

WEBSITE TERMS OF USE

By virtue of accessing and/or viewing the website www.nomas.org ("Website"), You, the "Viewer," agree to these Website Terms of Use ("TOU"). If Viewer does not agree to these TOU, Viewer should not use or access the Website for viewing "Content" or for any other purpose.

DEFINITIONS

"Content" means any description, email, file, information, data, graphic, text, image, photograph, sound, video, message, posting, or text, that is made available through, uploaded to, posted on, linked from, or transmitted through the Website by "Users," which is collectively referred to as Content "posted on" the Website by "Users."

"User" or "Users" means a person or persons who post Content on the Website pursuant to the "Website Posting Agreement," located here.

"Provider" means Worldwide Visionaries, the entity that operates and provides the Website.

APPLICABILITY TO USERS

Users who post Content to the Website are bound not only by the terms of the Website Posting Agreement, but also shall follow these TOU. In the event that these TOU are inconsistent with the Website Posting Agreement, the Website Posting Agreement shall control.

WEBSITE IS FOR PERSONAL USE

Viewer agrees to use or access the Website, and any Content found on the Website, solely for lawful, non-commercial purposes. Furthermore, Viewer agrees to respect the privacy of other Viewers and/or Users. In connection with respecting the privacy rights of others, Viewer agrees not to contact any other Viewers or Users who do not want to be contacted. User agrees not to solicit and/or use other Viewers and/or Users' personal data for commercial or unlawful purposes.

Viewer also agrees not to employ methods of accessing or using the Website that will disrupt the Website. In addition, Viewer agrees not to employ any methods of retrieving Content from the Website that will disrupt the Website. Methods that will disrupt the Website include automated means for downloading or retrieving Content. Moreover, Viewer agrees not to directly interfere with Content posted on the Website, but instead agrees to direct all complaints regarding Content found on the Website (other than copyright infringement claims) to info@nomas.org.

RESPONSIBILITY FOR CONTENT

Viewer agrees that Provider is not responsible for any Content Users post on the Website. Viewer agrees that each User assumes all liability for Content each User posts, as stated in the Website Posting Agreement. Viewer acknowledges that each User has represented and warranted that the User is authorized to post the Content on the Website that the User posts.

OBJECTIONABLE CONTENT

Viewer recognizes that he/she may be exposed to Content that Viewer finds objectionable, offensive, harmful, misleading, inaccurate, or indecent. Viewer acknowledges that Provider does not have access to and cannot pre-approve Content posted by Users prior to such Content being posted on the Website. Further, Viewer agrees that Provider does not monitor and cannot approve all Content posted by Users even after such Content is posted on the Website, due to the volume of Content. Provider relies on Viewer and other viewers to notify Provider of Content that is objectionable and Provider shall endeavor in good faith to remove such Content or move such Content to a more suitable section of the Website, when such Content is brought to Provider's attention. However, Viewer recognizes and agrees that such removal, deletion, or movement of Content to another section of the Website will be at Provider's sole discretion and that Provider will not be liable for its decision regarding removal, deletion, or movement of objectionable Content to another section of the Website.

To report objectionable, offensive, harmful, misleading, inaccurate, or indecent Content, Viewer should send an email to: info@nomas.org. The subject line of the email should indicate the purpose of the email. The body of the email should reasonably identify the Content at issue, including a brief description of the Content and where the Content is located on the Website.

RELIANCE ON CONTENT AND OTHER WEBSITES

Viewer recognizes and agrees that reliance on or use of Content shall be at Viewer's sole risk. Viewer recognizes that Content posted on the Website may contain links to other websites, directories, servers, databases, or networks (collectively "Other Websites") that are not affiliated with Provider. Viewer agrees that Provider does not control these Other Websites and that Provider makes no guarantee as to the accuracy of Content or advertisements posted on them. In addition, Viewer agrees that Provider does not guarantee or make any warranties as to the products or materials provided on or available from these Other Websites and, Viewer agrees to assume all risks associated in dealing with these Other Websites. Viewer further agrees to that under no circumstance whatsoever will Provider be liable for any loss or damage incurred by virtue of Viewer's dealings with Other Websites.

COPYRIGHT INFRINGEMENT CLAIMS

Users posting Content on the Website warrant and represent that they are authorized to post Content on the Website. Viewer agrees that any copyright infringement claim that may arise from a User posting Content on the Website shall be brought only against the User who posted the Content that is the basis of the copyright infringement claim.

