

Terms of UABA Website Use Agreement

PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES

Introduction and Background

This is the Terms of Use Agreement ("Agreement") for the website of the Ukrainian American Bar Association ("UABA") ("Site," "we," "us," or "our"). This Agreement applies whether you are accessing the Site via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered (each, a "Device").

This Site is offered and made available only to users 18 years of age or older. If you are not yet 18 years old or the required greater age for certain features, please discontinue using the Site immediately, or if for any reason, you do not agree with all of the terms and conditions contained in this Agreement, please discontinue using the Site immediately because by using or attempting to use the Site, you certify that you are at least 18 years of age.

The UABA is pleased to provide the information on this website as a service to its members and the general public. While the information on this site is about legal issues, it is not intended as legal advice or as a substitute for the advice and counsel of a licensed attorney. Due to the rapidly changing nature of the law and our dependence on information provided by outside sources, the UABA does not and can not warranty or guarantee the accuracy or availability of the content on this site or on any other site to which this site links. Moreover, these links to other third party sites are provided exclusively for convenience and are not and should not be interpreted as an endorsement, sponsorship or recommendation of the third party site.

Remember, this site is provided solely as a service to the members of the UABA and the general public to promote the understanding of the law. The law differs from state to state and sometimes within states, procedurally, from jurisdiction to jurisdiction. If you have a legal issue that needs attention, there is no substitute for a licensed attorney. Please, contact an attorney in your area.

Definitions

In this Agreement, the term "Site" includes all websites and web pages within the Site as well as any equivalent, mirror, replacement, substitute or backup websites and web pages that are associated with the Site.

The words "use" or "using" in this Agreement means any time an individual (a "user"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with use, display, view, print or copy from the Site, transmit, receive or

exchange data or communicate with the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever.

Terms

These terms and conditions regarding your use of this Site constitute a legally binding agreement between you and the UABA. This Agreement does not cover your rights or responsibilities with respect to third party content or sites or any links that may direct your browser or your connection to third party sites or pages. This is the entire and exclusive Agreement between you and us regarding use of the Site and it cannot be modified, except as specifically described below in Section 2. By using this Site, you understand, acknowledge and agree that you will abide by the terms of this Agreement and any additional terms that govern certain products and services, which will be presented in conjunction with those products and services ("Additional Terms"). The Site may also provide rules of participation ("Rules") for certain activities and services. The Site's Additional Terms and the Privacy Policy and the Rules are hereby incorporated in this Agreement by reference. To the extent that there is a conflict between this Agreement and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. To the extent that there is a conflict between this Agreement and the specific Rules for the activity in which you choose to participate, the Rules shall govern. This Agreement will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under this Agreement, the Privacy Policy, any Additional Terms or Rules, including any indemnifications, warranties and limitations of liability.

1. Registration

We may require each user to have a unique user name and password combination in order to access and use certain features or functions of the Site and may also, from time to time, provide users with additional codes or passwords necessary to access and use certain features or functions of the Site. Please read our Privacy Policy, which describes the personally identifiable information ("Personal Information") we may collect, use, disclose, manage and store. As part of the registration process for the feature or function, you will choose a user name and password (or we may assign an initial password which we will give you the option to change). Your user name and password are personal to you and you may not allow any others to use your user name or password under any circumstances. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your user name or password or any other need to deactivate your user name or password due to security concerns.

2. Modifications

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will post or display notices of material changes on the Site and/or e-mail you or notify you upon login about these changes; the form of such notice is at our discretion. Once we post them on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms and conditions of this Agreement, including, but not limited to the Privacy Policy, regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

3. Ownership of Intellectual Property

The contents of this Site, including all Site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectible elements of the Site, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Material"), are the property of UABA, and any of their successors and assigns, and any of their respective licensors, Advertisers (as defined below), suppliers, and operational service providers and are legally protected, without limitation, under U.S. Federal and State, as well as applicable laws, regulations and treaties outside the United States. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Site" includes "Material" as well. The Site is to be used solely for your noncommercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Material you download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Material without the express prior written consent of the UABA or its owner if the UABA is not the owner. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable federal, state and local laws. We require users to respect our copyrights, trademarks, and other intellectual property rights. We likewise respect the intellectual property of others. On notice, we will act expeditiously to remove content on the Site that infringes the copyright rights of others and will disable the access to the Site and its services of anyone who uses them to repeatedly to infringe the intellectual property rights of others.

We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement over this Site and to promptly end any infringement that might occur. If you believe that the Site contains elements that infringe your copyrights in your work, please follow the procedures set forth in our Copyright Compliance Policy.

