# NORML LIST SERVE TERMS OF USE (Effective May 1, 2013)

The following are terms of a legal agreement between you and the National Organization for the Reform of Marijuana Laws (NORML). By accessing, browsing and/or using this site ("Site"), including all related listservs, forums, and similar services, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations, including US export and re-export control laws and regulations.

# 1. COMMENTS BY USERS ARE NOT ENDORSED BY NORML:

NORML does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on its forums, listservs, and similar services. Nor does NORML make any warranties with respect to any of the merchandise or opinions mentioned on these services. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements, and do not necessarily represent the views of NORML.

# 2. USE OF THE SERVICE BY YOU:

You agree to use the Site to further the goals and purposes of the NORML, and you will not knowingly use the Site to the detriment of the organization or any of its members. You agree that the Site shall not be used, directly or indirectly, to aid in the prosecution of any criminal matter, or to assist any prosecutor or agent of the prosecution in the performance of his/her official duties.

You agree to take all necessary precautions to protect the confidentiality of content and messages posted to the Site and to otherwise prevent others from having unauthorized access to and use of information from the Site, either directly or indirectly.

You agree not to use any obscene, indecent, or offensive language or to place on these services any material that is defamatory, abusive, harassing, or hateful.

Further, you may not place on these services any material that is encrypted, constitutes junk mail, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, national or international law or regulation.

You agree to refrain from posting any advertisements or using the site and any related listserves, forums and other services for commercial gain.

You agree to use these services only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. You are responsible for ensuring that any material you provide to these services or post on a forum or listserv, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights. Material on these services is for your personal use only. These services may contain copyrighted and other proprietary information.

You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through these services, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement or NORML.

You agree not to disrupt, modify or interfere with these services or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of these services. You further agree not to alter or tamper with any information or materials on or associated with these services.

Other than connecting to NORML's servers by http requests using a Web browser, you may not attempt to gain access to NORML's servers by any means - including, without limitation, by using administrator

passwords or by masquerading as an administrator while using these services or otherwise.

You acknowledge that NORML has not reviewed and does not endorse the content of all sites linked to from these services and is not responsible for the content or actions of any other sites linked to from these services. Your linking to any service or site is at your sole risk.

#### 3. USE OF MATERIAL SUPPLIED BY YOU:

You acknowledge that NORML cannot guarantee the confidentiality of its Site and that non-NORML members may see information posted even to the Members Only areas and services provided. You will consider all of your materials to be public once posted and will be prudent and careful when sharing any information or material that may be sensitive. You acknowledge that by transmitting information and material via the Site you do so at your own risk and potential expense.

By posting messages, uploading files, inputting data, or engaging in any other form of communication through these services, you grant NORML a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication in any medium (now in existence or hereinafter developed) and for any

purpose, including commercial purposes, and to authorize others to do so.

### 4. COPYRIGHT COMPLAINTS:

NORML respects the intellectual property of others, and we ask our users to do the same. NORML may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

If you believe that your work has been copied and is accessible on these services in a way that constitutes copyright infringement, or that these services contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify NORML by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to NORML's Legal Counsel.

- a) A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit NORML to locate the material;
- d) Information reasonably sufficient to permit NORML to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

# 5. MATERIALS POSTED BY OTHERS:

You agree that NORML is not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

### 6. INDEMNIFICATION:

You agree to indemnify NORML and its affiliates, employees, agents, and representatives, and to defend and hold each of them harmless, from any and all claims

and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through these services, or from your breach of this Agreement, or from any such acts through your use of these services.

#### 7. EDITING AND DELETIONS:

NORML reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on these services, in its sole discretion, without notice.

#### 8. ADDITIONAL RULES:

NORML reserves the right to post, from time to time, additional rules of usage that apply to specific parts of these services. Such additional rules will be posted in the relevant parts of these services, and will be clearly identified. Your continued use of these services constitutes your agreement to comply with these additional rules.

# 9. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

You use the service at your own risk, and NORML and its affiliates disclaim any and all liability for the accuracy of representations made herein by persons posting any claims or statements, or the reliance upon you by said statements. NORML is held harmless, and you agree to the same by using this service, regardless

of the your reliance on any of the information so posted. NORML does not warranty it.

NORML makes no guarantees that this service will not be interrupted at any time, and it has no liability for failures, errors or omissions.

#### 10. TERMINATION OF ACCESS TO THE SERVICE:

Use of this list serve is a privilege, not a right, and consequently, NORML has the authority and discretion to suspend or terminate your ability to access these services, for any or no reason, without notice, for violations of our rules of use or standards of etiquette. The Board of Directors has adopted rules and guidelines which members and moderators will be bound by.

# 11. JURISDICTION:

NORML makes no representation that materials on these services are appropriate, available or legal in any particular location. Those who choose to access these services do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the District of Columbia applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in the District of Columbia. In

addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.