

FAIRLABOR.ORG TERMS OF USE

The Fair Labor Association (“FLA”) is a nonprofit organization. The mission of FLA is to combine the efforts of industry, civil society organizations, and colleges and universities to protect workers’ rights and improve working conditions worldwide by promoting adherence to international labor standards.

By using, browsing or accessing our web site located at www.fairlabor.org (the “Site”) and the services offered on the Site (such services, collectively with the Site, the “Services”), you agree to be bound by these Terms of Use and the terms of our Privacy Policy located at http://www.fairlabor.org/terms_privacy, as in effect at the time you access the Site.

Use Guidelines

You agree to use the Services solely for not-for-profit or educational purposes. You shall not reproduce, sell, resell, distribute or exploit for any purpose other than for your own personal use, any portion of the Services. You may not: (a) access the Services using any high volume or automated means or (b) place pop-up windows over Site pages, or otherwise affect the display of Site pages.

You agree not to use the Services to: (a) violate any law, (b) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, (c) stalk, harass or harm another individual, (d) promote intolerance toward any protected class, (e) collect or store personal data about other users or visitors to the Site, or (f) disobey any requirements, procedures, policies or regulations of networks connected to the Services, or interfere with or disrupt the Services, the Site or servers or networks connected to the Site.

Proprietary Materials

All materials contained on the Site are Copyright ©2007 Fair Labor Association, are licensed or otherwise published by FLA with the permission of the owner of the material, or are licensed by the individuals posting such materials on the Site. All rights in such materials are reserved to the respective owners.

No materials contained on the Site may be copied, modified, published, broadcast, or otherwise distributed without our prior written permission. Any reproduction permitted under these Terms of Use must contain the following notice: "Copyright ©2007 Fair Labor Association. All rights reserved."

The information contained on the Site, as well as the design and layout of the Site, contains elements protected by trademark, trade dress, copyright, or other laws, and may not be copied or imitated in whole or in part. No text, logo, graphic, sound, or image from the Site may be copied or retransmitted without the express written permission of FLA (except as incidentally necessary to use this Site).

Intellectual Property Rights of Others

We respect the intellectual property rights of others and request that our visitors do the same. Pursuant to Section 512(c) of the Digital Millennium Copyright Act (DMCA), Title 17, United States Code, a copyright owner or its authorized agent may submit a notification for believed copyright infringement based on material that is residing on the Site.

If you think your work has been copied in a manner that constitutes copyright infringement, you may notify our copyright agent, who can be reached at:

Fair Labor Association
1505 22nd St. NW
Washington, DC 20037

The notification must include ALL of the following:

1. A physical or electronic signature of the copyright owner or the person authorized to act on the owner's behalf;
2. a description of the copyrighted work you claim has been infringed;
3. a description of where the material you claim is infringing is located on this Site;
4. your name, address, telephone number, email address and all other information reasonably sufficient to permit FLA to contact you;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that content has been taken down improperly from the Site or that access to material on the Site was improperly disabled, you may send a counter-notification to the FLA copyright agent identified above. Such counter-notification must contain the following information:

1. Your physical or electronic signature, or that of an authorized representative;
2. a description of the material that you claim has been improperly removed or to which you believe access has been improperly disabled and the location at which the material appeared before it was removed or access was disabled;
3. a statement by you, made under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. your name, address and telephone number, and a statement that (i) you consent to the jurisdiction of the federal district court for the judicial district in which such address is located or, if your address is outside of the United States, to any judicial district in which FLA may be found, and (ii) you will accept service of process from the claimant who provided FLA's designated agent with notification of the alleged infringement in accordance with the DMCA, or an agent of such person.

Warranties

YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THIS SITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, FLA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THIS SITE ARE NONINFRINGING; THAT ACCESS TO THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THIS SITE WILL BE SECURE; THAT THIS SITE OR THE SERVER THAT MAKES THIS SITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THIS SITE WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIALS FROM THIS SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FLA OR THROUGH OR FROM THIS SITE SHALL CREATE ANY WARRANTY OF ANY KIND. FLA DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS ON THIS SITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE.

