

AAUW Site-Resources Website Services Agreement

Contact Information

Branch / State / Affiliated Entity Name:

First Name:

Last Name:

Member Number:

Phone Number:

Email Address:

Website Information

_____ We will maintain our own website content.

_____ We request that AAUW Site-Resources maintain our website content (\$119.88 annual fee).

Website Accounts

AAUW Site-Resources will set up one “Editor” account and up to five “Contributor” accounts for your Branch / State / Affiliated Entity site.

- **Editor** - Someone who will publish and manage posts and pages, and manage other users' posts, etc.
- **Contributor** - Someone who will write, submit, and manage posts, but not publish them.

Editor Account Information (required):

Username:

First Name:

Last Name:

E-mail:

Contributor Account Information:

Username:
First Name:
Last Name:
E-mail:

Username:
First Name:
Last Name:
E-mail:

Username:
First Name:
Last Name:
E-mail:

Username:
First Name:
Last Name:
E-mail:

Username:
First Name:
Last Name:
E-mail:

AAUW Site-Resources Service Agreement

This is an Agreement between the American Association of University Women (“AAUW”) and _____ (the “Parties”) that governs the hosting of the customized website and blog service (“AAUW.net”) to AAUW branches, states, and affiliated entities.

Summary

AAUW provides a high quality, easy to maintain, branded website and blog hosting service, as a benefit for subscribing AAUW branches, states, and affiliated entities. Use of this AAUW Site-Resources (“AAUW.net”) customized website template and basic hosting service is free for branches, states, and AAUW-affiliated entities that choose to manage their own content. AAUW also provides fee-for-service content maintenance. AAUW Site-Resources websites are designed to give branches/states/affiliated entities as much control and ownership over their own website content as possible, while providing high quality professional technical support.

Responsibilities of AAUW:

1. AAUW will create and host a high quality, branded, customized website (“Website”) for each AAUW subscribing state, branch, or affiliated entity (hereinafter referred to as “State/Branch/Entity”).
2. AAUW will provide these services at no cost to the subscribing State/Branch/Entity, unless the State/Branch/Entity elects to pay AAUW a fee to maintain the content of its Website.
3. AAUW will provide to the State/Branch/Entity an easy-to-use website template for content that can be easily maintained from any computer browser.
4. AAUW will stream national web content via RSS to a portion of the Website template to share up-to-date information.
5. AAUW will provide professional, technical support to the Website, accessible through site-resources@aauw.org during the hours of 9 a.m. to 5 p.m. ET, Monday through Friday.
6. AAUW will provide marketing consultation and support to the State/Branch/Entity, accessible through site-resources.aauw.org.
7. AAUW will provide all security patches, maintenance and upgrades to the Website. This may include updated features and functionality that will be provided at no additional cost to the State/Branch/Entity.
8. AAUW will seek to secure national sponsorship for AAUW.net and will embed all Websites with recognition for such support.

Responsibilities of State/Branch/Entity:

The State/Branch/Entity will maintain Website and refresh content on a regular basis in order to maximize its appeal to members and effectiveness as a marketing tool.

1. The State/Branch/Entity will notify site-resources@aauw.org in a timely manner if the need for technical assistance should arise.
2. The State/Branch/Entity will promote the use of the Website to its members and the community.

