



Georgia Asian Pacific American Bar Association, Inc. Terms of Use

Effective Date: November 10, 2023

These terms of use (“**Terms of Use**”) are entered into by and between you and the Georgia Asian Pacific American Bar Association (“**GAPABA**”, “**we**”, “**us**”, or “**our**”). In these Terms of Use, “**you**” and “**your**” refer to: (a) the individual accessing the System or using the Services; (b) any electronic agent accessing the System or using the Services; and (c) the business entity on whose behalf an individual or electronic agent is accessing the System or using the Services.

These Terms of Use govern your access to our System and your use of our Services. In these Terms of Use, “**System**” refers to: (a) the website located at <https://gapaba.org> (the “**Website**”); and (b) all content, information, text, data, code, software, graphics, images, logos, audio, and other materials in the Website (the “**Content**”), as well as the design, structure, coordination, expression, “look and feel”, and arrangement of such Content. “**Services**” refers to the services, features, and functionality made available by GAPABA through the System.

These Terms of Use constitute a contract between you and GAPABA.

BY ACCESSING THE SYSTEM OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS THE SYSTEM OR USE THE SERVICES.

Legal Capacity and Age

GAPABA’s System and Services are intended for a general audience and are not intended for use by minors. By accessing our System or using our Services, you represent and warrant that: (a) you have the legal capacity to enter into these Terms of Use (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract); and (b) you are at least eighteen (18) years of age.

Changes to the Terms of Use

GAPABA may modify these Terms of Use at any time in our sole discretion, effective immediately upon posting the revised Terms of Use, along with the effective date, on the System. We may give notice of such modifications by any means, including by posting a revised version of these Terms of Use on the System. Your continued access to the System or use of the Services after such modifications signifies your acceptance to such modifications.



Ownership of the System and the Services and Access License

You understand and agree that GAPABA owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the System and the Services. You acknowledge that the System and the Services are proprietary to GAPABA and are protected by applicable intellectual property and other proprietary rights, laws, and treaties, and that you acquire no ownership interest in the System or the Services by accessing the System or using the Services.

Subject to these Terms of Use, GAPABA grants you a personal, non-exclusive, non-transferable, revocable, and limited license to access the System and use the Services solely for your internal use.

Use of the System and Services

GAPABA reserves the right to do any of the following, at any time, without notice or liability: (a) terminate these Terms of Use; (b) refuse, restrict, suspend, discontinue, or terminate operation of or access to the System or use of the Services, or any portion thereof; (c) modify or change the System, the Services, or any portion thereof, and any applicable policies or terms; and (d) interrupt the operation of the System, the Services, or any portion thereof, as necessary to perform maintenance, error correction, or make other changes.

In connection with your access to the System and your use of the Services, you agree you will not (or allow or assist a third party to):

- (a) violate any applicable laws or regulations;
- (b) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the System or the Services;
- (c) access the System or use the Services for any unlawful, unauthorized, fraudulent or malicious purpose;
- (d) access the System or use the Services in a manner that could damage, disable, overburden, or impair any of GAPABA's servers or networks or other users of System or the Services;
- (e) access the System or use the Services in a manner that could interfere with any other party's use and enjoyment of the System or the Services;
- (f) gain unauthorized access to any accounts, systems, or networks through hacking, password mining or any other similar means;
- (g) create a false identity for the purpose of misleading others or impersonate any person or entity, including, but not limited to, any GAPABA representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (h) access systems, networks, data, or information not intended by GAPABA to be made accessible to a user;



- (i) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (j) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements) or that infringes any intellectual property, privacy, or proprietary rights of any party;
- (k) upload or transmit viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of the System or the Services;
- (l) upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (m) delete or revise any material posted by any other person or entity;
- (n) probe, scan, test the vulnerability of, or breach the authentication measures of, the System or the Services or any related networks or systems without GAPABA's express prior written consent;
- (o) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any events, products, or services if you are not expressly authorized by such party to do so;
- (p) harvest or otherwise collect information or data about others on the System, including, but not limited to, any personal information;
- (q) use any robot, spider, scraper, or other automated or manual means to access the System or the Services, or copy any content, information, or data thereon; or
- (r) access the System or use the Services in a manner other than for their intended purpose.

GAPABA reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms of Use, including, but not limited to, the suspension or termination of your access to the System or the Services or suspension or termination of your account. GAPABA reserves the right to disclose any information as GAPABA deems necessary to satisfy the requirements of any applicable law, regulation, legal process, or governmental request. You agree to reimburse GAPABA for any damage, loss, cost, or expense GAPABA incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your access to the System or use of the Services for any prohibited or unlawful purpose.

Representations and Warranties

You represent and warrant that: (a) all information, data, materials, or other content that you submit to or through the System or the Services are and shall be true, accurate, complete, and suitable for the purpose which they are intended; and (b) your access to the System and use of the Services shall comply with all applicable laws and regulations.



Accounts, Logins, Passwords, and Security

To utilize certain Services on the System you may need to set up an account (including establishing a login ID and password). We reserve the right to suspend or terminate your account for any reason without notice. You agree to update your password at regular intervals.

You are entirely responsible for maintaining the confidentiality of your account information, including your login ID and password, and for all activity that occurs under your account. You agree to notify GAPABA immediately upon learning of any unauthorized access or use of your account, login ID, or password or any other unauthorized access or breach of security.

