

UNITED RESOURCE CONNECTION TERMS OF SERVICE

Revised 9.17.14

UNITED RESOURCE CONNECTION runs a multisite network collaborative for local social service information sharing. We supply sponsors of our service a local access point for information sharing in their community, to enhance the delivery system of existing services in their area. We would love for you to sponsor a local chapter if one does not already exist in your area.

The following terms and conditions govern all use of unitedresourceconnection.com, including all local chapter blogs/websites, all content, services and products available at or through our hosting network, (taken together, the Network). The Network is owned and operated by UNITED RESOURCE CONNECTION, (hereon referred to as "URC"). The Network is offered subject to your acceptance without modification of the terms and conditions contained herein and all other operating rules, policies (including without limitation the [Privacy Policy](#)) and procedures, that may be published from time to time here (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Network. This Agreement constitutes the entire agreement between URC and you, superseding any prior agreements between you and URC concerning the subject matter hereof. By accessing or using any part of the network, 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 network or use any services. If these terms and conditions are considered an offer by URC, acceptance is expressly limited to these terms.

DESCRIPTION OF SERVICES

UNITED RESOURCE CONNECTION, through its Local Chapters, provides you with access to resource libraries, groups and forums, news feed, blogging platforms, and a variety of other information sharing and social networking services ("Services"). Most of these services are free, and do not require user registration for use. Some features do require user registration, such as the ability to contribute content (e.g. comment on forums and blogs, and suggest resource links that others may find useful). Additionally, optional paid services for sponsoring local chapters, and certain VIP services for local chapters, are available on the Network (any such services, "Paid Services") and require registration.

YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to:

- (a) provide a username and verifiable email address if you register an account.
- (b) provide payment information that you are legally entitled to provide, that is also true, accurate, current and complete (as prompted by the URC Service's registration form if you register for pay-for-use services).
- (c) maintain and promptly update the payment information to keep it true, accurate, current and complete. If you provide any payment information that you are not legally entitled to provide, is untrue, inaccurate, incomplete or not current, or URC has reasonable grounds to suspect that the payment information is not legally yours to provide, is untrue, inaccurate, incomplete or not current, URC has the right to suspend or terminate your account and refuse any and all current or future use of the URC Services (or any portion thereof).

CODE OF CONDUCT OF UNREGISTERED VISITORS AND REGISTERED CONTRIBUTORS

Our code of conduct is quite lengthy but most of it is common sense. Your acceptance of our TOS means that you are held accountable to the code of conduct.

Responsibilities of registered contributors of content. You understand that all information, data, text, software, graphics or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not URC or any of its local chapter licensees and staff, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via our Services.

URC nor its local chapter licensees and staff control the Content posted via URC Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will URC or any of its local chapter licensees and staff be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the our Services.

By making Content available, on local chapters or anywhere on the network, you represent and warrant that:

--you are entirely responsible for the content of, and any harm resulting from, that Content, and that this is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software, and that you will immediately notify URC of any unauthorized uses of your account or any other breaches of security. URC will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

--you are responsible for maintaining the security of your account, and the local chapter you sponsor (if any), and you are fully responsible for all activities that occur under the account

and any other actions taken in connection with it.

--the downloading, copying and use of the Content shall not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

--if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

--you have fully complied with any third-party licenses relating to the Content, and have 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 any other harmful computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

--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 towards individuals or entities, and does not violate the privacy or publicity rights of any third party;

--the local chapter you sponsor (if any) is not 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 local chapter you sponsor (if any) is not named in a manner that misleads your readers into thinking that you are another person or company; it's URL or name is not the name of a person other than yourself or company other than your own; you have not described or assigned keywords to the local chapter you sponsor (if any) in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others; and you agree that URC may change or remove any description or keyword that it considers inappropriate or unlawful.

--you have, 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 URC or otherwise.

--you grant URC a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting the local chapter you sponsor (if any).

--You represent and warrant that (i) your use of the Network will be in strict accordance with the URC [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 you reside), (ii) your use of the Network will not infringe or

misappropriate the intellectual property rights of any third party, and (iii) You agree to indemnify and hold URC and its chapter licensees, staff, subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including but not limited to attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the URC Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

--You acknowledge that URC and its local chapter licensees and staff may or may not pre-screen Content, but that URC and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, move, or remove any Content that is available via the URC Service and which violates the TOS.

Decency Clause: You further agree not use our Services to:

--upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, harmful to minors, hateful, or racially, ethnically or otherwise objectionable;

--upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or other relationships;

--impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

--forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the URC Service;

--disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in discussions or exchanges;

--interfere with or disrupt the URC Service or servers or networks connected to the URC Service, or disobey any requirements, procedures, policies or regulations of networks connected to the URC Service;

--intentionally or unintentionally violate any applicable local, state, national or international law,

"stalk" or otherwise harass another; and/or

--collect or store personal data about other users.

