

Productivity & Organizing Interactive Networking Tool User Agreement

PLEASE READ THIS USER AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THIS USER AGREEMENT LIMITS NAPO'S LIABILITY AND YOUR REMEDIES.

This User Agreement covers your access to and use of the Productivity & Organizing Interactive Networking Tool (POINT), a service provided by the National Association of Professional Organizers (NAPO). By clicking the link "I agree to the User Agreement", you agree to the conditions set forth in this Agreement. If you do not agree to the conditions outlined in this Agreement, click the link "I do not agree to the User Agreement". Your registration will be discontinued and you will not be permitted to use the POINT Services available to Registered Users.

DESCRIPTION OF SERVICES

The Productivity & Organizing Interactive Networking Tool (POINT) is a service of NAPO. The POINT is a leading Web-based forum and professional networking site for professional organizers and productivity specialists to solicit advice from peers, benefit from their experience and participate in an ongoing conversation about the industry. The POINT Services are hosted in the United States by a third-party service provider.

NO FEES FOR REGISTRATION

The POINT Services are free for all NAPO members and staff.

DEFINITIONS

- *Content*: Any materials, information or images you submit, post, transmit, upload or otherwise share with NAPO or other Users as a Registered User of the POINT Services.
- *Registered User*: An individual who registers with NAPO to access and use the POINT Services and agrees to this User Agreement.
- *POINT or POINT Services*: The services offered by NAPO that include the Productivity & Organizing Interactive Networking Tool website and any other features, content or applications offered from time to time by NAPO in connection with the POINT online community and any projects undertaken with Collaborative Partners.
- *Additional Terms and Conditions*: To access or use certain POINT Services, you may be notified that you are required to agree to additional terms and conditions. If you participate in or use those POINT Services, you agree to be bound by those additional terms and conditions.
- *Commercial Messages*: Advertising or promotional messages to endorse personal products or services, as determined by NAPO in its sole discretion.

REGISTERED USER AGREEMENT

As a Registered User you agree that:

- (1) you will use the POINT Services only for lawful, non-deceptive purposes authorized by this User Agreement;
- (2) all information you submit in your registration is truthful, accurate and complete;
- (3) you will update your registration information when needed to keep it truthful, accurate and complete;

- (4) your use of the POINT Services will not violate any applicable law, regulation or ordinance, including without limitation federal or state antitrust or other competition laws;
- (5) the Content you post on or through the POINT Services will not violate the privacy rights, publicity rights, copyrights, intellectual property rights, contract rights, moral rights or any other rights of any person, business or entity;
- (6) the Content you post, to the best of your knowledge after reasonable inquiry, will be truthful and accurate and will not contain any content, material, advertising or service that is false or deceptive; and
- (7) if you post a hypertext link to a third-party website, you are authorized to do so or have obtained authorization to do so.

NAPO MAKES NO GUARANTEE

- *Liability:* NAPO is not responsible, under any circumstances, for any loss or damage, including personal injury or death, resulting from participation in or use of the POINT Services, attendance at a POINT event or an event promoted by the POINT Services, any content or Content posted on or through the POINT Services, or the conduct of any Registered Users or Visitors, whether online or offline.
- *Links to Other Sites:* Registered User profiles, communities, discussions and other communications created and posted on the POINT website may contain links to other websites. NAPO is not responsible for the accuracy or completeness of any content or any opinions expressed, and NAPO does not investigate, monitor or check for accuracy or completeness. Inclusion of any linked website on the POINT Services does not imply that NAPO approves or endorses it. When you access these third-party sites, you do so at your own risk.
- *Registered Users:* NAPO is not responsible for the conduct, whether online or offline, of any Registered Users. NAPO is not responsible for the content, accuracy, completeness or opinions expressed, and NAPO does not investigate, monitor or check for accuracy or completeness.
- *Registered User Communications:* NAPO is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction or unauthorized access to, or alteration of, any Registered User communication or your Content.
- *Technical or Computer Issues:* NAPO cannot guarantee continuous or secure access to the POINT Services. Operation of the POINT website or the POINT Services may be disrupted or interfered with by numerous factors both within and outside of NAPO's control. The data stored on NAPO's servers or the servers of any third-party provider(s) NAPO may use in connection with the POINT Services may be corrupted, lost or otherwise impaired. NAPO is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or other system due to technical problems or traffic congestion on the Internet or on any of the POINT Services or combination thereof, including any injury or damage to Registered Users or to any person's computer related to or resulting from participation, uploading or downloading materials in connection with the POINT Services.

