

## **TERMS OF SERVICE**

When using the public portion(s) of the Prometheus Alumni Association website you acknowledge that the information is provided “as is” and that any information provided to you on this site will only be used for personal purposes. If inaccuracies are noted, please notify the administrator at your earliest convenience and specify the inaccuracies.

When using the private portion(s) of the Prometheus Alumni Association website, the Private Prometheus Pages (hereafter referred to as “the PPP”) you agree to the following terms and conditions (the “Terms of Service”, hereafter referred to as “TOS”). If you do not agree in any part with the TOS, do not complete the registration form required for access to the PPP.

The administrators of this site reserve the right to change the contents of the TOS at any time without prior notification. Your continued use of the PPP after modification of the TOS implies your acceptance of any changes therein.

### **Registration**

If you elect to register to use the PPP and/or participate in any sweepstakes, contest, or other services offered by the PPP or the Alumni Association website as a whole, you agree to:

- (a) Provide true, accurate, current and complete information about yourself as prompted by the PPP’s registration form (such information being the "Registration Data"). Please be aware that certain pre-existing membership qualifications must exist for a valid registration form to exist. Specifically, you must be a Brother, Honorary or Sweetheart in good standing and affiliated with The Order of Prometheus Fraternity, Sigma Chapter, Theta Omega Phi.
- (b) Maintain and promptly update the Registration Data to keep it accurate. If you provide any information that is untrue, inaccurate, or incomplete; or the Administrators have reasonable grounds to suspect that such is the case, the Private Prometheus Pages has the right to suspend or terminate your account, without notice, and to refuse any and all current or future use of the PPP (or any portion thereof).

### **Usage**

You acknowledge that access to the PPP is a privilege of membership associated with the Order of Prometheus and that as such may be revoked at any time. Further, you acknowledge that you will be assigned an account for your own exclusive use and that you will not share access to this account with anyone else.

You acknowledge that all Content, whether publicly posted or privately transmitted via the PPP, is the sole responsibility of the person from which such Content originated. This means that you are entirely responsible for all Content that you post, email or otherwise transmit via the PPP.

The PPP does not control all of the Content posted to the PPP and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the PPP, you may be exposed to Content that you may consider to be offensive, indecent or objectionable.

Under no circumstances will the PPP, the Administrators or the parent organization, be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the PPP.

You agree to not upload, post, email or otherwise transmit any Content that is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable to general societal mores; Content that may be considered harmful to minors; Content that attempts to portray yourself as any other entity or person that is not you; Content that is considered to be private, proprietary or confidential in nature (ie financial information, patient related data or any type of information that could be considered to be covered by employment relationships or nondisclosure agreements); Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; Content that may be considered to be advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except in those areas that are designated for such purposes; Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal or otherwise act in a manner that negatively affects other users' ability to utilize the services provided by the PPP or the hosting company.

### **General Terms of Service and Restrictions on Use of Materials**

By using the PPP, you agree to be legally bound and to abide by the TOS just as if you had signed this Agreement. If you do not comply with the TOS at any time, the system administrators reserve the right to terminate your access. The PPP may discontinue or alter any aspect of the service, including, but not limited to:

- Restricting the time The Private Prometheus Pages Service is available
- Restricting the amount of use permitted
- Restricting or terminating any user's right to use the PPP

The above alterations may be performed at the Administrator's sole discretion and without prior notice or liability.

You are responsible for all charges associated with connecting to The Private Prometheus Pages Service.

All materials created for and by the PPP are the copyrighted and trademarked property of the PPP and/or its parent organization – The Alumni Association of the Order of Prometheus. The sole exception to content created for the PPP are the underlying programs used to run the site; those applications remain the property of the author and are used with permission until such time as the permission is revoked in writing.

All Content is copyrighted as a collective work under the U.S. copyright laws, and the PPP owns a copyright in the selection, coordination, arrangement and enhancement of such Content. The PPP name and logo are exclusively licensed to the PPP.

All other trademarks appearing on the PPP are trademarks of their respective owners.

The Private Prometheus Pages 's partners may also have additional proprietary rights in the content, which they make available through the PPP.

You acknowledge that you may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Content, in whole or in part.

You acknowledge that any materials posted by you to this website may be used, royalty free, without additional permission, in any manner deemed necessary by the Administrators of the PPP. You additionally acknowledge that any materials you post are not held as trademarks or copyrighted by other entities and that posting such materials can be held under the “fair use” statement of law.

You also agree to the TOS as posted by the hosting company of the PPP and the public portions of the Prometheus Alumni Association website. To review the hosting companies TOS please refer to this webpage **LINK**.

### **Submissions**

By posting or submitting content to this site, you grant the PPP, its parent organization, affiliates and licensees the right to use, reproduce, display, perform, adapt, modify, distribute, have distributed, and promote the content in any form, anywhere and for any purpose; and warrant and represent that you own or otherwise control all of the rights to the Content and that public posting and use of your Content by the PPP will not infringe or violate the rights of any third party.

