

AGTA Members-Only Forum

The American Gem Trade Association (AGTA) has established this Members-Only Forum on its website, www.agta.org, in order to facilitate open communication between Members in several areas of interest.

This AGTA Forum has been established to allow for open, honest discussions about issues of the day that affect our Members' businesses. The goal of this forum is not to ask questions of the AGTA Board of Directors and staff, although both groups will likely participate as contributors to the site. Any specific questions can be sent directly to the AGTA office to info@agta.org, where it will be forwarded to the appropriate person.

As a condition of accessing and using the AGTA Forum, you understand and agree to the following terms of use:

TERMS OF USE

Please read carefully before participating in the AGTA Forum.

- 1. YOU HAVE READ AND UNDERSTAND THE TERMS OF USE.** Use of the AGTA Forum signifies that you have read, understand and agree to be bound, and shall at all times abide, by these Terms of Use. If you do not agree to abide by these Terms of Use, you may not enter, use or participate in the AGTA Forum.
- 2. USER POSTINGS.** Information on the AGTA Forum is posted by AGTA Members. AGTA is not responsible for information posted by you or other AGTA Forum users. AGTA does not represent or guarantee the accuracy, completeness or reliability of any information posted on the AGTA Forum nor does AGTA endorse any opinions expressed on the AGTA Forum. **Use the AGTA Forum and rely on information only at your own risk.**
- 3. YOU ARE RESPONSIBLE FOR YOUR POSTINGS.** Even though the AGTA Forum is a Members-Only forum, once you have posted information you should assume that everyone in the world could see what you have posted. You are solely responsible for what you say and are responsible for the consequences of any of your postings on the AGTA Forum.
- 4. AGTA RESERVES THE RIGHT TO EDIT OR REMOVE USER POSTINGS.** AGTA may, for any reason, edit, refuse to post or remove without notice, any information posted by you or any other user on the AGTA Forum. However, AGTA has no obligation to edit, refuse to post or remove any information, including information you may find objectionable or offensive or that violate these Terms of Use. Although AGTA may occasionally screen or monitor information posted by users, AGTA does not do so systematically, and AGTA is not obligated to do so.
- 5. WHAT TO DO IF YOU THINK SOMEONE IS VIOLATING THE TERMS OF USE.** If you believe a user is violating the Terms of Use, you may e-mail such information to AGTA at info@agta.org. AGTA does not guarantee that any action will be taken as a result of your contact, but it will be reviewed.
- 6. AGTA MAY BLOCK USERS.** AGTA reserves the right to expel any user and to prevent further access by any user to the AGTA Forum. However, AGTA has no obligation to expel a user or to prevent further access to the AGTA Forum. Cancellation of AGTA membership will result in the loss of access and privileges on this forum upon written notice of cancellation by the Member.
- 7. LICENSE TO USE YOUR POSTINGS.** Information you post on the AGTA Forum, may be reproduced, distributed, displayed and otherwise used by AGTA and other AGTA Forum users. By posting information on the AGTA Forum, you automatically grant the AGTA a royalty-free, perpetual, irrevocable, nonexclusive and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise use and exploit the information (in whole or in part) worldwide and/or to incorporate it in other work in any form, media or technology now known or later developed. **You represent and warrant that you have the legal right to post all information you post to the AGTA Forum and that your**

posting of the information does not violate any contract; local, state, or federal ordinance, regulation, statute, or law; or the rights of anyone else.

8. AGREEMENTS. You agree to abide by the following rules and guidelines at all times in connection with your use of the AGTA Forum:

- You may not share or disclose your user name or password with anyone else outside of your AGTA Member company. This is meant to be a Members-Only Forum and a benefit of AGTA membership.
- **This is not a selling or trading site – so please do not post any products for sale or attempt to buy or sell on this forum.**
- **Stay on topic. You may not post information, which does not pertain to the category your discussion thread is under. You are prohibited from using the AGTA Forum for communications unrelated to these categories.**
- You may not interfere with another user's use of the AGTA Forum.
- All communications must be respectful. You are prohibited from engaging in personal attacks or other harassing or disrespectful conduct. Such behavior will be grounds for expulsion from the forum.
- You may not post information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, false, misleading, or hateful; that may be invasive of another's privacy; racially, ethnically, religiously, sexually or otherwise objectionable; violates the intellectual property, contract or other rights of any person; contains a virus, corrupted files, or other harmful components; or which may be harmful to AGTA, its members, or anyone else.
- You may not collect information about another user of the AGTA Forum, including e-mail addresses, without the other user's express consent.

9. DISCLAIMER OF WARRANTIES. Access to the AGTA Forum is provided on an "as is," "as available" basis, without warranties to the fullest extent possible pursuant to applicable law. AGTA disclaims all warranties, express, implied, or statutory, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. WAIVER AND RELEASE OF CLAIMS. You hereby waive and release any and all claims, demands, actions, or causes of action of any kind you may have directly or indirectly against AGTA or its directors, officers, employees, agents and other representatives resulting from, arising out of, or in any way related to your access to, use of, or reliance on the AGTA Forum, or any information contained on or in the AGTA Forum.

11. INDEMNIFICATION. You hereby agree to defend, indemnify, and hold harmless AGTA and its directors, officers, employees, agents and other representatives against any and all claims, demands, actions, causes of action, losses, damages and expenses, including reasonable attorneys' fees and costs incurred in defending such claims directly or indirectly resulting from, arising out of, or in any way related to your access to, use of, or reliance on the AGTA Forum or any information contained on or in the AGTA Forum.

12. COPYRIGHT POLICY. AGTA respects the intellectual property rights of others and request that users of the AGTA Forum do the same. Pursuant to the **Digital Millennium Copyright Act**, Pub. L. No. 105-304, 112 Stat. 2860 (Oct. 28, 1998), including but not limited to 17 U.S.C. § 512(c), notification of claims of copyright infringement relating to material on the AGTA Forum should be sent to the following Designated Agent:

Service Provider: American Gem Trade Association
Alternate Names: AGTA

Address: 3030 LBJ Fwy., Ste. 840
Dallas, TX 75234
Telephone No.: 214-742-4367
Facsimile No.: 214-742-7334
Email address: info@agta.org

13. AMENDMENTS TO THIS AGREEMENT.

AGTA may amend these Terms of Use at any time without prior notice by posting the amended terms on the AGTA Forum requiring you to accept the amendments to this Agreement as a condition of your continued access to, and use of, the AGTA Forum. Use of the AGTA Forum following any such amendment constitutes your agreement to follow and be bound by the Terms of Use as amended.