3. The State/Branch/Entity will abide by the terms of the Agreement and respect the restrictions outlined in the “Terms of Service, Responsibility of Contributors.”
 - a. The State/Branch/Entity will appoint a Web Manager to be responsible for posting and editing content created by such manager or by others designated as contributors (“Contributor”).
 - b. The State/Branch/Entity understands and accepts that AAUW will seek and may secure AAUW.net sponsorship to be recognized at AAUW’s discretion on the Website template home page or another appropriate place on the Website. Such recognition does not preclude local sponsorship recognition, which is strongly encouraged, except in the case of sponsors in direct competition with the national sponsor of AAUW.net or that proffer or display inappropriate content.
4. The State/Branch/Entity will not accept Website sponsorship that violates or contradicts AAUW purposes and/or policies, or that could tend to embarrass AAUW, and will submit questionable opportunities to AAUW at site-resources@aauw.org for its approval.
5. The State/Branch/Entity will in all cases protect the AAUW name, logo, and marks, and respect AAUW’s property interest in its name, logo, and marks, including prohibiting its sponsors from using AAUW name, logo, or marks without the express written approval of an authorized representative of AAUW in advance of its use.
6. The State/Branch/Entity agrees that the AAUW Branch Locator will direct all users to Website as the State/Branch/Entity official website.
7. The State/Branch/Entity will respond within two (2) weeks or less to AAUW requests for information or approvals related to Website, understanding the a delay in response to requests from AAUW leaves the action in question to AAUW’s discretion.
8. The State/Branch/Entity will adhere to all “Terms of Service” in this Agreement.

Terms of Service:

The following terms and conditions govern all use of the customized AAUW.net website and all content, services and products available at or through the website. The Website is owned and managed by AAUW and provided as a benefit to the State/Branch/Entity. The Website (and blog if applicable) is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, AAUW’s Privacy Policy) and procedures that may be published from time to time on this website.

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by AAUW, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

1. AAUW.net account and website. The State/Branch/Entity is responsible for maintaining the security of the State/Branch/Entity accounts and Website (and blog if applicable), and fully responsible for all activities that occur under the account and any other actions taken in connection with the Website (and blog if applicable).The State/Branch/Entity must not describe

or assign keywords to Website (and/or blog) in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and AAUW may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause AAUW liability. The State/Branch/Entity must immediately notify AAUW of any unauthorized uses of Website, login account or any other breaches of security. AAUW will not be liable for any acts of omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

2. Support. AAUW.net accounts include access to e-mail support. "E-mail support" means the ability to make requests for technical support assistance by e-mail at any time (with reasonable effort by AAUW to respond within two (2) business days) concerning the use of the support services. All AAUW.net services support will be provided in accordance with AAUW standard services practices, procedures and policies and accessible at site-resources.aauw.org.

3. Responsibility of Contributors. If the Party operates a Website or blog, comments on a blog, posts material to the Website, posts links on the Website, or otherwise makes (or allows any third party to make) material available by means of the Website (any such material, "Content"), you are entirely responsible for the Content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if members or others have rights to intellectual property created or posted by the State/Branch/Entity, the State/Branch/Entity must have either (i) received permission from members or others to post or make available the Content, including but not limited to any software, or (ii) secured from the State/Branch/Entity's members or others a waiver as to all rights in or to the Content;
- The State/Branch/Entity has fully complied with any third-party licenses relating to the Content, and has done all things necessary to successfully pass through to end users any required terms;
- The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- The Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); the Content is not pornographic, does not contain threats or incite violence toward individuals or entities, and does not violate the privacy or publicity rights of any third party;
- The State/Branch/Entity's Website (or blog if applicable) is not, to your knowledge, getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- The State/Branch/Entity's Website (or blog if applicable) is not named in a manner that misleads State/Branch/Entity readers into thinking that State/Branch/Entity is another

person or company;

- The State/Branch/Entity has in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by AAUW or otherwise.

AAUW grants State/Branch/Entity royalty-free, and non-exclusive license to faithfully reproduce and/or publish the Content copied from AAUW.org or related publications, without alteration, solely for the purpose of displaying, distributing and promoting your Website (and blog if applicable). By posting Content to the Website, the State/Branch/Entity grants AAUW a worldwide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your Website (and blog if applicable). If you delete Content, AAUW will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, AAUW has the right (though not the obligation) to, in AAUW's sole discretion (i) refuse or remove any content that, in AAUW's reasonable opinion, violates any AAUW policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in AAUW's sole discretion. If such Content is purchased by the State/Branch/Entity for posting, AAUW will have no obligation to provide a refund of any amounts previously paid, even if such Content is removed by AAUW.