Submissions

Any information, data, communications, or material of any type or nature that you submit to or post on the System by e-mail, posting, messaging, uploading, downloading, or otherwise (collectively, a “**Submission**”) is done at your own risk and without any expectation of privacy. GAPABA does not own any Submissions provided via the System. You are fully responsible for all Submissions, which must comply with these Terms of Use. You hereby agree that by submitting or posting such Submissions, you grant GAPABA a nonexclusive, unrestricted, irrevocable, worldwide, sublicensable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, and use, in any media known or hereinafter developed, such Submissions. You hereby represent and warrant: (a) that you have the full legal right to so use such Submissions; (b) the Submissions are not confidential or proprietary to any third party; and (c) you are not using Submissions in violation of any law, regulation, or contractual restriction.

GAPABA neither actively monitors general access to the System or the Services, nor exercises editorial control over any Submissions. However, GAPABA does reserve the right to monitor such Submissions or other use at any time as it deems appropriate and to remove any Submissions or other materials that, in GAPABA’s sole discretion, may be illegal, may subject GAPABA to liability, may violate these Terms of Use, or are, in the sole discretion of GAPABA, inconsistent with GAPABA’s intended purpose for the System or the Services.

Disclaimer of Warranties

THE SYSTEM AND THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.



GAPABA, OUR THIRD PARTY SUPPLIERS, AND OUR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SYSTEM AND THE SERVICES ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE IDENTIFIED OR CORRECTED, OR THAT THE SYSTEM AND SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SYSTEM OR THE SERVICES. WE MAKE NO WARRANTY THAT THE SYSTEM OR THE SERVICES WILL MEET YOUR REQUIREMENTS. IF YOU ARE DISSATISFIED WITH THE SYSTEM OR THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SYSTEM OR THE SERVICES.

GAPABA PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SYSTEM AND THE SERVICES WITHOUT NOTICE. FURTHER, GAPABA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEM OR THE SERVICES. GAPABA SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM OR THE SERVICES.

Indemnity

You agree to indemnify, defend, and hold harmless GAPABA and its officers, directors, members, agents, and contractors from and against any loss, damage, liability, claim, demand, cost, or expense (including attorneys' fees) in connection with, arising out of, or related to: (a) your access to the System and your use of the Services; (b) any content, data, or information that you submit, post to, or transmit through the System or Services; (c) your violation of these Terms of Use; and (d) your violation of any applicable law or regulation, or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GAPABA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM,



THE SERVICES, EVEN IF GAPABA WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

WITHOUT LIMITING ANY OF THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, IF GAPABA IS FOUND LIABLE TO YOU OR ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, OR THE SERVICES, GAPABA'S CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS SHALL NOT EXCEED THE LESSER OF THE APPLICABLE AMOUNT EQUAL TO THE ANNUAL MEMBERSHIP DUES ACTUALLY RECEIVED BY GAPABA FROM YOU AND USD \$100.

Linked Websites

For your convenience, certain hyperlinks may be provided on the System and the Services that link to other websites or social media platforms which are not under the control of GAPABA (the "**Linked Websites**"). GAPABA does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. GAPABA disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Websites and any products or services from such Linked Websites are subject to the terms and conditions of such Linked Websites. You agree that you will bring no suit or claim against GAPABA arising from or based upon any use of Linked Websites.

Disclaimer of Third-Party Information

To the extent that any information, material, or functionality on the System and Services is provided by third party content providers ("**Third-Party Materials**"), GAPABA has no editorial control or responsibility over such Third-Party Materials. Therefore, any opinions, statements, products, services, or other Third-Party Materials are those of the applicable third party. GAPABA does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of any Third-Party Materials will not infringe rights of third parties not owned by or affiliated with GAPABA.

General

The version of these Terms of Use posted on the System on each respective date you visit the System will be the Terms of Use applicable to your access to the System or use of the Services on that date. Our electronically or otherwise properly stored copies of the Terms of Use shall be deemed to be the true, complete, valid, and authentic copy of the version of the Terms of Use that was in force on each respective date you accessed the System or used the Services.



These Terms of Use and any other terms by GAPABA which reference these Terms of Use (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to the System and your use of the Services. You agree that you shall not contest the admissibility or enforceability of GAPABA's copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use. Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and GAPABA.

GAPABA may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use without the express prior written consent of GAPABA. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by GAPABA shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use. Any rights not expressly granted herein are reserved. Neither these Terms of Use, nor your access to the System or your use of the Services, create any partnership, joint venture, employment, or other agency relationship between GAPABA and you. You may not enter into any contract on our behalf or bind us in any way.

You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

Governing Law, Venue, and Claims Limitation

These Terms of Use shall be governed by and construed under the laws of the State of Georgia, without regard to conflicts of laws, principles, or rules, and regardless of your location. You agree to exclusive jurisdiction of the state and federal courts located in the State of Georgia for such claims, and you expressly consent to personal jurisdiction there and waive any claims that venue is improper for any reason in these courts. Any dispute, claim, controversy, or other legal action brought by you that arises out of or relates to these Terms of Use or your access to and use of the System or the Services must be commenced within one year after the cause of action arises.

Contact Us

GAPABA welcomes any comments or questions you may have regarding these Terms of Use, the System, or the Services. Please contact us with your comments or questions at communications@gapaba.org.