Responsibility of Registered & Unregistered Visitors. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. URC has not reviewed, and cannot review, all of the material, including computer software, posted to, or otherwise linked to, the Network, and cannot therefore be responsible for that material's content, use or effects. By operating the Network, URC does not represent or imply that it endorses the material there posted, or linked to, or that it believes such material to be accurate, useful or non-harmful. The

Network may contain or link to content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Network may also contain or link to material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, and may have content available for downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. URC disclaims any responsibility for any harm resulting from the use by visitors of the Network, or from any downloading by those visitors of content there posted or linked to. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

PAYMENT FOR SERVICES AND RENEWAL.

By selecting a pay-for-use Service you agree to pay URC the monthly or annual subscription fees indicated for that service.

Payments. Payments will be charged on a pre-pay basis on the day you sign up for a paid Service and will cover the use of that service for a monthly, quarterly, or annual subscription period as indicated. Upgrade fees are not refundable. URC reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you.

Automatic Renewal. Unless you notify URC before the end of the applicable subscription period that you want to cancel, your Upgrade will automatically renew and you authorize us to collect the then-applicable annual, quarterly, or monthly fee (as well as any taxes) using any credit card or other payment mechanism you have provided us. Services can be canceled at any time in the Account section of your user dashboard.

ADDITIONAL CONDITIONS OF PAID SERVICES

Descriptions of services offered, including paid services, and any changes in those services, may be found on the respective service description pages (e.g. BASIC SERVICE, FULL SERVICE, and MULTISITE services).

Premium Plugins. Certain paid services include additional local chapter functionality provided through access to and the activation of “plugins”. Operational support for configuration and use of these plugins can be found through online user manuals linked to your plugin dashboard and/or through email support offered with some packages. The most up-to-date descriptions of the additional network functionality provided for each account can be found on the Products page of United Resource Connection.

Premium Themes. By activating a premium theme from the Premium Themes section of our themes directory, you agree to that theme’s terms of service. You can opt out of that theme’s terms of service at any time by de-activating that premium theme.

Storage Capacity. The most up-to-date information about storage capacity limits for each type of account can be found in our peer advisory "policy" forum. All announcements about changes in storage capacity limits will be posted there.

Group Forum Topic Creation. While any registered user of the URC Services can create topics and comment in the forums of local chapters, certain accounts include the ability to create additional forums. The creation of additional forums allows one to determine not only the subject matter of the forum (e.g. forum name) but also to moderate the topics and comments in that forum, and determine whether that forum is public or private. Local chapter sponsors may designate the criteria for and/or persons to whom these capabilities are given within their local chapter.

Support. Certain packages include access to video tutorials and email support (together, "Support"). "Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by URC to respond within one business day) concerning the use of URC Services. Video tutorials cover basic operations of WordPress software, and while numerous, do not cover every aspect of operation. The playback quality of video tutorials is subject to the speed and availability of your internet connection. The "supportiveness" of our Support is not guaranteed, and your acceptance of our TOS acknowledges this.

Advertisements. URC reserves the right to display advertisements throughout the network, including on pages of your local chapter, unless you have purchased an Ad-free account. Absence of advertisements on your non-Ad-free account does not mean that your account will always be free of advertisements.

Downtime of Services. Because many of our features like the resource directories and forum participation are offered free as a public service we are susceptible to the potential problem of more people visiting the Network than our current host can handle. This may result in your inability to access the network, including your local chapter, during such times of high volume visits. We believe the occurrence of this inconvenience will actually subside as the number of local chapters increase allowing us to invest in a higher capacity server. Until then however, our terms of service must include this statement that we can not guarantee your ability to access the Network at all times even if you are a paying sponsor. Your acceptance of these terms of service means you, albeit perhaps begrudgingly, acknowledge this fact and will not hold us legally liable for such interruptions in service.

VIP Services. Additional services may be offered to special clients, such as assisting in transferring an existing WordPress website to our network, moderating and/or managing content on a network website, designing a website from scratch, problem solving, hand coding, or other custom contracted work (taken together, "VIP Services"). Unless otherwise

stated, the current Terms of Service encompasses VIP Services as well. For a list of such Services, see our [VIP Services](#) page.

PRIVACY POLICY

Your acceptance of these terms of service also means that you accept our [Privacy Policy](#). You further acknowledge, consent and agree that URC and its local chapter licensees and staff may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the TOS;
- (c) respond to claims that any Content violates the rights of third parties;
- (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of URC, its users and the public.

INTELLECTUAL PROPERTY

This Agreement does not transfer from URC to you any intellectual property (of URC or any third party), and all right, title and interest in and to such property will remain (as between the parties) solely with URC. The logo used by URC and its chapter licensees, and all other trademarks, service marks, graphics and logos used in connection with URC are trademarks or registered trademarks of URC. Other trademarks, service marks, graphics and logos used in connection with the Network may be the trademarks of other third parties. Your use of the Network grants you no right or license to reproduce or otherwise use any URC or third-party trademarks.

