

ACLU Site User Agreement

Effective as of: May 31, 2008

Welcome to the general website the American Civil Liberties Union of Maryland and the American Civil Liberties Union of Maryland Foundation (collectively, "ACLU of Maryland." The ACLU of Maryland Site is the website whose home page is located at www.aclu-md.org and includes all web pages whose domain name contains the following: www.aclu-md.org and some pages of secure.aclu.org where a link to this privacy statement exists. ACLU of Maryland also may operate, from time to time, other websites that don't contain these domain names. This User Agreement does not apply to those websites (unless those websites specifically link to this User Agreement) and the terms of the user agreements for those other ACLU of Maryland websites may differ from the terms of this User Agreement. Additionally, this is not the user agreement for any blogs, forums or social networking sites where ACLU of Maryland has a presence that are on websites other than the ACLU of Maryland Site. This is not the user agreement for the websites of the national operations of the ACLU, The American Civil Liberties Union or the American Civil Liberties Union Foundation ("ACLU National") or for any ACLU local affiliates other than ACLU of Maryland, and you should refer to the user agreement on those organizations' websites or contact those organizations to learn those websites' terms of use. Please read this User Agreement carefully, including the ACLU of Maryland Online Privacy Statement. **By using the ACLU of Maryland Site, you agree to follow the rules set forth on these web pages.** From time to time we may revise this User Agreement including its Online Privacy Statement, so be sure to check these web pages occasionally. If we do make material changes, we will post a notice on our home page that the User Agreement has been modified and provide a link to the revised User Agreement. When you continue to use the ACLU of Maryland Site after we post a change, it means you agree to the new rules.

The American Civil Liberties Union of Maryland and the American Civil Liberties Union of Maryland Foundation

The ACLU of Maryland and the ACLU of Maryland Foundation are separate organizations that are each engaged in the same mission of defending the rights guaranteed under the U.S. Constitution, including First Amendment freedoms, equality, privacy rights and fundamental fairness. To learn more about the [American Civil Liberties Union of Maryland and the ACLU of Maryland Foundation and the different activities carried on by each organization, [click this link](#).

Online Privacy Statement & Information You Voluntarily Submit to the ACLU of Maryland Site

Please review our [Online Privacy Statement](#), which is part of this User Agreement and describes how we handle any personally identifying information about ACLU of Maryland Site users, including information you voluntarily submit to the ACLU of Maryland Site. By providing such information, you hereby acknowledge and agree to ACLU of Maryland's treatment of such information as described in the Online Privacy Statement.

Copyright

The ACLU of Maryland owns or licenses the copyright in all the materials on the ACLU of Maryland Site, including text, graphics, logos, button icons, audio clips, photographs, and software, and those rights are protected by United States and international copyright laws and other intellectual property laws ("ACLU of Maryland Content"). To the extent your use of material on the ACLU of Maryland Site does not constitute "fair use" for which you do not need our permission, the following rules apply to use of the material:

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- a complete description of the ACLU of Maryland Content requested, such as the URL of the web page that contains the ACLU of Maryland Content, a description of the sections or paragraphs that will be distributed, and, where applicable, the title and date of the ACLU of Maryland Content;
- a description of the intended audience;
- a description of the manner of distribution;
- the length, retail price, and approximate size of first printing or circulation that will include the ACLU of Maryland Content;
- a description of the geographic scope of the distribution and the length of time for which rights are being requested. (Please note that the ACLU of Maryland grants only nonexclusive rights);
- a reply fax number or email address and a phone number.