Provider will promptly process and investigate proper notifications of alleged copyright infringement and will take appropriate actions under the applicable law and under the Website Posting Agreement. To properly notify Provider of a copyright infringement claim under the Digital Millennium Copyright Act ("DMCA"), Viewer must follow the instructions found on the Copyright Infringement Notification page.

Once provider has received a Copyright Infringement Notification, the User who posted the Content that is the subject of the notification will have an opportunity to respond, as set forth in the DMCA and outlined in the Copyright Infringement Notification www.copyright.gov page.

WAIVER OF CLAIMS

Viewer agrees to waive all claims and controversies arising out of or relating to Content that is posted on the Website by Users. Specifically, but without limitation, Viewer agrees that claims for copyright infringement, slander, libel, defamation, misrepresentation, and/or fraud, arising out of or related to Content that a User posts shall only be brought against the User who posts the Content that is the basis for the claim(s).

ACCESS, TERMINATION, AND RESTRICTIONS ON CONTENT

Viewer agrees that Provider retains control over use of and access to the Website and may impose certain limits on Viewer's use or access, including the termination of Viewer's use or access. Provider grants Viewer a revocable, personal, nonexclusive, nontransferable license to use or access the Website. At the sole discretion of Provider, this license may be revoked. In addition, Viewer agrees that Provider may impose restrictions on Content posted on the Website, including file-size limitations and limits on the time period that Content will be available on the Website. Viewer agrees that Provider will not be liable to Viewer or any third party for a limitation on use of or access to the Website and Provider will also not be liable for limitations imposed on Content or the deletion of Content.

ALL WARRANTIES DISCLAIMED

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OR CONDITION, WHETHER EXPRESS, IMPLIED OR STATUTORY. PROVIDER, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

IN NO EVENT SHALL PROVIDER, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR ITS SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO VIEWER'S USE OF OR RELIANCE ON THE WEBSITE, INCLUDING USE OF OR RELIANCE ON ADVERTISEMENTS, LINKS, OR INFORMATION PROVIDED ON THE WEBSITE. THIS LIMITATION OF LIABILITY APPLIES TO CONTENT POSTED ON THE WEBSITE BY USERS, AS WELL AS PRODUCTS OR MATERIALS OBTAINED THROUGH THE WEBSITE. FURTHERMORE, THIS LIMITATION OF LIABILITY ALSO APPLIES TO DAMAGES THAT ARISE OUT OF OR ARE RELATED TO TERMINATION OF THE WEBSITE, RESTRICTIONS ON VIEWER'S ACCESS TO THE WEBSITE, AND DELETION, REMOVAL, OR MOVEMENT OF CONTENT.

INDEMNITY

Viewer agrees to indemnify and hold Provider, its subsidiaries, officers, directors, and employees, harmless from any claim or demand, including attorneys' fees, made by any third party arising out of or in related to Viewer's activities on and use of the Website.

SEVERABILITY

If any term, condition, restriction, or provision of the TOU is declared or found by a court of competent jurisdiction to be illegal, unenforceable, or void, Provider and Viewer agree that such invalid term, condition, or provision shall be severed from the remaining terms, conditions, restrictions, and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

WAIVER

The failure of Provider to enforce any term or provision of this TOU does not constitute a waiver of the TOU or any right or provision contained herein. No waiver of any provision of the TOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

CONSENT TO JURISDICTION

Viewer unconditionally consents to the personal and exclusive jurisdiction of the state and federal courts of the State of Colorado for any claim or controversy arising out of or related to Content Viewer's access to the Website, these TOU, or Content posted on the Website.

ENTIRE AGREEMENT

Unless the Website Posting Agreement controls, this TOU constitutes the entire agreement between Viewer and Provider pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings between Viewer and Provider.

STATUTE OF LIMITATIONS WAIVER

Viewer agrees that all claims or causes of action arising out of or related to the TOU or the Website that are brought by Viewer, shall be brought within one (1) year after such causes of action or claims arise. Viewer agrees to waive all statutes of limitation and laws that provide for a different period of time to bring such claim(s) and/or cause(s) of action. Viewer agrees that if Viewer does not bring a claim or cause or action within one year of it arising, then such claim or cause of action will be forever barred.

FINAL MATTERS

The headings contained in the TOU are inserted merely for convenience only and shall not control or affect the meaning, construction, or effect of the TOU or any of its provisions.