If you send us creative suggestions, ideas, notes, drawings, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, the property of the PPP. None of the Submissions shall be subject to any obligation of confidence on the part of the PPP, and the PPP shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, the PPP shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and other dimensions and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

## **Links**

The PPP may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the PPP has no control over such sites and resources, you acknowledge and agree that the PPP is not responsible for the availability of such external sites or resources.

And that the PPP does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the PPP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **Subscription Services**

The PPP provides specialty subscription services to those members who choose to subscribe. These services currently include sub-domains and email services.

These subscription services are used to help offset the cost of maintaining the Alumni Association website.

Subscription to either of the services currently offered or any additional services offered in the future is subject agreement to the PPP TOS and the hosting company's TOS. Failure to comply with either TOS may result in revocation of the subscription. In the event of revocation of a subscription, no refund will be issued. Please refer to the "Penalties" section of the TOS for information on appeals, notification, etc.

## **Privacy**

It is our policy to respect the privacy of all users. Therefore, in addition to our Privacy Policy, we will not monitor, edit, or disclose member information to outside parties unless required in the course of normal maintenance of the PPP and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to:

1. Comply with the law or comply with legal process served on the Private Prometheus Pages, its Administrators or parent organization.
2. Protect and defend the rights or property of the Private Prometheus Pages.
3. Act in an emergency to protect the personal safety of our users or the public.

You shall remain solely responsible for the content of your messages.

All the PPP communications, including, but not limited to, chat and bulletin board communications are public and not private communications. Although the PPP reserves the right to remove without notice any Forum posting for any reason, we have no

obligation to delete content that you may find objectionable or offensive.

In addition, you warrant that all so-called "moral rights" in those materials have been waived.

### **Penalties**

Your privilege to use the PPP and contribute to discussions therein depends on your compliance with the member conduct guidelines set forth above. The Administrators of the PPP may revoke your registration privileges and/or take any other appropriate measures to enforce these guidelines if violations are brought to our attention.

Further, the Administrators of the PPP may at their sole discretion, terminate your membership or participation in any community, chat room or other area for any reason.

The PPP Administrators reserve the right to monitor some, all, or no areas of the PPP for adherence to these or other rules that may be published from time to time. You acknowledge that by providing you with the ability to distribute your content, the PPP is acting as a passive conduit for such distribution and the PPP is not undertaking any obligation or liability relating to any content or activities in any area.

There will be a single forum (referred to as the "The Arena") where the majority of the TOS will be suspended, excepting that superceding law as required or requisitioned by law enforcement officials will be enforced (as an example: if you threaten someone's life, this may be grounds for action).

If you do not like what is posted in the "The Arena" forum, your only recourse is to not participate. This is the only forum that will not be actively moderated.

Penalties for breaching the above rules of conduct will be dependent on the type of breach. Where necessary a review board will be convened consisting of at least 3 members of the Administrative team to hand down recommendations for penalties.

Dependent on the offense, penalties can include, but are not limited to:

- Email warning indicating offense type
- Removal of posting privileges for one week or more
- Revocation of account
- Contacting law enforcement
- A motion to put on probation, suspend or expel the member in question

The review board will - remove posts if necessary, advise the offender of the offense and give them a ten (10) day window to respond via email to defend themselves. During this ten-day appeal window, the Administrators, at their discretion, may suspend posting privileges to the PPP.

The appeal window will end after ten days or on the receipt of an appeal.

The administrative review team will review appeals within 10 days, reach a verdict, and notify the offender of their decision.

The administrative review team decision is final.

## **DISCLAIMER**

The PPP, its Administrators and/or parent organization is not responsible for any defects or failures associated with the PPP or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures.

In addition, the Private Prometheus Pages makes no guarantees as to the sites and information located worldwide throughout the Internet to which you may access as a result of the use of the PPP, including as to: (i) the accuracy, currency, content, or quality of any such sites and information, or (ii) whether any search using the PPP may locate unintended and objectionable content.

### **PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:**

The Private Prometheus Pages SERVICE IS PROVIDED 'AS IS' AND YOU USE IT AT YOUR SOLE RISK the Private Prometheus Pages EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WITHOUT LIMITATION, the Private Prometheus Pages MAKES NO WARRANTY THAT The Private Prometheus Pages SERVICE WILL MEET YOUR REQUIREMENTS, THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF The Private Prometheus Pages SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED THROUGH The Private Prometheus Pages SERVICE WILL MEET YOUR EXPECTATIONS.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM the Private Prometheus Pages PERSONNEL or subscribers OR THROUGH The Private Prometheus Pages SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF SERVICE.  
Indemnification

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Private Prometheus Pages, the Administrators and the parent

organization FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES) ARISING FROM YOUR USE OF OUR SERVICES, YOUR VIOLATION OF THE TERMS OF SERVICE OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO IMMEDIATELY NOTIFY the Private Prometheus Pages OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.