

# Life Jacket Association Website Terms of Use

Last Modified: February 3, 2023

Thank you for being part of the Life Jacket Association (LJA) Community. To ensure the best possible experience for all members, we have established some basic guidelines for participation. This Terms of Use document represents an agreement between you and the LJA which covers appropriate uses of the LJA website.

## **Acceptance of the Terms of Use**

These Terms of Use are entered into by and between you and the LJA. The following terms and conditions govern your access to and use of this website. This document, along with the LJA Website Privacy Policy, incorporated herein by reference, shall govern your access to the LJA website. By joining and using this online community, you agree that you have read and will follow these Terms of Use. If you do not agree, then you must not access or use this website.

You also agree to reserve discussions and shared files and content to that best suited to the medium. This is a great platform with which to solicit the advice of your peers, benefit from their experience, and participate in ongoing conversation. Any questions should be directed to the LJA Community Manager via the Contact Us link on this site.

Please read the Terms of Use carefully before you start to use the website. If you have questions, contact the member services department. To preserve an environment that encourages both civil and fruitful dialogue, we reserve the right to suspend or terminate membership in this community for anyone who violates the rules set forth in this Terms of Use.

## **Changes to the Terms of Use**

The LJA may change, update, or otherwise amend these Terms of Use in our discretion. All changes are effective immediately when they are posted and shall apply to all access to and use of the website thereafter. Your continued use of the website following any revision to the Terms of Use indicates your acceptance and agreement to the changes. Users should periodically review these terms to ensure they are current in their understanding.

# THE RULES

## General

Respect others. Focus on the content of posts and not the people making them. Please extend the benefit of the doubt to newer guests and members; there's no such thing as a stupid question.

Respect the purpose of the community. Use the community to share successes, challenges, constructive feedback, questions, and goals instead of products or services that you provide. Commercial messages in discussions, library entries, or elsewhere will be removed. This includes links intended to gather leads by collecting email addresses or other contact information in exchange for resources, webinars, etc.

Use caution when discussing products. Information posted on the discussion groups and in the libraries is available for all to see, and comments are subject to libel, slander, and antitrust laws.

All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything that you would not want the world to see or that you would not want anyone to know came from you.

Respect intellectual property. Post content that you have personally created or have permission to use and have properly attributed to the content creator.

When posting items in our collaborative environment, please indicate if the item is not available for reuse. It's also advisable to contact the owner of any material if you would like to reuse it.

Post your message or documents only to the most appropriate communities. This helps ensure all messages receive the best response by eliminating "noise."

## Monitoring and Enforcement of the Rules

For any violation of the above-mentioned rules, the LJA implements a documented three-strike rule process as outlined below:

- Strike 1: A written warning and moderation of the content for either editing or removal.
- Strike 2: A written warning, removal of the content, in-person discussion with appropriate Life Jacket Association staff, and 30-day suspension from LJA from day of infraction.
- Strike 3: A written warning, removal of the post, in-person discussion with appropriate Life Jacket Association staff, and LJA account deactivation.

The LJA reserves the right to remove any user contributions for any or no reason in the LJA's sole discretion. The LJA cannot reasonably review all material before it is posted on the website and cannot ensure prompt removal of objectionable material after it has

been posted. The LJA does not, on its own, undertake editorial control of postings. The LJA assumes no liability for any action or inaction regarding transmissions, communications, or content that is provided by any user or third party. However, if any inappropriate posting is brought to the attention of the LJA, all appropriate action shall be taken to remove the content as soon as possible.

## DISCUSSION GROUP ETIQUETTE

State concisely and clearly the topic of your comments in the subject line. This allows members to respond appropriately to your posting and makes it easier for members to search by subject.

Send messages such as "thanks for the information" or "me, too" to individuals, not to the entire list. Do this by using the "Reply to Sender" link in every message.

Do not send administrative messages, such as "remove me from the list," to the group. Instead, change your settings or remove yourself from a community. If you are changing email addresses, you do not need to remove yourself from the list and rejoin under your new email address.

## THE LEGAL STUFF

This site is provided as a service for the members of the LJA and the recreational boating safety community.

