

# Privacy and Legal Disclaimer

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## A FEW WORDS ABOUT YOUR PRIVACY

PCWA has adopted these guidelines to ensure customer privacy and protect personal data.

### **1. Information Collection and Use**

We will ask you when we need information that personally identifies you or allows us to contact you. Such information may be requested when you update your files, make donations or similar activities. Your information may be used for the following purposes:

- To make the site easier for you to use and navigate
- To help you quickly access services or information on our website.
- To help us create content relevant to you
- To alert you to site updates, new features, benefits and offers

### **2. Updating Personal Files**

If you choose not to update your personal files, you will still be able to access content. However, you may not be able to access areas or sources that require personal file information.

### **3. Personal File Updates**

We provide you with the means to ensure that your personal information is correct and current.

#### **4. Security**

PCWA protects the security of your personal information and honors your choices for its intended use. We carefully protect your data from loss, misuse, unauthorized access or disclosure, alteration or destruction. Personal information will be used for PCWA business purposes only.

#### **5. Newsletter Mailings**

You have the right to control whether you receive updates through our third-party newsletter and emailing services.

#### **6. Feedback**

If you believe PCWA has not adhered to the principles above, please notify us by email. We will do our best to determine and correct the problem promptly.

### **LEGAL DISCLAIMER**

#### **1. ACCEPTANCE OF TERMS**

By accessing the PCWA WebSite ("the Service"), you signify your agreement to all terms, conditions, and notices contained or referenced herein, the Terms of Service ("TOS"). If you do not agree to the TOS, do not use this Service. We reserve the right, at our discretion, to update or revise the TOS. Please check the Terms periodically for changes. PCWA provides its service to you, subject to the following TOS, which may be updated by us from time to time without notice to you. In addition, when using particular PCWA services, you shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. Your continued use of this Service following the posting of any changes to the TOS constitutes acceptance of those changes.

#### **2. DESCRIPTION OF SERVICE**

PCWA currently provides users with access to online resources. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new PCWA properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that PCWA assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

#### **3. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE. SPECIFICALLY, PCWA DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES, AND DISCLAIMS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.
- PCWA MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PCWA OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

#### **4. LIMITATION OF LIABILITY**

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### **3. MEMBER CONDUCT**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not PCWA, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. PCWA does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will PCWA be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, a PCWA official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, email, transmit or otherwise make available 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);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- 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;
- "stalk" or otherwise harass another; or
- collect or store personal data about other users.

You acknowledge that PCWA does not pre-screen Content, but that PCWA and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, PCWA and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by PCWA or submitted to PCWA, including without limitation information in PCWA Links, News, and in all other parts of the Service.

You acknowledge and agree that PCWA may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of PCWA, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **5. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **6. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE**

PCWA does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion in the Service, you grant PCWA an unlimited, world-wide, royalty free license.

## **7. INDEMNITY**

Upon a request by PCWA, you agree to defend, indemnify, and hold harmless PCWA and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Service. PCWA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with PCWA in asserting any available defenses. Further, you agree to indemnify and hold PCWA, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

## **10. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that PCWA may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on PCWA's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that PCWA has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that PCWA reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that PCWA reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **12. MODIFICATIONS TO SERVICE**

PCWA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that PCWA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **13. TERMINATION**

PCWA reserves the right, in its sole discretion, to terminate your access to all or part of this Service, with or without notice. You agree that PCWA, in its sole discretion, may terminate your use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if PCWA believes that you have violated or acted inconsistently with the letter or spirit of the TOS. PCWA may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that PCWA may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that PCWA shall not be liable to you or any third-party for any termination of your access to the Service.

## **14. DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that PCWA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service. NOTE THAT ALL MERCHANDISE SOLD OR GIVEN AWAY ON THE PCWA WEBSITE ARE PROVIDED BY ADVERTISERS AND NOT PCWA, REGARDLESS OF THE APPEARANCE OR BRANDING OF THE PRODUCT OFFERING OR ADVERTISEMENT ON THE PCWA WEBSITE. IF YOU DO NOT WISH TO DEAL WITH SUCH ADVERTISERS, DO NOT PURCHASE ANY ITEMS FOR SALE OR ACCEPT ITEMS ON THE PCWA WEBSITE.

## **15. LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because PCWA has no control over such sites and resources, you acknowledge and agree that PCWA is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that PCWA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or

alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **21. NOTICE**

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

## **24. GENERAL INFORMATION**

This TOS shall be governed by and construed in all respects by the laws of the State of Georgia, as such laws are applied to agreements entered into and performed entirely within the State of Georgia and between Georgia residents. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck to the extent of such invalidity or unenforceability, and the remainder thereof, as well as the remaining provisions of the Terms shall be fully enforced. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these TOS or your use of this Service shall be filed only in the state or federal courts located in the State of Georgia, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. The TOS constitute the entire agreement between you and PCWA and govern your use of the Service, superseding any prior agreements between you and PCWA. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.. The failure of PCWA to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any contract arising out of or related to use of this Service provided by PCWA or otherwise arising out of or related to the provisions and conditions of the TOS, must be filed within one (1) year after such claim or cause of action first arose or shall be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

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