

# Sierra Camera Club Website Terms and Conditions of Use

**NOTICE TO USER:** By using this Website you agree to abide by all the terms and conditions of THIS LEGAL AGREEMENT BETWEEN YOU ("You") AND THE SIERRA CAMERA CLUB. The SIERRA CAMERA CLUB reserves the right to alter, modify or update these terms of use at any time and You agree to be bound by such modifications, alterations or updates.

## OWNERSHIP OF THIS WEBSITE, CONTENT, AND USE OF THE WEBSITE

This Website is owned and operated by the SIERRA CAMERA CLUB. All elements of the site, including the content and the general design are protected by copyright, trademark, trade dress and other US and international laws or treaties relating to intellectual property. All images, including photographic images and related text, captions or informational materials (collectively the "Images") are provided for viewing purposes only. SIERRA CAMERA CLUB's Website permits visitors to view and search for Images. You may not use the Images in any manner other than to browse and search the Images. You may not download or make any other use of any Image on this Website. The GAMMAGRAM Newsletter may be downloaded from this Website for personal use only. Any use of Images or GAMMAGRAM Materials not expressly authorized by this Agreement may violate copyright, trademark, rights of publicity or privacy or other laws.

## LINKS TO THIRD PARTY SITES

The linked sites are not under SIERRA CAMERA CLUB's control and SIERRA CAMERA CLUB is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. SIERRA CAMERA CLUB is not responsible for webcasting or any other form of transmission received from any linked site. You acknowledge that SIERRA CAMERA CLUB provides the links to You only as a convenience and it does not endorse the linked sites or their use or contents.

## GENERAL DISCLAIMERS

THIS WEBSITE IS PROVIDED "AS IS." SIERRA CAMERA CLUB MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDED BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY OF IMAGE, ACCURACY OF CAPTIONS OR COMPATIBILITY WITH ANY COMPUTER HARDWARE OR OTHER EQUIPMENT, OPERATING SYSTEM OR SOFTWARE PROGRAM. COMPANY MAKES NO REPRESENTATION OR WARRANTIES THAT THE USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. THE USE OF THIS SITE IS AT YOUR OWN RISK.

YOU MAY HAVE ADDITIONAL RIGHTS UNDER SOME STATE LAWS.

## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL SIERRA CAMERA CLUB OR THE OWNER OF ANY CONTENT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES AS A RESULT OF THE USE OF THIS WEBSITE OR FROM YOUR ACCESS OR USE OF THE CONTENT ON THIS SITE.

## **PRIVACY POLICY**

**COLLECTION OF YOUR PERSONAL INFORMATION:** SIERRA CAMERA CLUB understands and respects your concern about the privacy of any information You supply while using SIERRA CAMERA CLUB's Website. When You visit this Website, some information may be collected automatically as part of the site's operation such as your IP address and navigational information. SIERRA CAMERA CLUB shall not use your personal information in any way other than in connection with the operation of the Website, and shall keep this information confidential unless required to do otherwise by operation of applicable law. When You request to send a message to SIERRA CAMERA CLUB, You may be prompted to enter your name and email address. SIERRA CAMERA CLUB does not sell or rent information about its customers to third parties.

**SECURITY OF YOUR PERSONAL INFORMATION:** The security of your personal information is important to us. We follow generally accepted industry standards to help protect your personal information. For instance, when you enter sensitive information on our online membership form SIERRA CAMERA CLUB encrypts that information using secure socket layer (SSL) technology. No method of transmission over the internet, or method of electronic storage, is 100% secure. Therefore, while SIERRA CAMERA CLUB strives to protect your personal information, we cannot guarantee its absolute security.

**USE OF COOKIES:** When You visit this Website, a text file called a cookie is placed in the browser directory of your computer's hard drive. A cookie is information that a Website can store on your web browser and later retrieve. SIERRA CAMERA CLUB stores no secure, private, or personal information in cookies. Cookies are not linked to you as an individual and cannot be used to track where you have been either before or after you visit this Website. Most browsers allow you to modify your browser settings to decline cookies. If you elect to decline cookies, you may not be able to use certain features of this Website that depend on cookies. You are free to delete cookies after your session, and your browser should contain instructions on how to do this.

## **MISCELLANEOUS**

**JURISDICTION AND ATTORNEY'S FEES:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to any conflict of laws principles. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted in a court of competent subject matter jurisdiction in the federal or state courts of the State of Oklahoma, and you agree to submit to the personal jurisdiction of such court and waive any right you might otherwise have to claim lack of personal jurisdiction or inconvenience of forum. If SIERRA CAMERA CLUB is caused to present claims or suit as a result of any breach of the above terms set forth, it shall be made whole for such reasonable legal fees or costs by you.

**NO WAIVER:** No action of SIERRA CAMERA CLUB, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of SIERRA CAMERA CLUB in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion.

**ENTIRE AGREEMENT:** This Agreement contains all the terms of the Agreement between SIERRA CAMERA CLUB and You. SIERRA CAMERA CLUB reserves the right to alter, modify or update these terms of use at any time and you agree to be bound by such modifications, alterations or updates. SIERRA CAMERA CLUB encourages you to review this policy whenever you visit the Website.

## **CONTACT INFORMATION**

You can contact SIERRA CAMERA CLUB by emailing [contact@sierracameraclubsac.com](mailto:contact@sierracameraclubsac.com)

© 2020 Sierra Camera Club. All rights reserved.