INDEMNIFICATION

You agree to indemnify and hold NAPO (and its officers, directors, members, managers, agents, subsidiaries, affiliates, joint ventures, shareholders, employees and Web hosting service) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this User Agreement, your use of the POINT Services, or your violation of any law or regulation or the rights of a third party. This obligation will survive and continue after termination of this User Agreement for any reason.

TERMINATION

NAPO reserves the right, in its sole and absolute discretion, to suspend or terminate your status as a Registered User, to reject, refuse to post or remove any posting (including private messages) submitted by you, or to restrict, suspend or terminate your access to all or any part of the POINT Services at any time, for any or no reason, without notice, and without liability, and without waiving any other rights or remedies. NAPO reserves the right to terminate access to any Registered User who does not abide by this User Agreement.

NAPO may limit, suspend or terminate any POINT Services at any time without notice and without liability.

You may terminate your status as a Registered User at any time, for any reason, by updating your "Subscription" and "Privacy Settings" in the POINT to remove your profile, if applicable. Certain terms of this User Agreement will survive the termination of your status as a Registered User and remain in effect to govern your and NAPO's rights and responsibilities even when you are no longer a Registered User.

Termination can and will be upheld if there is any prohibited conduct or content on the POINT. Read below for a full description of what will not be allowed on the POINT.

PROHIBITED CONDUCT AND CONTENT

Illegal and/or unauthorized access to or use of POINT Services is prohibited. You are responsible for ensuring that your use of POINT Services is lawful and in compliance with this User Agreement. NAPO reserves the right to investigate and take appropriate legal action against anyone who, in NAPO's sole discretion, violates this User Agreement, including, without limitation, removing any offending posting from the POINT Services, terminating the violator's status as a Registered User, and reporting activities to enforcement authorities.

You agree that you will not:

- Post Commercial Messages to the POINT
- post any material or engage in any activity that is abusive, threatening, obscene, defamatory, profane or libelous or that is patently offensive or otherwise promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, harasses or advocates harassment of another person, or exploits people in a sexual or violent manner;
- post any information or other material protected by copyright without the permission of the copyright owner;
- post any material that violates any laws, regulations, third-party rights, this User Agreement or any other NAPO policy, including without limitation NAPO's Safety Alert Policy;
- post intentionally false, inaccurate, misleading or deceptive content (including false personal information);
- post content or a link to a website that contains pornography or salacious subject matter;
- post content which encourages or could facilitate an express or implied agreement regarding price, a boycott of another's business or client, or other conduct with the purpose or effect of restricting competition;
- Do not discuss grievances about suppliers or products.
- Do not conduct conversations regarding pricing for services.
- use the account, username or password of another Registered User at any time;
- use any robot, spider, scraper or other automated means to access POINT Services for any purpose without our prior written consent;
- harvest or otherwise collect information about Registered Users, including email addresses;
- take any action that imposes or may impose (in NAPO's sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- interfere or attempt to interfere with the proper working of the POINT Services or any activities conducted on the POINT website;
- bypass any measures NAPO may use to prevent or restrict access to the POINT Services;

- distribute viruses or any other technologies that may harm NAPO, or the interests or property of Registered Users or Visitors; or
- copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for content you post) from the POINT Services without the prior written consent of NAPO and the appropriate third party, as applicable.

To ensure the best possible experience for all, NAPO has established some basic guidelines. We ask the following, as a matter of etiquette:

- Send your message only to the most appropriate communities.
- Do not spam several communities with the same message. Messages can be posted to multiple communities when relevant to each.
- Send messages that add to the body of knowledge. NAPO reserves the right to reject any message for any reason. Please note that messages may be moderated or edited for clarity.
- The discussions on the lists are meant to stimulate conversation, not to create contention. Let others have their say, just as you may.
- Check local resources before asking the POINT about suggestions.
- Contact people directly with product and service information only if you believe it would help them. If they ask you not to contact them about commercial products or services, abide by their wishes.
- Use caution when discussing products. Information posted within POINT Services is available for all to see, and all content is subject to applicable laws.
- Remember that any information posted via the Internet could become public.
- Remember that Registered Users have the right to reproduce postings to any community or discussion.
- Please be aware that replies sent to one person may be reproduced online at the receiver's discretion and that NAPO has no control over this.
- Include your name, affiliation and location in all posts by keeping your information up to date under the "Dashboard" tab.
- Include clear and concise topics in the subject line. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject.
- Only send a message to the entire list when it contains information that benefits everyone.
- 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 to the left of every message.
- Do not send administrative messages, such as "remove me from the list," through the communities or discussion. Instead, use the Web interface to change your settings or to remove yourself from a list. If you are changing email addresses, you do not need to remove yourself from the list and rejoin under your new email address. Simply change your settings.

