

## **HOTMAC Website Terms of Use**

Welcome to the hotmac.org website for the Heart of Texas Miniature Aircraft Club, Inc. also known as "HOTMAC". The following is important information regarding this site, our copyright to its contents and the rules for your use of the site as a registered member of HOTMAC.

This service may include a variety of features, such as bulletin boards and chat rooms, which allow feedback to HOTMAC and real-time interaction between users, and other features, such e-mail services, which allow users to communicate with others. Responsibility for what is posted on bulletin boards, chat rooms and other public posting areas on the service lies with each user - you alone are responsible for the material you post. HOTMAC does not control the messages, information or files that others may provide through the service. It is a condition of your use of the service that you do not:

- Restrict or inhibit any other user from using and enjoying the service.
- Use the service to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, objectionable, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the service to post or transmit any content, materials or information that violates or infringes upon the rights of others, including content that is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- Use the service to post or transmit any content, software or materials that contains a virus or other harmful component.
- Use the service to post, transmit or in any way exploit any content, materials or information for commercial purposes, or which contains advertising.
- Use the service to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without the express written approval of HOTMAC.
- Gather for the purpose of spamming e-mail addresses that have been posted by other users of the service.
- Use of the service to impersonate any person or entity: or forge or otherwise manipulate identifiers in order to disguise the origin of any materials posted; or falsely state or otherwise misrepresent your affiliation with a person or entity.

### ***Site Copyright***

All copyright rights to the design of this site, including rights to the work and designs provided by HOTMAC and compilations of listings materials organized for this application, are owned by Wild Apricot. All rights reserved. You cannot re-transmit, print or photocopy the materials on this site for re-distribution in any medium without the written permission of HOTMAC.

### ***No Protection for User Content***

If a user of this website provides content, materials or information to the site, such submissions shall be deemed to be non-confidential and placed in the public domain by the user. HOTMAC has no obligation of any kind with respect to such content, materials or information and is free to reproduce, use, disclose and distribute it to others without limitation. HOTMAC is free to use any ideas, concepts, know-how or techniques contained in the submissions for any purpose whatsoever, including but not limited to developing, manufacturing, marketing and distributing products and services incorporating such ideas.

### ***No Liability for Data and Hyperlinks***

HOTMAC will use reasonable efforts to include up-to-date and accurate information in this Internet site, but makes no representations, warranties, or assurances as to the accuracy, currency or completeness of the information provided. HOTMAC shall not be liable for any damages or injury, direct or indirect, resulting from your access to, or inability to access, this Internet site, or from your reliance on any information provided at this Internet site or at any site to which this site may post a hyperlink or reference, whether or not such damages or injury were foreseeable.

### ***Exclusion of Warranty***

This site is provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

### ***Privacy Policies***

Individual registration information submitted by members of HOTMAC will not be provided to any third party and information relating to use of the site will be published by HOTMAC in aggregated, statistical fashion only. HOTMAC members may be offered the opportunity to participate in e-mail services in the future but will also have the opportunity to opt out of any routine communication or that may be created based on information provided upon registration.

Non-personably identifiable information about site visitation patterns may be gathered so that we can monitor and may improve our web site. This information about your visit to this web site (not including your name, address, email address, or telephone number) may be used in order to provide advertisements about goods and services that may be of interest to you.

### ***Content Submissions***

You understand that HOTMAC has no obligation to monitor any bulletin boards, chat rooms, or other areas of this site through which users can supply content, materials or information. However, all content, materials and information submitted to HOTMAC is subject to acceptance by the company. HOTMAC reserves the right to reject, remove or modify any content, materials and information, in whole or in part at any time for any reason. In addition, HOTMAC reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request.

### ***Notice of modification/changes at will***

This Internet site is provided as a service to its visitors. HOTMAC reserves the right to delete, modify or supplement the content of this site at any time for any reason without prior notice. In addition, HOTMAC may update and modify these Terms of Use at any time and any further use of this site is subject to such modified Terms of Use.