

TERMS OF USE

By accessing an AFL-CIO state federation or central labor council website, which includes, for purposes of the Terms of Use, using our mobile texts function and our applications, including applications on third-party sites or platforms such as social networking sites, you are indicating your acceptance to be bound by the provisions of these Terms of Use and the Privacy Policy, which is incorporated herein by reference. If you do not accept any of these terms, do not access the site. The AFL-CIO may, in its sole discretion, revise these Terms of Use at any time by updating this posting. Although we may attempt to notify you when major changes are made to these Terms of Use, you should visit this page periodically to review the most up-to-date Terms of Use because they are binding on you. By continuing to use this website following our posting of such changes, you agree to be bound by the Terms of Use, as modified.

The terms “you” and “User” as used herein refer to all individuals and/or entities accessing this website for any reason.

1. Eligibility

By accessing the AFL-CIO website, you represent and warrant that you are 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and that you have the right, authority, and capacity to agree to and abide by these Terms of Use. In any case, you affirm that you are over the age of 13, as the AFL-CIO website is not intended for children under 13. You also represent and warrant that you will use the website in a manner consistent with any and all applicable laws and regulations.

2. Permissions and Restrictions

AFL-CIO hereby grants you permission to access and use the website as set forth in these Terms of Use, provided that:

(a) You do not collect any personally identifiable information of others, including user names or email addresses, from the website.

(b) You may not use any AFL-CIO website in violation of any applicable law or regulation.

(c) You do not use the website for any commercial purposes without the prior written authorization of AFL-CIO. You agree not to transmit or otherwise make available any unsolicited advertising,

promotional information, bulk email, or other solicitation. You agree not to solicit, for commercial purposes, any users of the website with respect to their user comments.

(d) You do not circumvent, disable or otherwise interfere with security-related features of the website or our sites or servers (or networks connected to our website), including, without limitation, the following activities: (i) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (ii) attempting to interfere with communication to any user, host, or network, including, without limitation, via means of submitting a virus to this or any AFL-CIO site, overloading, "flooding," "spamming," "mailbombing" or "crashing"; or (iii) transmitting or otherwise making available any content containing any "virus," "worm," or "trojan horse" or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment. Violations of system or network security may result in civil or criminal liability. The AFL-CIO will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

(e) You do not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the website in a manner that sends more request messages to the AFL-CIO servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, AFL-CIO grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. AFL-CIO reserves the right to revoke these exceptions either generally or in specific cases.

(f) You do not alter or modify any part of the website.

(g) You do not harass, threaten, embarrass or cause distress, unwanted attention, or discomfort to a person or entity on or through the website or its communication systems.

(h) You do not transmit or otherwise make available on or through the website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, violent, vulgar, obscene, hateful or racially, ethnically, or otherwise objectionable, or potentially libelous or inflammatory, as solely determined by AFL-CIO.

(i) AFL-CIO reserves the right to change or discontinue any aspect of the website at any time, for any reason, and without notice to you.

(j) AFL-CIO reserves the right to suspend or terminate a user's access to the website, without prior notice and at AFL-CIO's sole discretion.

(k) This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the website.

3. User Accounts

In order to access some features of the website, such as, for example, interactive blogs, you have to login using your Facebook or Google login or become a registered user. As a User, you agree to be bound by the following terms:

(a) When creating or modifying your account, you must provide accurate, current, and complete information. We reserve the right to disallow use of any user name that we deem offensive or inappropriate. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing the website through any username/password assigned to you. You must notify the AFL-CIO immediately of any breach of security or unauthorized use of your account. You may never use another's account without permission.

(b) As a user, you may submit comments on various AFL-CIO blogs or other material (collectively, "User Content") to the website. AFL-CIO reserves the right, but does not assume the obligation, to delete, move, condense, or edit such User Content for any reason and without prior notice. AFL-CIO also reserves the right to suspend or terminate a User's access for posting User Content.

(c) You are solely responsible for your own User Content and the consequences of posting or publishing it. Submissions may be used by the AFL-CIO for any purpose in any form without the permission of the submitter and without any consideration apart from participation in accordance with these Terms of Use. By providing User Content to the AFL-CIO, you affirm, represent, and/or warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize the AFL-CIO to use all patent, trademark, trade-secret, copyright, or other proprietary rights in and to any and all User Content you submit to enable inclusion and use of such User

Content in the manner contemplated by these Terms of Use. You agree and represent that, unless you are the owner of such rights or have permission from the rightful owner, you will not submit material that (i) is copyrighted or protected by trademark or trade secret or other intellectual property rights of others; (ii) violates the privacy, publicity, or other personal rights of others; or (iii) reveals confidential information or otherwise violates the third-party proprietary rights of others. You further agree and represent that you will not submit material that is harassing, vulgar, unlawful, harmful, profane, defamatory, violent, obscene, threatening, abusive, hateful or is potentially libelous or inflammatory or racially, ethnically, or otherwise objectionable. The AFL-CIO reserves the right to not post submissions and to remove submissions without prior notice, at the sole discretion of the AFL-CIO.

