## **AMO Terms and Conditions**

By using the AMO website ("Site") or AMO services ("Services"), you agree to be bound by the following Terms and Conditions. Please review them carefully.

#### 1. Modification of Terms

AMO reserves the right to modify, discontinue, or terminate the Site or Services, or to update these Terms at any time without notice. Any changes will be posted on the Site, and your continued use indicates acceptance. If you disagree with any modifications, you must cease using the Site and Services.

## 2. Registration and Account Responsibility

To use AMO, you must provide a valid name and email during registration and keep this information current. You are responsible for maintaining the confidentiality of your account credentials and are liable for all activities occurring under your account. If you suspect unauthorized access, notify AMO immediately.

#### 3. License and Use of Services

You are granted a non-exclusive, non-transferable, worldwide right to access and use AMO services solely for internal purposes via supported browsers. This right does not include any rights not explicitly granted in these Terms. You must be at least 13 years old to use the service.

#### 4. Prohibited Activities

# You agree not to:

- Post or transmit any unlawful, offensive, or inappropriate content.
- Impersonate any individual or entity, or misrepresent your affiliation.
- Engage in spamming, pyramid schemes, or other solicitation.
- Collect information about others without their consent.
- Transmit viruses, worms, or harmful content.
- Attempt to gain unauthorized access to the Site or Services.

Violations of these rules may lead to account suspension or termination, and AMO will report illegal activity to appropriate authorities.

# 5. Intellectual Property Rights

The design, content, and organization of the AMO Site and Services are protected by copyright and other proprietary laws. All rights are reserved by AMO, and any use outside of the licensed access to AMO's Site and Services is prohibited without AMO's express consent.

## 6. Compliance with Laws

You agree to abide by all applicable local, state, national, and international laws regarding data privacy, intellectual property, and transmission of content.

#### 7. Payment Terms and Refund Policy

AMO services are offered on a subscription basis, with fees dependent on the number of contacts in your account. AMO reserves the right to adjust subscription levels and charges when your contact count exceeds your current threshold. Payments are due within 30 days. If an account is past due for more than 45 days, AMO may deactivate or delete your account. All prepayments are non-refundable, and subscription fees are non-prorated.

## 8. Account Cancellation

You may cancel your account at any time by sending an email to <a href="mailto:billing@associationsonline.com">billing@associationsonline.com</a> with your account details. The cancellation will be effective as of the specified date, and any remaining subscription period will not be prorated or refunded.

# 9. Privacy Policy

Your use of AMO services is governed by AMO's Privacy Policy, located at <u>Privacy Policy</u>.

#### 10. Disclaimer of Warranties

AMO disclaims all warranties, express or implied, including non-infringement, merchantability, and fitness for a particular purpose. AMO is not responsible for indirect, incidental, or consequential damages, including loss of profits or data, regardless of legal theory.

# 11. Limitation of Liability

AMO will not be held liable for any losses or damages arising from your use of the Site or Services. This includes any failure of the service, disruptions, or data loss.

#### 12. Indemnification

You agree to indemnify and hold AMO, its partners, employees, and affiliates harmless from any claims, damages, or expenses arising from your violation of these Terms or use of AMO services.

# 13. Governing Law

These Terms and Conditions are governed by the laws of the State of Minnesota, without regard to conflict of law principles. Any disputes arising from the use of AMO services must be resolved in Minneapolis, Minnesota.

Last Updated: 9/25/2024