4. Advertising

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from, third parties (collectively, the "Advertisers") such as our advertisers, sponsors, or promotional partners. as a result of your use of the Site. All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may purchase or obtain from any Advertiser).

5. Rules of Conduct

Your use of the Site is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your user name or password. You shall not use, allow, or enable others to use the Site, or knowingly condone use of this Site by others, in any manner that is, attempts to, or is likely to:

- be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;
- affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site; send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web pages; transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information;
- forge any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason;
- violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order or any treaties, or violate or infringe upon any intellectual property rights, rights of publicity or privacy or any other rights of ours or of any other person,

firm or enterprise; gain unauthorized access to the Site, other users' accounts, names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the terms and conditions of this Agreement;

- modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Site or the rights of use and enjoyment of the Site by any other person, firm or enterprise; or collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

6. Wireless Marketing Services & Promotional Opportunities

UABA may provide users and viewers with the opportunity to register for special promotions, services, news, programming and information delivered via text messaging and other wireless Devices such as mobile phones. Users are required to provide their consent to receive such information from UABA, either by registering on this Site or via their wireless Device. Such services and promotional opportunities are provided by UABA or Affiliates for UABA. The information requested as part of the online registration process is a user's telephone number or a wireless email address, but only if specifically requested, and the carrier's name. Optional information may be requested for specific promotions, such as a user's preferences regarding goods or services, choices of music or artists, or other similar survey information. Depending on the promotion, we may also collect an Internet email address or other information and, depending on the information collected, the user may also be required to confirm his or her agreement to this Agreement and, including without limitation, the Privacy Policy.

Users that register for UABA's wireless marketing services acknowledge, understand and agree that they will be charged by the user's wireless carrier for all messages sent to the user from UABA. Standard messaging rates will apply, unless noted otherwise. Under no circumstances will UABA, S3P or any Affiliates be responsible for any wireless email or text messaging charges incurred by a user or by a person that has access to a user's wireless device, telephone number, or email address.

A user understands, acknowledges and agrees that UABA may, at its sole discretion and without liability to any user, terminate its offer of any specific wireless marketing service or all wireless marketing services at any time without advance notice. UABA may provide notice of terminations or changes in services on this Site.

7. Viral Features

There may be portions of our Site, content, functionality or features (e.g. digital streaming media player(s)) ("Viral Features") that we make available to users for your personal use. While we can obviously change how, to whom and to what extent we make

these Viral Features available at any time without any notice and in our sole discretion, so long as they are available to you, whenever you visit our Site or take advantage of any of these Viral Features (whether you use these Viral Features on your own personal or customized web pages, whether they are displayed or appear embedded or housed within a web page or website of anyone else, whether a commercial website or web page, an advertisement, promotional message or even a personalized or customized web page of a friend or through any Device that can access any of these Viral Features) you agree not to download any content made available as part of the Viral Features and acknowledge that such content is available only for streaming viewing and, further, that you are bound by the applicable provisions of this Agreement and our Privacy Policy.

8. Postings

Your comments, suggestions and information are important to us. Portions of this Site may provide you and other users an opportunity to participate in forum services, blogs, web communities and other message and communication facilities ("Communities") and may provide you with the opportunity, through such Communities or otherwise, to submit, post, display, transmit and/or exchange information, ideas, opinions, messages or other information ("Post" or "Postings")), your submission of which is also governed by the terms and conditions therein, and considered a Posting for purposes of this Agreement. You understand, acknowledge and agree that such Postings are the sole responsibility of the person from which such Postings originated. This means that you are solely and entirely responsible for the consequences of all Postings that you upload, post, email, transmit or otherwise make available via the Site. Postings do not reflect the views of the Site, UABA, S3P or the Affiliates. We reserve the right to monitor, edit or screen any Postings. If we determine, in our sole discretion and judgment, that any Posting does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to:

- a. refuse to allow you to Post;
- b. remove and delete Postings;
- c. revoke your right to use the Site; and/or
- d. use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on the Site.