4. Payment and Renewal. Optional fee-based content maintenance service is available for any Website. It is possible though not currently contemplated that from time to time, additional fee-based services may be made available to the State/Branch/Entity as a service upgrade. By selecting these services State/Branch/Entity agrees to pay AAUW the subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day State/Branch/Entity signs up for the service and will cover the use of that service for the subscription period as indicated. Optional paid services fees are not refundable.

5. Sponsorship. The State/Branch/Entity understands and agrees that AAUW may embed national sponsor AAUW.net recognition on Website. AAUW will provide a specified space on Website for any local sponsor recognition, provided such sponsorship does not conflict with AAUW purposes.

6. Responsibility of Website Visitors. AAUW has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, AAUW does not represent or imply that it endorses the material posted on the site or that it believes such material to be accurate, useful or non-harmful. The State/Branch/Entity is responsible for taking precautions as necessary to protect the Website, users and users' computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. AAUW disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any

downloading by those visitors of content there posted.

7. Content Posted on Other Websites. AAUW has not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which AAUW.net links, and that link to AAUW.net. AAUW does not have any control over those non-AAUW websites and webpages, and is not responsible for their contents or their use. By linking to a non-AAUW.net website or webpage, AAUW does not represent or imply that it endorses such website or webpage. The State/Branch/Entity is responsible for taking precautions as necessary to protect Website and visitor computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. AAUW disclaims any responsibility for any harm resulting from use of non-AAUW websites and webpages.

8. Copyright Infringement and DMCA Policy. As AAUW asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If the State/Branch/Entity believes that material located on or linked to by AAUW.net violates the State/Branch/Entity's copyright, the State/Branch/Entity is encouraged to notify AAUW. AAUW will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. AAUW will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of AAUW or others. In the case of such termination, AAUW will have no obligation to provide a refund of any amounts previously paid to AAUW.

9. Intellectual Property. This Agreement does not transfer from AAUW to the State/Branch/Entity any AAUW or third party intellectual property, and all right, title and interest in and to such property will remain (as between the Parties) solely with AAUW. AAUW, AAUW.net, AAUW.org, the AAUW logo, and all other trademarks, service marks, graphics and logos used in connection with AAUW, or the Website are trademarks or registered trademarks of AAUW. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Use of the Website grants the State/Branch/Entity **no** right or license to reproduce or otherwise use any AAUW or third-party trademarks except as expressly granted.

10. Change. AAUW reserves the right, with notification and consent of the State/Branch/Entity, to modify or replace any part of this Agreement. Continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. AAUW may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

11. Disclaimer of Warranties. AAUW provides to the State/Branch/Entity a customized website template, which cannot be changed or modified. Content is individualized by the State/Branch/Entity. AAUW and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither AAUW nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. The State/Branch/Entity understands that members and visitors download from, or otherwise obtain Content or services through, the Website at the discretion and risk of the State/Branch/Entity.

12. Limitation of Liability. In no event will AAUW, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the special service fees (if any) paid by the State/Branch/Entity to AAUW under this Agreement during the twelve (12) month period prior to the cause of action. AAUW shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

13. General Representation and Warranty. The State/Branch/Entity represents and warrants that (i) the State/Branch/Entity use of the Website will be in strict accordance with the AAUW Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which the State/Branch/Entity operates) and (ii) use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

14. Indemnification. The State/Branch/Entity agrees to indemnify and hold harmless AAUW, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of the State/Branch/Entity's use of the Website, including but not limited to violation of this Agreement.

15. Termination. This Agreement will remain in force until either Party gives notice to the other of intent to discontinue the service; such notice must be provided in writing 30 days in advance of termination. AAUW may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Signature: _____

Date: _____

Title: _____