### Reliance on Information Posted Disclaimer of Warranties

The information posted on or through this website is made available solely for general information purposes. The LJA is not responsible for the opinions and information posted on this site by others. The LJA does not warrant the accuracy or completeness of information. **Any reliance you place on such information is strictly at your own risk.** The LJA disclaims all liability and responsibility arising from any reliance placed on such materials.

### Disclaimer of Warranties

TO THE FULLEST EXTENT PROVIDED BY LAW, LJA DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE LJA OR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SERVICE PROVIDERS, OR AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, 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, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

### **Indemnification**

You agree to defend, indemnify, and hold harmless the LJA, its affiliates, licensors, and service providers, and its respective officers, directors, employees, agents, successors, licensors, affiliates, and assigns from any claims, liabilities, judgments, damages, losses, expenses, or fees arising out of your violation of these Terms of Use. This includes but is not limited to user contributions and use of the website's content.

### **Governing Law and Jurisdiction**

All matters that relate to the website or its Terms of Use and any dispute or claim arising out of such use shall be governed in accordance with the laws of Kentucky. Any legal action arising out of or relating to this website, or its Terms of Use shall be instituted exclusively in the federal courts of the state of Kentucky, in each case located in the city of Lexington and the county of Fayette. You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Content**

Do not post any defamatory, abusive, profane, threatening, offensive, illegal materials, or any content that would violate the legal rights of others. Do not post any information or other material protected by copyright without the permission of the copyright owner. By posting material, the posting party warrants and represents that he or she owns the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants the LJA and users of this site the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material.

Messages should not be posted if they encourage or facilitate members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost

data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers.

The LJA reserves the right to terminate access to any user who does not follow these guidelines.

### **User Contributions**

This website contains interactive features that allows users to transmit information to other users on or through the website. Any user contribution posted to the site will be considered non-confidential and non-proprietary. By providing any contribution on the website, a user grants the LJA and their affiliates, licensees, successors, and assigns the right to use, reproduce, modify, display, and otherwise disclose to third parties any such material.

Users acknowledge and understand that they are responsible for any contributions they submit and have full responsibility for such content. The LJA is not responsible or liable for the content or the accuracy of any user content posted to the website.

### **User Information**

All information collected on this website is subject to the LJA Website Privacy Policy. By using this website, you consent to all actions taken by the LJA with respect to your information in compliance with the LJA Website Privacy Policy.

### **Changes to the Website**

The LJA reserves the right to withdraw or amend this website and any service or material provided on the website, in the LJA's sole discretion without notice. The LJA will not be liable for any part of the website that is unavailable at any time or for any period.

### **Linking to the LJA Website**

Users may link to the LJA homepage, provided such reference is used fairly and legally and does not damage the reputation of the LJA. However, users may not use a link to suggest any form of association, approval, or endorsement of the LJA without express written consent.

### **Links from the Website**

Links on this site are being provided as a convenience and for informational purposes only; they do not constitute an endorsement or an approval by the LJA of any of the products, services or opinions of the corporation or organization or individual. The LJA bears no responsibility for the accuracy, legality, or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.

### **Specific Resource(s)**

The Guide for Multiple Use Waterway Management (Third Edition) is produced under a grant from the Sport Fish Restoration and Boating Trust Fund administered by the United States Coast Guard (U.S. Coast Guard, or USCG). For more information, visit [www.uscgboating.org](http://www.uscgboating.org). Reference in this Guide to any specific commercial products, processes, or services, or the use of any trade, firm, or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by the U.S. Coast Guard.

### **Intellectual Property Rights**

This website and all content, functionality, and features are owned by the LJA, its licensors, or other providers of such materials and are protected by United States copyright, trademark, patent, trade secret and other intellectual property laws. These Terms of Use permit you to use the website for your personal, non-commercial use only. You must not access or use for any commercial purposes any part of the website or any services or materials that are made available through the website.

### **Severability**

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions of this Terms of Use shall continue to have full force and effect.

### **Entire Agreement**

The Terms of Use and the LJA Website Privacy Policy constitute the sole and entire agreement between you and the LJA regarding the website.