

Terms of Use

National Shelley China Club Website

Effective September 25, 2014

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By submitting any User Submission, you represent and warrant that:

- a. you own all rights in your User Submissions or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to NSCC the rights in your User Submissions described herein;
- b. you have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submissions;
- c. you are the individual pictured and/or heard in your User Submissions or, alternatively, you have obtained permission from each person (including consent from parents or guardians for any individual under the age of eighteen (18)) who appears and/or is heard in your User Submissions to grant the rights to NSCC described herein;
- d. your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- e. you voluntarily agree to waive all "moral rights" that you may have in your User Submission;
- f. any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- g. your User Submission does not violate any Law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- h. your User Submission does not incorporate materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than your own);
- i. your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- j. your User Submission does not contain any information that you consider confidential, proprietary, or personal; and
- k. your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

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Indemnification

You agree to indemnify, defend, and hold harmless the NSCC Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that it may incur as a result of or arising from your violation of these Terms. NSCC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with NSCC's defense of such claim.

General

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Modifications to these Terms

NSCC may, in its sole discretion, change these Terms from time to time. In the event of a such a change, the revised Terms will be posted on the NSCC Web Site, and the "effective date" at the top of these Terms will be updated. If material changes are made, in addition to posting the revised Terms, NSCC will prominently post a notice of the change on the Site's home page. You are encouraged to periodically review these Terms. If you object to any such changes, your sole recourse shall be to cease using the NSCC Web Site. Continued use of the NSCC Web Site following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Certain provisions of these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of the NSCC Web Site and, in such circumstances, the expressly-designated legal notice or term shall be deemed to be incorporated into these Terms and to supersede the provision(s) of these Terms that are designated as being superseded.