If a Posting originates from you or your account, you hereby agree that:

- a. you specifically authorize the Site, UABA to use such Posting in whole or in part, throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together with or as part of other information, content and/or material of any kind or nature;
- b. you represent and warrant that (i) the Posting is original to you and/or fully cleared for use as contemplated herein, (ii) the Posting does and will not, in any way, violate or breach any of the terms of this Agreement (iii) the Posting does not contain libelous,

tortious, or otherwise unlawful information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation,(iv) the Posting is not obscene or in any other manner unlawful, (v) the Posting shall not be injurious to the health of any user, and(vi) we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Posting; and

c. if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that (i) you have the right to grant the Site, UABA the right to use all such Postings as described above and (ii) the Posting was produced in compliance with all applicable laws and regulations. With the submission of each such Posting, UABA reserve the right to request that you, and upon such request you must, deliver a full and complete set of such identification verification records to us, as well as a legible photocopy of your valid driver's license, passport or other acceptable government-issued photo identification for our verification and record-keeping purposes. In addition, you specifically acknowledge and agree to abide by our policies regarding governmental certification procedures relating to the foregoing identification verification and record-keeping procedures and, if applicable, you will promptly comply with any specific requests or directions we give you in connection with Postings you submit that may be subject to these requirements.

You understand, acknowledge and agree that we have the right to delete, re-format and/or change your Postings in any manner that we may determine (although you will not be responsible for any such changes made). The amount of storage space on the Site per user is limited. Some Postings may not be processed due to space constraints or outbound message limitations. You understand, acknowledge and agree that we assume no responsibility for deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings. Posting is for noncommercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity.

If you believe that any content on the Site (including, without limitation, Postings) violates any of the terms of this Agreement (except for any notices covered by the Copyright Compliance Policy), please click here [Add link to email address] to send us a message about it (please refer to our Copyright Compliance Policy for any notices covered by the Copyright Compliance Policy). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

RSS Feeds and Podcasts

The Site may provide RSS Feeds ("RSS Feeds") consisting of selected text, audio, video, and photographic content ("Content") from the Site that is provided over the Internet using an XML feed. Certain RSS Feeds may be podcasts ("Podcasts") which may include as part of the Content an associated audio, video and/or photographic file where the audio and/or video file may be downloaded and played from a user's Device or

transferred to a portable listening device. Certain software and hardware is required for users to download and view and/or play Content through RSS Feeds.

Content is protected by U.S. Federal and State laws, and applicable foreign laws, regulations and treaties, and all rights in and to the Content are reserved to UABA or the content provider. Content is available for personal, noncommercial use only and you may download, copy and/or transfer to a Device or through a Device to another Device the RSS Feeds and associated Content for your personal, non-commercial use only. You shall not, nor will you allow any third party to, reproduce, modify, create derivative works of, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party, or otherwise use any Content except as expressly authorized in this Section 11.

By your access to and use of RSS Feeds, you understand, acknowledge and agree that the Site, UABA, S3P and their Affiliates do not warrant that its RSS Feeds will operate on all user equipment. Please see the "Disclaimer and Limitations of Liability" section below for further details.

Mobile Applications

If UABA offers products and services through applications available on your wireless or other mobile Device (such as a mobile phone) (the "Mobile Application Services"), these Mobile Application Services are governed by the Additional Terms governing the applicable Mobile Application Service. We do not charge for these Mobile Application Services unless otherwise provided in the applicable Additional Terms. [confirm no charge] However, your wireless carrier's standard messaging rates and other messaging, data and other rates and charges will apply to certain Mobile Application Services. You should check with your carrier to find out what plans your carrier offers and how much the plans cost. In addition, the use or availability of certain Mobile Application Services may be prohibited or restricted by your wireless carrier, and not all Mobile Application Services may work with all wireless carriers or Devices. Therefore, you should check with your wireless carrier to find out if the Mobile Application Services are available for your wireless Device, and what restrictions, if any, may be applicable to your use of such Mobile Application Services. If you change or deactivate your wireless telephone number, you agree to promptly update your Mobile Application Services account information to ensure that your messages are not sent to the person that subsequently acquires your old number.

Under no circumstances will UABA, S3P or any Affiliates be responsible for any wireless email, text messaging or other charges incurred by a user (or any person that has access to a user's wireless device, telephone number, or email address) using any Mobile Application Services.

11. Hyperlinks To Third Party Sites

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of, the Site, UABA or any of their Affiliates, any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers. We do not verify, endorse or have any responsibility for any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, whether the Site's, UABA's or any of their Affiliates' logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects Personal Information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy, which describes how UABA collects and uses your Personal Information and co-branding relationships.

12. Deactivation or Termination of Your Registration or Use

If you are registered to use the Site, you may deactivate your account on the Site, at any time and for any reason, by sending an email to info@UABA.org from the email address associated with the account you wish to close. We may terminate your use of and registration on the Site, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

13. Disclaimer and Limitations of Liability

Users of this site are hereby notified that the UABA assumes no liability to any party for any damages arising in any way out of the availability, use, reliance on or inability to use the UABA website or any information provided by or through the UABA website. Further, use of the site by any person shall constitute agreement by that person to hold harmless the UABA for any claim attributable to errors, omissions or other inaccuracies in, or destructive properties of any information provided by or through, the UABA website.