(d) You retain all of your ownership rights in your User Content. However, by submitting User Content to AFL-CIO, you hereby grant AFL-CIO a worldwide, non-exclusive, royalty-free, sublicenseable, perpetual, and transferable license to use, reproduce, store, distribute, prepare derivative works of and display your User Content (and your user name, voice, appearance, and likeness) in any medium in connection with the activities and operations of AFL-CIO, its related and affiliated entities and successors, including, without limitation, for promoting and redistributing part or all of the AFL-CIO website (and derivative works thereof) in any form or media, now known or hereafter devised, in all languages throughout the world. You also give the AFL-CIO the non-exclusive right to use your name, voice, appearance and likeness, as well as any additional information you have provided about yourself, in any material prepared by or for the AFL-CIO in any form or media, now known or hereafter devised, in all languages throughout the world. You also hereby grant each user of the AFL-CIO website a non-exclusive license to access your User Content through the website, and to use, reproduce, and distribute such User Content for such user's personal, non-commercial purposes. You understand and agree that AFL-CIO may retain, reproduce, distribute, and otherwise use for any purpose copies of User Content that has been removed from the website. The above licenses granted by you are perpetual and irrevocable.

(e) AFL-CIO does not endorse, authorize, or ratify any User Content, or any opinion, recommendation, or advice expressed therein, and AFL-CIO expressly disclaims all liability in connection with User Content. AFL-CIO does not permit copyright infringing activities and infringement of intellectual property rights on its website, and AFL-CIO reserves the right, but does not assume the obligation, to remove any content from the website if notified that such content infringes on another's intellectual property rights.

4. Your Use of Content on the Site

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the AFL-CIO website.

(a) The content on the website (other than your User Content), including, without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, and the like (collectively, "AFL-CIO Content") is owned by or licensed by AFL-CIO. Similarly, the trademarks, service marks, and logos contained on the website are owned or licensed by AFL-CIO ("AFL-CIO Marks"). Except as otherwise provided in these Terms of Use, the AFL-CIO Content and the AFL-CIO Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of AFL-CIO. AFL-CIO reserves all rights not expressly granted in and to the AFL-CIO Content and the AFL-CIO Marks.

(b) The website is made available for your personal, non-commercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the website; and you may forward website materials to others for personal, non-commercial uses that are reasonably related to the website's purposes.

(c) You understand that when using the AFL-CIO website, you will be exposed to AFL-CIO Content, User Content, and other third-party content from a variety of sources, and that AFL-CIO makes no warranty about the accuracy, usefulness, safety, or intellectual property rights of or relating to such AFL-CIO Content, User Content, or other third-party content. You further understand and acknowledge that you may be exposed to User Content that may be inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against AFL-CIO with respect thereto.

(d) The website may contain links to third-party websites that are not owned or controlled by AFL-CIO. AFL-CIO has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. We encourage you to be aware when you leave the website and to read the terms and conditions and privacy policy of each other website that you visit.

5. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any AFL-CIO Content or User Content infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing AFL-CIO’s Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further details):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit AFL-CIO to locate the material;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number, and email address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

Send notifications of claimed infringement to: Copyright Agent, AFL-CIO, 815 16th Street, NW, Washington, D.C., 20006. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support, or other communications with AFL-CIO.

6. Disclaimer of Warranty

THIS WEBSITE IS PROVIDED TO YOU “AS IS.” YOU AGREE THAT YOUR USE OF THE AFL-CIO WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AFL-CIO, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “AFL-CIO PARTIES”), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE AFL-CIO PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS,

CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE. NOR DO THE AFL-CIO PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE AFL-CIO PARTIES DO NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE AFL-CIO WEBSITE OR ANY WEBSITE HYPERLINKED OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

7. Limitation on Liability

IN NO EVENT SHALL THE AFL-CIO PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE; (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY; AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OR INABILITY TO USE OUR WEBSITES OR ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE AFL-CIO WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AFL-CIO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE AFL-CIO PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY.

8. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AFL-CIO PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, OR DEBT AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES), OF WHATEVER NATURE, ARISING FROM: (I) YOUR USE OF THE AFL-CIO WEBSITE; (II) YOUR VIOLATION OF ANY TERM OF THESE TERMS OF USE; (III) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (IV) ANY CLAIM THAT ONE OF YOUR SUBMISSIONS CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF THE AFL-CIO WEBSITE.

9. Miscellaneous

These Terms of Use and Privacy Policy shall be governed by the internal substantive laws of Washington, D.C., without respect to its conflict of laws principles. Any claim or dispute between you and AFL-CIO that arises in whole or in part from the AFL-CIO website shall be decided exclusively by a court of competent jurisdiction located in Washington, D.C.

These Terms of Use and Privacy Policy, together with any other legal notices published by AFL-CIO on the website, shall constitute the entire agreement between you and AFL-CIO concerning the AFL-CIO website and supersedes prior agreements, if any, between you and AFL-CIO relating to any matter dealt with in these Terms of Use and Privacy Policy. If any provision of these Terms of Use or Privacy Policy is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any term of these Terms of Use and Privacy Policy shall be deemed a further or continuing waiver of such term or any other term, and AFL-CIO's failure to assert any right or provision under these Terms of Use and Privacy Policy shall not constitute a waiver of such right or provision. These Terms of Use and Privacy Policy, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by AFL-CIO without restriction. These Terms of Use and Privacy Policy and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the parties hereto and their respective successors and assigns, and nothing in these Terms of Use and Privacy Policy, express or implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of these Terms of Use and Privacy Policy.

You and AFL-CIO agree that any cause of action arising out of or related to the AFL-CIO website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use are made effective as of July 21, 2016.