Content Made Available for Inclusion on the URC Service. All Content made available through URC Services, its chapter licensees, staff, and registered users, unless otherwise noted or prevented by law, is licensed under our Creative Commons Attribution-ShareAlike 3.0 Unported License. By accepting our terms of service you agree that any Content you submit or publicly make available via the URC Service, including your local chapter, unless otherwise attributed or prevented by law (e.g. content already copyrighted, in the public domain, or otherwise available for fair use purposes) may be made freely available to the general public under the terms of our Creative Commons Attribution-ShareAlike 3.0 Unported License. Please note that in respect to your own intellectual property, you can easily create your own copyright license that meets your needs, and add a link to that license with your content to further protect the fair use of your intellectual property.

DMCA Policy. “DMCA” stands for the “Digital Millennium Copyright Act”, which is a federal law that tries to protect the rights of certain individuals and corporations. The law requires that website owners, like us, have a policy in place for people to report any cases of suspected copyright infringement that they find on our network. By accepting our terms of service, you are

accepting our [DMCA policy](#).

HIPAA Policy. “HIPAA” stands for the “Health Insurance Portability & Accountability Act”, which is a Federal law that among other things attempts to protect the privacy rights of everyone’s health care information. If you believe an individual’s private health care information has inappropriately been shared on our network in a manner which violates this accountability act, contact us immediately to identify where the content in question is posted. To the extent technologically possible we will pull the content in question off the network. At the sole discretion of URC we will determine whether to further suspend and/or terminate the account responsible for the content being posted. By accepting our TOS you accept this HIPPA policy.

DISCLAIMER OF WARRANTIES

You expressly understand and agree that: Your use of the URC Service is at your sole risk. URC Service is provided on an “as is” and “as available” basis. URC and its chapter licensees, staff, subsidiaries, affiliates, officers, employees and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. You understand that you download from, or otherwise obtain content or services through URC at your own discretion and risk. URC and its chapter licensees, staff, subsidiaries, affiliates, officers, employees and licensors make no warranty that

- (i) The URC service will meet your requirements;
- (ii) The URC service will be uninterrupted, timely, secure or error-free and
- (iii) The results that may be obtained from the use of the URC service will be accurate or reliable. No advice or information, whether oral or written, obtained by you from URC or through or from the service shall create any warranty not expressly stated in the TOS.

LIMITATION OF LIABILITY

You expressly understand and agree that URC and its chapter licensees, staff, subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for any direct, indirect, incidental, special, consequential or exemplary damages, resulting from the use or the inability to use the URC Service (even if URC has been advised of the possibility of such damages). This includes, but is not limited to, damages for the following: (i) the cost of procurement for substitute products or services, (ii) the interruption of use, (iii) the loss or corruption of data, (iv) the loss of profits, (v) the loss of any amounts that exceed the fees paid by you to URC under this agreement during the twelve (12) month period prior to the cause of action, (vi) the loss of goodwill, or other intangible losses. URC 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.

TERMINATION OF SERVICES

If you have a free account and wish to terminate this Agreement, you may simply discontinue using the Website. If you have a paid account you must additionally notify us through your account page to stop payment. You agree that URC may terminate your access to the URC Service, in whole or in part, for violations of the TOS and/or requests by authorized law enforcement or other government agencies. You acknowledge that URC can do this with or without notice, effective immediately, and with no obligation to provide a refund of any amounts previously paid to URC. In response to violations of the TOS, the courtesy of a thirty (30) day notice may be given; such a courtesy is made at the sole discretion of URC, and in such cases accounts found still not to be in compliance after the 30 day notice may be shut down immediately and permanently. 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.

CHANGES TO THE AGREEMENT

UNITED RESOURCE CONNECTION reserves the right, at its sole discretion, to modify or replace any part of this Agreement, and may do so by posting a revised version at <http://unitedresourceconnection.com/tos>. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Network following the posting of any changes to this Agreement constitutes acceptance of those changes. URC may also, in the future, offer new services and/or features through the Network (including, the release of new tools and resources). Such new features and/or services, unless explicitly stated otherwise, shall be subject to the terms and conditions of this Agreement.

WAIVER AND SEVERABILITY OF TERMS

The failure of URC to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

JURISDICTION OF COURT CHALLENGES TO THIS AGREEMENT

You and URC agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Hamilton, Ohio. Except to the extent that applicable law, if any, provides otherwise, this Agreement, and any access to or use of the Network will be governed by the laws of the state of Ohio, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Cincinnati, Ohio. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and

Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Cincinnati, Ohio, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; URC may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Change log:

July 15th, 2012: Completed FIRST VERSION of Terms of Service specific to Cincinnati Chapter.

October 25th, 2012: Major overhaul, including addition of the code of conduct, the payment arrangements, and the new privacy policy.

December 8th, 2012: Added “Decency Clause” title, as well as new sections on “Downtime of Services” and “VIP Services”.

March 3rd, 2013: Completed first revision of global TOS based on the Cincinnati Chapter TOS.

March 7th, 2014: Added explicit “HIPAA Policy” and made changes to the wording of the introduction, reflecting the peer-to-peer nature of the information sharing services provided.

September 17th, 2014: Removed the "General Idea" introduction to the TOS.

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