Information You Post to the ACLU of Maryland Site

To the extent you voluntarily post material to the ACLU of Maryland Site for display on the ACLU of Maryland Site itself (e.g., postings and comments to ACLU blogs and forums), you automatically grant to ACLU of Maryland and ACLU National an irrevocable, perpetual worldwide license for the ACLU of Maryland to display such material on the ACLU of Maryland Site, except to the extent we have indicated otherwise on the portion of the ACLU of Maryland Site that permits you to post such information (e.g., if a particular blog or forum on the ACLU of Maryland Site posts any specific terms of use that applies to that particular blog or forum). Additionally, unless otherwise explicitly agreed upon in writing by you and ACLU of Maryland, by posting any material to the ACLU of Maryland Site for display on the ACLU of Maryland Site, you are representing, warranting and covenanting to the ACLU of Maryland and to ACLU National that those materials are original to you or you have obtained permissions, releases, rights or licenses, if any are required (including where use of that material does not constitute "fair use"), that you assume full responsibility for the posting of such material vis-à-vis third parties, including but not limited to make any payments to third parties with respect to displaying such third party material. By posting material for display on a portion of the ACLU of Maryland Site that contains specific terms of use applicable to that portion of the ACLU of Maryland Site, you agree you have read, understand, agree to and accept such specific terms of use.

Trademark

All ACLU-related trademarks on the ACLU of Maryland Site (collectively "ACLU Trademarks") are registered trademarks in the United States and other countries. To the extent your use of ACLU Trademarks does not constitute "fair use" for which you do not need our permission, the following rules apply to use of the material:

You may not use the ACLU Trademarks for any product or service that does not belong to the ACLU, nor in any manner that is likely to cause confusion about whether we are the source, affiliated with, sponsor of or

endorser of any product or service. In addition, you may not use the ACLU Trademarks in any manner that illegally disparages or discredits us.

At times, the trademark of a third party (such as a coalition partner will appear on the ACLU of Maryland Site (“Third-Party Trademarks”). Your ability to use a Third-Party Trademark that appears on the ACLU of Maryland Site is limited to the manner, if any, in which the ACLU of Maryland Site explicitly states on the page on which such Third-Party Trademark appears that such use in such manner is authorized by the third-party owner of that Third-Party Trademark (unless your use is permissible under the law (e.g., it is “fair use”) or the owner of such Third-Party Trademark has specifically granted you the right to such use in such manner).

Frames and Metatags

You may not frame the content of the ACLU of Maryland Site. You may not use metatags or any other “hidden text” that incorporates ACLU or the ACLU of Maryland Trademarks or our, our local affiliates’ or ACLU National’s name without our express written consent.

Links to Other Websites

The ACLU of Maryland Site contains links to other websites that we think may be of interest to you. We are not responsible for and have no control over these other sites or their content. Remember that when you link to another site, that other site is governed by its own user agreement and privacy statement, which you should be sure to read.

Disclaimers and Limitation of Liability

ALTHOUGH WE TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, “TROJAN HORSES” OR OTHER DESTRUCTIVE MATERIALS TO THE ACLU OF MARYLAND SITE, WE DO NOT GUARANTEE OR WARRANT THAT THE ACLU SITE OR MATERIALS THAT MAY BE DOWNLOADED FROM THE ACLU SITE ARE FREE FROM SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES.

WE ARE NOT LIABLE FOR ANY CLAIM, LOSS OR INJURY BASED ON ERRORS, OMISSIONS, INTERRUPTIONS OR OTHER INACCURACIES IN THE ACLU OF MARYLAND SITE, NOR FOR ANY CLAIM, LOSS OR INJURY THAT RESULTS FROM YOUR USE OF THE ACLU OF MARYLAND SITE OR YOUR BREACH OF ANY PROVISION OF THIS USER AGREEMENT.

Termination

We reserve the right to terminate the ACLU of Maryland Site and this User Agreement at any time without notice for any reason, including, in the case of the User Agreement, for your violation of any of its provisions. The Limitation of Liability and Governing Law Sections of this User Agreement survive any such termination.

Governing Law

This User Agreement is governed by the laws of the State of Maryland applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive jurisdiction of the state and federal courts in the State of Maryland and the City of Baltimore and waive any jurisdictional, venue or inconvenient forum objections to such courts.