

AMO Terms & Conditions

By using the AMO website (“Site”) or AMO services (“Services”), you agree to be bound by the following Terms and Conditions.

AMO reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms and Conditions, at any time and without prior notice. If we modify these Terms and Conditions, we will post the modification on the Site or otherwise provide you with notice of the modification. We will also update the “Last Updated Date” in these Terms and Conditions. By continuing to access or use the Site or Services after we have posted a modification to these Terms and Conditions or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms and Conditions. If the modified Terms and Conditions are not acceptable to you, your only recourse is to cease using the Site and Services.

You can report abuse of our Terms and Conditions to billing@associationsonline.com.

- You must provide a valid name and email address during the registration process. You will further update and keep that information current as appropriate.
- You are responsible for maintaining the confidentiality of your passwords, and are fully responsible for all activities that occur under your account and password. If you suspect unauthorized use of your account, you agree to immediately change your password and notify AMO.
- You are hereby granted a non-exclusive, non-transferable, worldwide right to access and use the AMO services, solely with supported browsers through the Internet for your own internal purposes, subject to these Terms and Conditions. All rights not expressly granted to you are reserved by AMO.
- You must be 13 years or older to use this service.
- You understand that the content, organization, graphics, design, compilation, magnetic translation, digital conversion and other materials related to the AMO services are the property of AMO and are protected pursuant to applicable copyright, trademark and other proprietary rights laws.
- You shall abide by all applicable local, state, national and international laws and regulations and be sole responsible for all acts or omissions that occur with respect to your data and/or under your account or password, including those related to the protection of intellectual property, data privacy, international communications and transmission of technical or personal data. By way of example, and not as a limitation,

you will not, directly or indirectly;

- Transmit any pornographic, obscene, offensive, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, illegal or otherwise objectionable material or content;
- Transmit any material or content that attempts to falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
- Transmit material or content that promotes, provides or relates to instructional information about illegal activities or promotes physical harm or injury against any individual or group;
- Transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Harvest or otherwise collect information about others, including email addresses, without their consent;
- Use a false identity or forged email address or header, or otherwise attempt to mislead others as to your identity or the origin of your messages;
- Transmit unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
- Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
- Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots or any other harmful or deleterious programs;
- Interfere with or disrupt networks or websites associated with the AMO services or violate the regulations, policies or procedures of such networks;
- Attempt to gain unauthorized access to the AMO website, AMO services, other accounts, computer systems or networks associated with the AMO services, through password mining or any other means;
- Interfere with another person's use and enjoyment of the AMO services or use and enjoyment of similar services.

- You may not use the AMO service to collect sensitive information from other users, including but not limited to social security numbers, payment card and personal financial information without consulting AMO to request data encryption.
 - If you engage in any activity set forth above or violate any other Terms and Conditions, your account will be terminated and use of the AMO services prohibited. AMO will report any unlawful conduct to the appropriate authorities and turn over any and all information regarding such activity to appropriate persons or entities.
- You agree to the terms of the AMO Privacy Policy located at <http://www.associationsonline.com/privacy.pdf>.
 - You understand that all warranties, express or implied, are disclaimed (including, but not limited to, the disclaimer of any implied warranties of non-infringement, merchantability and fitness for a particular purposes. AMO is not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. AMO shall have no obligation to defend any claim or suit, or to hold harmless or indemnify you against any allegation of infringement or violation of any patent right of a third party by reason of your use of the AMO services. The negation of damages set forth above is a fundamental element of the basis of the bargain between AMO and you. The AMO services would not be provided without such limitations. No advice or information, whether oral or written, shall create any warranty, representation or guarantee not expressly stated in these Terms and Conditions. If you are dissatisfied with the AMO services or any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the AMO services immediately.
 - You agree to indemnify, defend and hold AMO and its partners, attorneys, employees, agents and affiliates harmless from any liability, loss, claim and expense including reasonable attorneys' fees, related to your violation of these Terms and Conditions, use of the AMO services, creation or use of a form, collection, possession or use of data derived from a form, or any service provided or performed or agreed to be performed, or any product sold by you, your agents, employees or assigns.
 - You are solely responsible for properly canceling your account. A phone request to cancel your account shall not result in cancellation. You can cancel your account at any time by emailing billing@associationsonline.com noting the accounts name and date the account should be cancelled. The month's subscription will not be pro-rated. Any cancellation of your account will result in the deactivation or deletion of your account or your access to the account. Please be aware that AMO may for a time retain residual

information and/or archival copies in its database.

- You agree to pay your AMO subscription fee based on the number of contacts you have in the system. If your contact count goes above a new subscription threshold, AMO will notify you and bill you for the new threshold at the beginning of the next month. If your account becomes more than 30 days past due, AMO reserves the right to deactivate your account until payment is made, if payment is still not received after 45 days we may, at our own discretion, delete your account and all information associated with it.
- You agree that these Terms and Conditions shall be treated as though they were executed and performed in Minneapolis, Minnesota, and shall be governed by and construed in accordance with the laws of the State of Minnesota (without regard to conflict of law principles). All legal proceedings arising out of or in connection with these Terms and Conditions, Privacy Policy or any other agreement related to the use of AMO applications shall be brought solely in Minneapolis, Minnesota.

Last Updated: May 21, 2015