

## **TERMS OF USE - RVWA COMMUNITY FORUM**

These Terms of Use are applicable to the agreement between RVWA, an incorporated non-profit, and existing under the laws of the State of Indiana, having its principal place of business in Mishawaka, Indiana (“RVWA”) and yourself as the other party entering into this agreement (“You”).

You and RVWA are hereafter jointly referred to as the “Parties” and each separately as a “Party”.

The agreement consisting of these Terms of Use and other documentation referred to in these Terms of Use (“Agreement”) shall govern Your use of the RVWA Community Forum (the “Service”) that enables You to discuss online with other users of the forum.

By using the Service in any way, You acknowledge, represent and warrant that You have reviewed and accept this Agreement and, if You have indicated that You act on behalf of an entity, are authorized to act on behalf of such entity.

If You do not wish to be bound by this Agreement, do not use, access or register with the Service.

### **##1 Service**

#### **###1.1. Forum**

You may use the Service to discuss and exchange information with other users of the Service, subject to the terms and conditions of this Agreement and any policies of RVWA as in force from time to time as posted on the website of the Service at [RVWA.com/community](http://RVWA.com/community).

You agree to use the RVWA Service only for lawful purposes and that You are responsible for Your use of and communications and content You may post via the RVWA Service. You agree not to post or transmit any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes upon others’ intellectual property rights, impersonates any individual or entity, or otherwise violates any applicable law. You agree not to use the RVWA Service in any manner that interferes with its normal operation or with any other user’s use of the RVWA Service.

You are solely responsible for any content created for or posted on the Service and understand that RVWA does not directly control the content of the Service. Without limiting the foregoing, You are solely responsible for acting in the Service in accordance with all applicable laws, rules and regulations and the terms and conditions of this Agreement.

RVWA reserves the right to remove all content from the Service or temporarily suspend the Service when such removal or suspension is necessary to remove content that is not compliant with the terms and conditions of this Agreement.

### **###1.2. Changes to the Service**

RVWA shall have the right to change the Service or any part thereof at any time. RVWA shall use reasonable efforts to inform You in advance of any material changes that may affect Your use of the Service in an adverse way. If You do not wish to use the changed Service, You may terminate Your use of the Service and this Agreement effective by deleting your account in the Service.

### **##2 Service Levels**

RVWA does not give any guarantees of the availability of the service. The Service may be unavailable or closed without prior notice.

### **##3 Intellectual Property Rights**

#### **###3.1. The Service**

Any and all intellectual property rights to the Service remain the sole and exclusive property of RVWA or third parties.

#### **###3.2. Your content**

Any and all intellectual property rights to any material You have provided to the Service shall remain Your sole and exclusive property. You grant RVWA a perpetual, irrevocable, royalty-free, non-exclusive, sublicensable and transferrable license to use, copy, reproduce, modify, make available and distribute such material for the purposes of making available the Service.

You are responsible for all the content You provide to the Service and You need to ensure You do not break any third party intellectual property rights or other regulations by adding content to the Service.

### **##4 Indemnification**

You agree to indemnify, defend and hold RVWA, its affiliates, subsidiaries, directors, officers and employees (collectively "Indemnified Person(s)") harmless from and against any and all third party claims and any related liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees) brought against any Indemnified Person(s), arising out of, related to or which may arise from Your breach of the terms and conditions of this Agreement or in relation to the Service or any business, activity or transactions carried out or performed on the Service.

## **##5 No Warranty, Limitation of Liability**

The Service is provided on an “as is” basis, and Your sole recourse in the event Your dissatisfaction with the Service is to terminate this Agreement in accordance with Section 7 below. RVWA makes no warranty, express or implied, and expressly disclaims the warranties or conditions of availability, correctness, non-infringement, merchantability, and fitness of the Service for any particular purpose.

In no event shall RVWA be liable for any consequential, special, indirect, exemplary, or punitive damages (including without limitation loss of profits or damages caused due to decrease or interruption in turnover or production) whether in contract, tort or any other legal theory, even if RVWA has been advised of the possibility of such damages.

## **##6 Termination**

The Agreement shall remain valid until terminated by either Party in accordance with the following:

- Any offerings or parts of the Service provided to You free of charge may be terminated by You at any time by deleting your account or informing RVWA of such termination in writing
- RVWA may terminate this Agreement and any and all Services provided under this Agreement for convenience and without any liability at any time.

Either Party may terminate this Agreement for cause by a written notice to the other Party in case such other Party is in material breach of this Agreement.

Upon the termination of this Agreement for any reason:

- Your right to use the Service shall cease immediately
- RVWA shall have the right to remove your account from the Service and shall have the right to delete any materials provided by You without any liability.

Any Sections of this Agreement that which by their nature are intended to survive the termination of this Agreement, shall so survive.

## **##7 Other Provisions**

### **###7.1 Amendments to this Agreement**

RVWA may change the terms and conditions of this Agreement at any time by posting the changed information and documents at [RVWA.com/community](http://RVWA.com/community) and by using its reasonable efforts to inform You of the change via email, at [RVWA.com/community](http://RVWA.com/community) or otherwise. Should

You not wish to continue the use of the Service under the amended Agreement, You can terminate this Agreement to end on the date on which the changes would take effect by deleting your account or informing RVWA of the termination before such date. By continuing to use the Service following such changes, You agree to be bound by the amended Agreement.

### **###7.2 Entire Agreement**

This Agreement (together with a possible separate written agreement referring to and incorporating these terms and conditions) constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all proposals, oral or written, all previous negotiations, and all other communications between the Parties with respect to the subject matter of the Agreement.

### **7.3 No Waiver**

The failure to require performance of any provision shall not affect a Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

### **7.4 Severability**

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention, and the remaining provisions of this Agreement will remain in full force and effect.

### **###7.5 Assignment**

You may not assign this Agreement or any of Your rights and obligations hereunder to any third Party. RVWA may assign this Agreement and any of its rights and obligations under this Agreement to its affiliate or a third party at any time without notice.

### **###7.6 Governing Law, Resolution of Disputes**

This Agreement shall be governed by the laws of the State Of Indiana excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the State of Indiana. The seat of arbitration shall be in the state of Indiana. The language of the arbitration shall be English or other language agreed by the Parties.