IN CERTAIN STATES, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT NEITHER FLA, NOR ANY OF ITS AFFILIATES OR THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM YOUR USE OF OR INABILITY TO USE THIS SITE OR ANY OTHER SITE YOU ACCESS THROUGH A LINK FROM THIS SITE OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES YOU SEND US. THESE INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, YOUR LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES.

THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, AS THE RESULT OF NEGLIGENCE OR OTHERWISE ARISE OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS OR MATERIALS AVAILABLE FROM THIS SITE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

External Links, Users, Sponsors and Advertisers

Links provided to other locations or sites are made available for your convenience only and do not indicate endorsement by FLA of such other location or site or its information. The existence of a link to another site does not imply that the organization or person publishing at that site endorses any of the materials at the Site. FLA is not responsible for the materials contained at any web site linked to the Site. You agree that FLA is not responsible or liable for any loss or damage incurred as a result of any interaction or relationship with other users, sponsors, or advertisers, or as a result of any such person's or entity's access to and use of the Services.

Data Postings

Portions of the Site may allow users to post their own material. The materials posted by users do not necessarily reflect the views of FLA. By posting materials to the Site, you represent that you have all necessary rights in and to such materials, and that such materials will not infringe on any personal or proprietary rights of any third parties, nor will such materials be harmful, defamatory, unlawful, threatening, obscene, lewd, lascivious, harassing, or otherwise objectionable. All information that you provide to us shall be true, accurate and current.

FLA reserves the right, at its sole discretion, for any reason or no reason whatsoever, to review, edit, or delete any material posted by users, including, without limitation, any material that FLA determines may be harmful, defamatory, unlawful, threatening, obscene, lewd, lascivious, harassing, potentially in violation of any party's rights, or otherwise objectionable.

NOTWITHSTANDING THE FOREGOING, FLA EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIAL COMMUNICATED BY THIRD PARTIES THROUGH THE SITE.

By posting materials to the Site, you hereby grant to FLA a perpetual, non-exclusive license to use, reproduce,

prepare derivative works of, distribute, perform and display any such materials in any manner or medium and sublicense such rights to any third party. You may not advertise or solicit on the Site without FLA's express permission.

Privacy

If you provide personal information to us, all uses of your personal information will be treated according to our Privacy Policy located at http://www.fairlabor.org/terms_privacy. By using the Site and the Services, you are accepting the terms and conditions of our Privacy Policy. If you object to having your information used as described in the Privacy Policy, your sole recourse is to discontinue using the Services.

Modification to the Services and Terms of Use

FLA reserves the right to modify or discontinue the Services with or without notice or liability to you or any third party. FLA may change these Terms of Use from time to time and will notify you of any such changes by posting a notice of such changes on the Site.

If you object to any such changes, your sole recourse shall be to cease using the Services. Continued access to and/or use of the Services following notice of such modifications or changes shall indicate your assent to and acceptance of the Terms of Use, including, but not limited to, all posted changes.

Termination

FLA reserves the right to terminate your use of any or all of the Services at any time, for any reason, including, without limitation, violation of these Terms of Use. You agree that FLA shall not be liable to you or any third party for termination of your access to the Services.

Indemnification

You agree to defend, indemnify and hold harmless FLA, its affiliates and their respective directors, officers, trustees, employees, independent contractors and agents from and against any losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, suit, judgment, or proceeding brought or asserted by any third party arising out of or relating to (a) your violation of these Terms of Use or the rights of any other user, (b) your use of the Services, (c) any information submitted or transmitted by you through the Services, (d) your transmission of computer viruses, worms, harmful program routines or other similar items into the Site, or (e) your use of the Services to access, without authorization, any other computer or machine. FLA shall have sole control over any such defense.

Governing Law

These Terms of Use shall be governed by the laws of the District of Columbia, without regard to its conflicts of law provisions.

Miscellaneous

These Terms of Use contain the entire terms between the parties. In the event any provision of these Terms of Use is held to be illegal, invalid or unenforceable, then such provision shall be severed from these Terms of Use while the remaining terms shall remain binding on the parties hereto. FLA's failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action brought by you arising out of or related to the use of the Services, or specified in these Terms of Use, must be filed within one (1) year after such claim or cause of action arose, or shall be forever barred.