Greater Omaha Chamber Terms of Use

Welcome to OmahaChamber.org (the "Site"), the website of the Greater Omaha Chamber ("Chamber"). The Chamber provides these services to you subject to the following conditions. By accessing any areas of the Site, you agree to be legally bound and to abide by the terms set forth below. In addition, when you visit or purchase from any business affiliated with the Chamber, whether or not included within the Chamber’s website, you also will be subject to the guidelines and conditions applicable to such service or business.

PRIVACY POLICY

The Chamber recognizes the importance of respecting your privacy and has an established privacy policy as a result.

We encourage you to carefully read the Chamber's Privacy Policy.

COPYRIGHT

The Site contains copyrighted material, trademarks, trade dress and/or other intellectual property owned or controlled by the Chamber and/or its affiliates including (but not limited to) text, software, photos, video, graphics, music and sound. The Chamber as a whole is protected by copyright and trade dress, and all worldwide rights, titles and interests in and to which are owned by the Chamber. Unless otherwise noted, the Chamber owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. 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 may download copyrighted material for Subscriber's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of the Chamber and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.
CHAMBER LOGOS

The Greater Omaha Chamber’s logos are owned by the Chamber and may not be used in connection with any product or service that is not the Chamber's in any manner including any use that is likely to cause confusion in the marketplace, or in any manner that disparages or discredits the Chamber. All other logos not owned by the Chamber that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Chamber.

USE OF THIS SITE

You shall use this Site for lawful purposes only. This Site and all its contents are intended solely for your personal, non-commercial use. You may download or copy the contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the contents, the Site or any related software. All software used on this site is the property of the Chamber or its suppliers and protected by U.S. and international copyright laws. Additionally, you may not use the Site to send unsolicited advertising, promotional material, or other forms of solicitation to other users, except in specified areas, if any, which are designated for such a purpose.

SITE SECURITY

Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email posting. Violations of system or network security may result in civil or criminal liability. The Chamber will investigate occurrences that such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from the Chamber on this
Site and other than generally available third party Web browsers (e.g., Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, etc.).

**EXPORT**

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations - including but not limited to the Export Administration Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any content derived from the Site to either a foreign national or a foreign destination in violation of such laws.

**LINKS TO CHAMBER MEMBER WEBSITES**

This site is provided for the convenience of consumers who want to learn more about the Chamber and members of the Chamber. Websites of many Chamber members are linked to this site. These member sites are maintained by individual Chamber members or by a contracted third party. We are not responsible for examining or evaluating, and we do not warrant the offerings of any of these businesses or individuals or the content of their websites. The Chamber does not assume any responsibility or liability for the actions, product and content of all these and any other third parties.

**USER COMMENTS, FEEDBACK, POSTCARDS AND OTHER SUBMISSIONS**

We welcome your comments regarding the site. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") submitted by you shall be and remain the exclusive property of the Chamber. Your submission of any such Comments shall constitute an assignment to the Chamber of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. The Chamber will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not intend to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

**PRODUCT INFORMATION**

The prices displayed at the site are quoted in U.S. dollars and are valid and effective only in the United States. All products are offered subject to availability. Prices, promotions and/or discounts may be changed at any time without notice.
INDEMNIFICATION

You agree to defend, indemnify and hold the Chamber harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site.

DISCLAIMER

You expressly agree that use of the Site is at your sole risk. The Site is provided on an "as is," "as available" basis and the Chamber specifically disclaims warranties of any kind, either expressed or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose. Neither the Chamber, nor its affiliates, nor any of its officers, directors, or employees, agents, third-party content providers ("Providers"), merchants ("Merchants"), sponsors ("Sponsors"), licensors ("Licensors"), or the like (collectively, "Associates"), warrant that the Site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the Site, or as to the accuracy, reliability, or currency of any information content, service, or merchandise provided through the Site; except as otherwise expressly stated on the Site.

Under no circumstances shall the Chamber or any other party involved in creating, producing, or distributing the Site be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Site, including but not limited to reliance by you on any information obtained from the Site or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction, or unauthorized access to the Chamber's records, programs, or services. You hereby acknowledge that this paragraph shall apply to all content, merchandise, and services available through the Site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

TERMINATION OF USAGE

The Chamber may terminate or suspend your access to all or part of the Site, without notice, for any conduct that the Chamber, in its sole discretion, believes is in violation of any applicable law or is harmful to the interests of another user, a third-party Provider, Merchant, Sponsor, Licensor, service provider, or the Chamber.

GENERAL

This Agreement represents the complete agreement between the parties and supersedes all prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be
reformed only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect. The failure of the Chamber to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit the Chamber’s rights with respect to such breach or any subsequent breaches. This Agreement shall be governed by and construed under Nebraska law as such law applies to agreements between Nebraska residents entered into and to be performed within Nebraska. Any action or proceeding arising out of or related to this Agreement or your use of this Site must be brought in the state or federal courts of Nebraska. The Chamber further reserves the right to change the Terms of Use at any time. If the Chamber makes any change to the Terms of Use, the Chamber shall post the changes on this page of the Site and they shall become effective upon posting.