THIS SITE, AND ALL MATERIALS, PRODUCTS AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of the Site, including, without limitation, Postings and Materials associated with your use of the Site.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, UABA, S3P, ANY OF THEIR AFFILIATES, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have the UABA, upon written notice from you to us, attempt to repair, correct or replace any deficient goods or services under this Agreement and, if repair, correction or replacement is not reasonably commercially practicable for the UABA, to refund any monies actually paid by you for the Products involved and to terminate and discontinue your use of the Site. You further understand and acknowledge the capacity of the Site, in the aggregate and for each user, is limited. Consequently some messages and transmissions may not be processed in a timely fashion or at all, and some features or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that the UABA assume no liability, responsibility or obligation to transmit, process, store, receive or deliver transactions or Postings or for any failure or delay associated with any Postings and you are hereby expressly advised not to rely upon the timeliness or performance of the Site for any transactions or Postings. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies; accordingly some of the exclusions and limitations described in this Agreement may not apply to you.

14. Indemnification

You agree to indemnify, defend and hold the Site, UABA and any of their Affiliates, or any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, Advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you, or public posting of your Postings.

The UABA reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with the UABA in the defense of any such claim, action, settlement or compromise negotiations, as requested by S3P.

15. Ads & Malware

We take great care and pride in creating this Site. We are always on the lookout for technical glitches that effect how the Site works. When we find them on our end, we will fix them. Unfortunately, your home computer may cause some glitches that effect how you see our Site -- and that is beyond our control.

If you experience any unusual behavior, content or ads on the Site, it may be the result of Malware on your computer. While we try to ensure that everything on the Site is working properly, sometimes Malware programs on your personal computer may interfere with your experience on our Site and on other sites that you visit. We suggest that you take some of the following actions which may help to clean your computer and which could prevent future installations of Malware.

Please note that we cannot be responsible for the effects of any third party software including Malware on your computer system.

16. Law That Applies To This Agreement; Miscellaneous Terms

This Agreement, together with any Additional Terms, Rules, our Privacy Policy and any other regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contains the entire understanding and agreement between you and the Site and supersedes any and all prior or inconsistent understandings relating to the Site and your use of the Site. This Agreement cannot be changed or terminated orally. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of the Site is governed by, construed and enforced in accordance with the internal substantive laws of the State of Delaware (notwithstanding the State's conflict of laws provisions) applicable to contracts made, executed and wholly performed in Delaware, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of Delaware and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. **IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.**

This Privacy Policy was last updated on October 1, 2010.

Copyright © 2010 Ukrainian American Bar Association - All Rights Reserved.

UABA Website Privacy Policy

On this web site the UABA may be collecting, or in the future may collect, limited non-personally-identifiable information, as well as such personally-identifiable information as our web site users ("you") choose to give us. The privacy policy posted on our web site at the time you provide information to us is the one which is in effect; the policy may change from time to time. We currently use information as follows:

1. Non-personally-identifiable information: We log the IP address associated with your computer at the time of your visit to monitor the traffic to various areas of our web site and to help us diagnose any problems with our server. We may use session cookies (not stored after you exit our site) or persistent cookies (stored after you exit) to track session ID, to control colors, to store login information or other information regarding your preferences or use of our site, and to enable the shopping cart feature.
2. Personally-identifiable information:
 - a. Our site uses session cookies (not stored) to maintain user session identity.
 - b. If you use the "email this to a friend" feature, we do not capture your email address or the e-mail address of the "friend"/recipient.
 - c. The detailed information requested on the membership application form may be made available to the public and thus there is no expectation of privacy regarding such information. NOTE: This also should be stated on the on-line application form page itself.
 - d. Those portions of our site which use encryption (as indicated by a closed lock symbol or the equivalent on your browser) collect sensitive information such as credit card numbers. We use such information, which is kept separate from other information we collect, only for the purposes related to the transaction for which you supply the information. We do not disclose such information to others for unrelated purposes.
 - e. If you provide information to us off-line (e.g. postal mail or fax), this privacy policy does not apply, even if you use a form you downloaded from this web site.
3. Unencrypted information generally. Please note that unencrypted information transmitted over the Internet is not secure and could be captured by third parties.
4. Correction of information. If you determine that information you have supplied to us via this web site is incorrect, you may submit the corrected information to us in the same way you submitted the incorrect information or send an e-mail to info@uaba.org with a copy to gpazuniak@ratnerprestia.com.
5. External Links. The UABA web site contains links to other external web sites that do not fall under our domain. The UABA privacy policies do not apply to such external web sites.

