the NASS website. The following are examples and the list is not intended to be exhaustive. Without limitation, you agree that you will not post or transmit to NASS or other users anything that contains Content that:

- is defamatory, abusive, obscene, profane or offensive;
- infringes or violates another party's intellectual property rights (such as music, videos, photos or other materials for which you do not have written authority from the owner of such materials to post on the Service);
- violates any party's right of publicity or right of privacy;
- is threatening, harassing or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- promotes or encourages violence;
- is inaccurate, false or misleading in any way;
- is illegal or promotes any illegal activities;
- promotes illegal or unauthorized copying of another person's copyrighted work or links to them or providing information to circumvent security measures;
- contains "masked" profanity (e.g., F@&#)
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

You are not allowed to put malicious files on the website or

- access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available by the Service
- intentionally place files that redirect or disrupt the Service or violate any applicable Laws related to the access or use of the Service
- violate any requirements, procedures, policies, or regulations of networks connected to the Service or engage in any activity prohibited by the Terms
- insert Material that contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

In simple terms, this comes to three main policies: "Keep it clean," "Don't try to trick people," and "Treat others as you'd like to be treated."

NASS will make all determinations as to what Content is appropriate at its sole discretion. We may include, edit or remove any Content at any time without notice. In keeping with our "Don't trick anyone" request, you may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or

otherwise reproduce, store or distribute content available on the Service. Further, you may not use any such automated means to manipulate the Service or attempt to exceed the limited authorization and access granted to you under these Terms of Use. You may not resell use of, or access to, the Service to any third party.

Links

In order to provide you with as much relevant information on sundials as possible, the Service may contain links to other websites not maintained by us. The links may include listings that provide you with further information, or links that have been included in materials uploaded to the Service by a party other than NASS.

NASS is not responsible for the privacy practices, content, content accuracy, usefulness, safety, or intellectual property rights of these third-party sites. When you link away from our Service, you do so at your own risk and should read the policies of such other websites. And just like when you visit any Internet site, by using NASS you acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent or objectionable. If you object to this possibility, you should not use the Service.

Security

We cannot guarantee that communications between you and NASS or information stored on the Service or our servers will be free from unauthorized access by third parties such as hackers and your use of the Service demonstrates your assumption of this risk. We have put in place reasonable physical, electronic, and managerial procedures to safeguard the information we collect. For more information on protecting your privacy, please visit www.ftc.gov/privacy

Termination of Access

We want to keep NASS a safe and friendly place, so in addition to any right or remedy that may be available to us under these Terms of Use or applicable law, we may suspend, limit or terminate your account, or all or a portion of your access to the Service, at any time with or without notice and with or without cause. In addition, we may refer any information on illegal activities, including your identity (name and email), to the proper authorities.

Proprietary Rights

NASS is the exclusive owner of all copy, software, graphics, designs and all copyrights, trademarks and other intellectual property or proprietary rights contained on or used in connection with the Service. Except as set forth herein, you agree not to copy, distribute, modify or make derivative works of any materials without the prior written consent of the

owner of such materials. All rights not granted under these Terms of Use are reserved by NASS.

We grant to teachers, educators, museums, and not-for-profit organizations non-exclusive rights to republish individual articles, download material, photos, and data in the NASS Sundial Registry for the study of sundials, provided the republication includes a full bibliographic reference to its original NASS publication or web citation and a notice of the North American Sundial Society's (NASS) copyright. The right to republish does not extend to material for which NASS is not the copyright holder.

Digital Millennium Copyright Act ("DMCA") Notice

We respect the copyright interests of others, and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Service. If you believe any materials on the Service infringe a copyright, you should provide us with written notice that at minimum contains:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please let us know about copyright issues by sending all DMCA notices to:

Robert L. Kellogg

NASS Webmaster

10629 Rock Run Drive

Potomac, Maryland 20854

Email: nass_webmaster@sundials.org

No Warranties

The Service, including all content made available on or accessed through the Service, is provided “as is” and we make no representations or warranties of any kind whatsoever for the content on the Service. Further, to the fullest extent permissible by Law, we disclaim any express or implied warranties, including, without limitation, non-infringement, title, merchantability or fitness for a particular purpose.

We do not warrant that the functions contained in the service or any Materials or content contained therein will be completely secure, uninterrupted or error free, that defects will be corrected, or that the Service or the Server that makes it available is free of viruses or other harmful components. We shall not be liable for the use of the Service, including, without limitation, the content and any errors contained therein provided by Third Parties.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason, or if we are otherwise found to be liable to you in any manner, then our aggregate liability for all claims under such circumstances for liabilities, shall not exceed the cost of a one-year subscription to the digital NASS journal *The Compendium*.

Indemnity

We made these Terms for a reason. Therefore, we can't be held responsible if you disregard them. You agree to defend, indemnify and hold harmless NASS, its officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: any breach by you of any of these Terms of Use; your use of Materials or features available on the Service (except to the extent a claim is based upon infringement of a Third Party right by materials created by NASS); or a violation by you of applicable law or any agreement or terms with a Third Party to which you are subject.

Governing Law

NASS is incorporated in the state of Maryland the laws and therefore the state of Maryland shall govern these Terms of Use. YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN MARYLAND FOR ALL MATTERS ARISING IN CONNECTION WITH THESE TERMS OF USE OR YOUR ACCESS OR USE OF THE SERVICE.

Any claims asserted by you in connection with the Service must be asserted in writing to NASS within one (1) year of the date such claim first arose, or such claim is forever waived by you. Each claim shall be adjudicated individually, and you agree not to combine your claim with the claim of any third party.

Severability

We consider our Terms of Use to exist as individual parts of a larger whole. If any part of these Terms of Use are held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use. This means that even if one part of the Terms is judged unsound, the rest still apply.

Waiver and Remedies

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Use by you shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Use. Our rights and remedies under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

Translation: If you do something that's prohibited by these Terms of Use but don't get caught, that's doesn't mean it's OK, it just means we didn't catch you. There's still a perfectly good chance that we will catch you the next time and it won't be OK.

Contact Information

If you have any questions or comments about our Terms of Use or anything else, you may contact:

Robert L. Kellogg
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Potomac, Maryland 20854
Email: sundial.society+webmaster@gmail.org