MEMA Terms of Use
Effective May 25, 2018

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2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Sites;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user's e-mail address in our records, or written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

MEMA's Copyright Agent for Notice of claims of copyright infringement and counter-notifications can be reached as follows:

By Mail: ATTN: MEMA Webmaster
PO Box 13966
RTP, NC 27709-3966
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You are solely responsible for maintaining the secrecy of your passwords and/or any account information in connection with the Sites, and for restricting access to your computer and your account. You are fully responsible for all activities that occur under your account or password, and you agree to notify MEMA immediately of any unauthorized use of your passwords or accounts.

PROHIBITED ACTS, MONITORING OF CONTENT AND TERMINATION

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1. upload, post, email, transmit or otherwise make available:
• any content that is unlawful, abusive, vulgar, harmful, threatening, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, or otherwise objectionable;
• any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
• any content that infringes any patent, trademark, trade secret, image or program, copyright or other proprietary rights of any party;
• any unsolicited or unauthorized advertising, charity requests, petitions for signatures, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designed for such purpose;
• any material that contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
2. harms minors in any way;
3. impersonate any person or entity, including but not limited to a MEMA official or MEMA managing editor, or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or Communication Services;
5. interfere with or disrupt the Sites or Communication Services or servers or networks connected to the Sites or Communication Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites or Communication Services;
6. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law, or encourage others to engage in such conduct;
7. interfere in any way with other users of the Sites or Communication Services;
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9. post, list or transmit articles which are off topic according to the description of the group affected (collectively, the "Prohibited Acts").

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**APPLICABLE LAW**

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The parties acknowledge that these Terms of Use evidence a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to these Terms of Use shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

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By using the Sites, you and MEMA agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites, Communication Services or any services provided by MEMA through the Sites, or the breach, enforcement, interpretation, or validity of these Terms of Use or any part ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute.

Notice shall be sent to:

- **For MEMA:**
  
  ATTN: MEMA Disputes
  
  PO Box 13966
  
  RTP, NC 27709-3966

- **For you:** the contact information on file with MEMA

Both you and MEMA agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. Any such Dispute shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then
in effect, and will occur in the Washington, DC area, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Terms of Use, including any claim that all or any part of this Terms of Use is void or voidable.

**CHOICE OF FORUM**

You further agree that any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the District of Columbia and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE DISTRICT OF COLUMBIA FOR ANY DISPUTES OR CLAIMS BROUGHT UNDER THIS PROVISION; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE DISTRICT OF COLUMBIA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

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