### **TERMS and CONDITIONS**

#### **Use of Site**

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchases. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

## **Our Rights**

We reserve the right to:

- 1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- 2. Change these Conditions periodically and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
- 3. We will use reasonable endeavors to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

# **Privacy Policy**

We are committed to protecting your privacy.

All the information gathered in online forms on the website is used to personally identify users that engage Atlanta Area Compensation Association and its services. The information will not be used for anything other than which is stated in these Terms & Conditions of use for this service. None of the information will be sold or be made available to anyone.

We may need to change this policy periodically in order to address new issues and reflect changes on our site. We will post those changes on the website so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send an E-mail directly to one of the Board members, which are located on the AACA website.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

# **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information

cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Third Party Links**

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### Order processing

Order processing will not begin until we receive a confirmed order and full payment. Every effort will be made to process a completed order to ensure timely membership and/or related services to the buyer.

## **Refund Policy**

Should you for any reason wish to cancel your purchase you must advise us in writing of your cancellation. Memberships are annual commitments and prorated amounts will not be reimbursed to the buyer after 30 days of purchase. Other services (non-member meeting fees, job posting fees) will be handled on a case-by-case basis and the Association will make every effort to accommodate the buyer whenever possible.

### **Payment Options and Pricing**

All transactions will be processed in US Dollar (USD) via check, credit/debit card, or cash.

AACA Board reserves the right to change pricing at any time without prior notice.

### Credit Card / Debit Card

We accept credit and / or debit card payments through our online payment system operated in partnership with Bank of America. If you do not have a credit/debit card please utilize one of the other payment options as noted under Payment Options and Pricing

### **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

#### Law

The Conditions will be exclusively governed by and construed in accordance with the laws of the United States of America whose Courts will have exclusive jurisdiction in any dispute.

### **Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

#### Consent

I understand that all the designs and trademarks are registered to the Atlanta Area Compensation Association and hereby accept the terms and conditions. I agree not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand there may be legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by the Atlanta Area Compensation Association for any civil action or any legal action deemed necessary against me.

### **Contact Details**

Atlanta Area Compensation Association

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