Copyright Compliance Policy

This is the official copyright compliance policy ("Copyright Compliance Policy") for this UKRAINIAN AMERICAN BAR ASSOCIATION ("UABA") website ("Site," "we," "us," or "our"), and this Copyright Compliance Policy applies regardless of what type of Device you use to access the Site. This Copyright Compliance Policy sets forth the procedures undertaken by UABA to respond to notices of alleged copyright infringement from copyright owners, and to terminate the accounts of repeat infringers.

This Copyright Compliance Policy is a part of the terms and conditions which are set forth in our Terms of Use Agreement. Any terms that are not defined in this Copyright Compliance Policy shall have the meaning given in the Terms of Use Agreement. Both the Terms of Use Agreement and this Copyright Compliance Policy are legally binding on all users.

We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement over this Site and to promptly end any infringement that might occur.

DMCA Notice

The UABA is committed to complying with U.S. copyright law and expects all visitors and persons associated with the website to do the same. The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet. Under the DMCA, copyright owners may contact the authorized agent of an Internet service provider to report alleged infringements of their protected works appearing on Web pages hosted by the service provider. Upon receipt of a properly filed complaint satisfying the requirements of the DMCA, the UABA will remove or block access to the allegedly infringing material. If you believe in good faith that a notice of copyright infringement has been wrongly filed, you may submit a counter-notice to the UABA. The contact and other information is below.

The designated agent for receipt of notices is:

The UABA at: info@uaba.org. Please also send a copy of the communication to g pazuniak@ratnerprestia.com

How to Send a Notice of Copyright Infringement

In you are a copyright owner (or the owner's authorized agent) and have a good-faith belief that material on our website infringes one of your copyrights, you may notify us using this procedure. In order for us to process your notice of copyright infringement, it must be sent to the agent designated in the Contact Us section of this website, and must

include the information specified below. When we receive a notice under this procedure, we will expeditiously remove or disable access to the material that is claimed to be infringing or to be the subject of infringing activity.

Your notice of infringement must be a written communication provided to the agent designated above that includes substantially the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on our Site is covered by a single notification, a representative list of such works on our Site.
3. 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 the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider 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.
5. 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.
6. 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.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

How to Send a Counternotice

As explained above, if we receive a notice of infringement sent to our designated agent with the information described above, we will expeditiously remove or block access to the material that is claimed to be infringing. We will also send a notification to the user who posted the material, at the email address provided by the user in connection with his or her account with us, telling the user that the material was removed or access to it was blocked because of claimed infringement.

If you are a user who posted material that was removed in response to a notice of infringement and you believe that material was removed due to mistake or misidentification, you may request that we replace the posting by sending us a counternotice as follows:

You must send the counternotice to our designated agent for receiving notices of infringement, whose name and contact information is above.

Your counternotice must be a written communication sent and must include substantially the following information:

1. A physical or electronic signature of the subscriber (you the user).
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 under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

When we receive a counternotice that complies with these requirements, we reserve the right, but not the obligation, to restore the material that was removed after forwarding a copy of the counternotice to the person who sent the notice of infringement and waiting at least 10 business days. If, during those 10 business days, the person who sent the original notice of infringement notifies us that such person has instituted a suit to seek a court order to restrain the user from infringing activity relating to the material on our website, we will not replace the material. Otherwise, we may repost the material at our discretion. However, pursuant to the Section of the Terms of Use Agreement entitled "Postings", we retain the right to remove, block access to, or not restore material at any time for any reason without any liability to the posting user. In particular, a user who sends a counternotice pursuant to this Copyright Compliance Policy expressly acknowledges and agrees that we shall not be liable to the user under any circumstances for declining to replace material.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS NOT INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

Repeat Infringer Policy

We have a policy of terminating the accounts of repeat infringers. A repeat infringer includes any user who has made two or more Postings for which we receive a notice of infringement under this Copyright Compliance Policy. Each user agrees that if his or her account is terminated pursuant to this Copyright Compliance Policy, the user will not attempt to establish a new account under any name, real or assumed, and further agrees that if the user violates this restriction by opening a new account after being terminated pursuant to this Copyright Compliance Policy, the user shall indemnify and hold us harmless for any and all liability that we may incur therefor.

Sole Statement: This document is the sole statement of the Copyright Compliance Policy with respect to this Site, and no summary, restatement or other version thereof, or other statement or policy, in any form, including, without limitation, machine-generated, is valid.

This Copyright Compliance Policy was last updated on October 1, 2010.

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