PRIVACY POLICY

We respect your privacy. Any personal information you provide to us including and similar to your name, address, telephone number and e-mail address will not be released, sold, or rented to any entities or individuals outside of our organization except as noted below.

NAPO collects the personal information you provide when you become a Registered User. NAPO also collects the comments and information you post on the POINT website. When you browse the POINT website, our system automatically receives and records information on our server logs from your browser, including your IP address, cookie and the page you request. NAPO also places cookies on your computer.

NAPO also collects personal information to provide you with a safe, smooth, efficient and customized experience. We use information for the following general purposes: identification, authentication, services improvement and delivery, product improvement and delivery, Registered User contact, service announcements, advertising NAPO products and services, advertising third-party products and services, research, customization and anonymous reporting. IP addresses may be used for various purposes, including diagnosing or servicing technology problems reported by our Registered Users or engineers that are associated with the IP addresses controlled by a specific Web company or Internet Service Provider, and estimating the number of users visiting the POINT website from specific geographical regions. NAPO uses cookies for a number of purposes, including accessing your information when you log in, keeping track of your preferences, estimating and reporting our total audience size and traffic, and conducting research to improve POINT website content and services. We do not link the information we store in cookies to any personally identifiable information you submit while accessing or using our site, except for your IP address, which may be considered personally identifiable information in some jurisdictions.

Your personal information may be transferred to another entity (either an affiliated entity or an unrelated third party) in connection with a merger, reorganization, dissolution or similar corporate event. If such a transfer were ever to occur, the acquiring entity's use of your personal information will still be subject to this Privacy Policy.

NAPO may share the personal information we collect in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of this User Agreement or as otherwise required by law. NAPO reserves the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights or comply with a judicial proceeding, court order, or legal or administrative process served on us.

NAPO's policies may be different than those of the parties who advertise on the POINT website. We are not responsible for the conduct of such third parties or their policies or practices.

CONTENT LICENSE

When content is posted to POINT, you grant NAPO a non-exclusive, worldwide, binding, fully paid and royalty-free right and license to use that content in connection with the POINT Services, including the right and license to reproduce, publish and transmit the content. Your grant of the content license to NAPO includes the right to grant sublicenses.

NAPO does not claim any ownership rights in your content. You will continue to retain all ownership rights in your content, and you will continue to have the right to use your content in any way you choose. By posting, displaying or otherwise providing any content on or through the POINT Services, you are granting to NAPO and to other Registered Users and Visitors the right to use, copy, distribute, display and modify your content in connection with the POINT Services. If you submit a photograph or other digital images, you waive any and all rights of privacy and publicity with respect to the images. Content and images cannot be deleted from a community if you decide to leave a community or end your NAPO membership.

CHANGES TO THIS USER AGREEMENT

NAPO reserves the right, in its sole discretion, to change, add or delete portions of this User Agreement at any time. NAPO will post any changes to this User Agreement on this page and will indicate at the top of this page the date these terms were last revised. NAPO will give you at least 30 days' notice by posting the changes on the POINT website or notifying you by email. If you continue using the POINT Services after this Agreement has been revised, then your use of the POINT Services will continue under this User Agreement as modified.

RESOLVING DISPUTES

Claims for the enforcement or breach of this User Agreement will be governed by the laws of the STATE OF NEW JERSEY, USA without reference to conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be governed by the laws of your state or province of residence in the United States and Canada, or, if you reside outside of the United States or Canada, the laws of the STATE OF NEW JERSEY, without reference to conflict of laws principles.

Through this User Agreement you consent to the exclusive jurisdiction and venue of state or federal courts in NEW JERSEY, USA for all disputes arising under or related to this User Agreement or the POINT Services. You cannot revoke this consent. This provision will survive and continue after termination of the User Agreement for any reason.

CLAIMS MUST BE FILED WITHIN ONE YEAR

Any claim arising under or related to this User Agreement or the POINT Services must be brought within one year. This one-year period begins on the date when the claim first could be filed. If not filed within one year, that claim is permanently barred. This applies to you and your successors and assigns.

NAPO'S FAILURE TO EXERCISE ANY RIGHT IS NOT A WAIVER

NAPO's failure to exercise or enforce any right or provision of this User Agreement shall not operate as a waiver of such right or provision.

PARAGRAPH TITLES

The paragraph titles in this User Agreement are for convenience only and have no legal or contractual effect.

SEVERABILITY

This User Agreement operates to the fullest extent permissible by law. If any provision of this User Agreement is determined to be unlawful, void or unenforceable, that provision is deemed severable from this User Agreement and does not affect the validity and enforceability of any remaining provisions.

ACKNOWLEDGEMENT AND ACCEPTANCE

I have read and understand the POINT User Agreement and agree to use the POINT only in compliance with the terms of this Agreement.