

Thank you for visiting our Web site. This Agreement (the "Terms of Use" or "Usage Agreement") sets forth the terms and conditions that apply to your access to and use of our Web site. By using our Web site, you agree to comply with all of the terms and conditions hereof. You shall be responsible for protecting the confidentiality of your password(s), if any. Please see our Privacy Policy for terms applicable to our data collection and use practices.

We reserve the right to change the terms of this Usage Agreement, including our separate Privacy Policy, from time to time, as we deem appropriate. Such changes, modifications, additions or deletions shall be effective immediately upon posting unless otherwise indicated. We have no duty or obligation to inform prior users of this Web site that changes have been made, regardless of the scope and importance of the changes. We encourage you to periodically check back and review this Usage Agreement so that you always will know what terms and conditions apply to your access to and use of this Web site. Your continued use of our Web site after such changes are posted will be deemed to constitute your agreement to and acceptance of such changes. Our Web site may change, restrict access to, suspend or discontinue this Web site, or any portion of this Web site, at any time.

We reserve the right to refuse service and/or terminate accounts at our discretion, including, but not limited to, if we believe that the member's conduct violates applicable law or is harmful to the interests of The Honor Society of Phi Kappa Phi, its affiliates or its licensees.

Ownership; License

Our Web site and all content displayed on this site and all software, data and information used to provide this Web site, including text and images, method of display and presentation, source code, embedded routines and programs and other materials, as well as all copyrights, trademarks, patents and other intellectual property rights therein or thereto, are owned by The Honor Society of Phi Kappa Phi, its affiliates or its licensees, and are protected under worldwide copyright, trademark and other applicable laws and treaties. We grant you the limited and nonexclusive right and license to access or download content from this Web site solely for your personal and non-commercial use and as necessary in connection with the use of any services available through the Web site. Except as expressly authorized in this Usage Agreement, you may not modify, distribute, reproduce, display or use this Web site or any elements thereof. All rights not expressly granted to you by us in this Usage Agreement are reserved to The Honor Society of Phi Kappa Phi and you acknowledge that you do not acquire any ownership rights by accessing or downloading copyrighted material from the Web site as authorized hereunder.

Certain Restrictions

Reproduction, re-transmission or re-presentation in any form, in whole or in part, of any content, programming code, images or graphics are strictly prohibited without prior express written permission of The Honor Society of Phi Kappa Phi. In addition to the foregoing limitations, you may not frame, squeeze back, overlay or employ other techniques to enclose or display the Web site, or any trademark, logo, content or other proprietary information (including images, text, page layout or form) included on the Web site, with any other software or content of a third party. You may not use any meta tags or any other "hidden text" utilizing the names or trademarks of The Honor Society of Phi Kappa Phi, its affiliates or its licensees without their express written consent. Without limiting the generality of the other restrictions set forth herein, you may not access, monitor or copy any content or information of this Web site using any "robot," "spider," "deep link," "scraper" or other automated means, methodology, algorithm or device or any manual process for any purpose.

Links

This Web site may provide links or references to third party sites that The Honor Society of Phi

Kappa Phi does not operate and which will allow you to leave the site or open an additional browser connecting you to the third party site. The Honor Society of Phi Kappa Phi has no responsibility for the content of such third party sites and shall not be liable for any damages or injury arising from that content or your use, reliance on or access to such third party sites. Any such links to third party sites are provided as merely a convenience to the users of this Web site, and such links do not imply endorsement by The Honor Society of Phi Kappa Phi of such other third party sites or the content contained therein. The Honor Society of Phi Kappa Phi disclaims all liability with regard to your access to such linked Web sites, and access to any other Internet Web sites linked to this Web site is at your own risk. You should consult the terms of use and privacy policy of any other Internet Web site. You release and discharge The Honor Society of Phi Kappa Phi, its affiliates or its licensees from any and all liability arising from your purchase or use of products or services by or through such third party sites.

Your Account

To protect the member's account information, The Honor Society of Phi Kappa Phi assigns each member with a unique user name and/or password. These unique identifiers are disclosed to the user upon becoming a member of The Honor Society of Phi Kappa Phi. Only members have the ability to modify their personal information.

If you become a member of this Web site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by us or any other user of, or visitor to, our Web site due to someone else using your account or password. Please see our Privacy Policy for further information regarding your account or password.

This Web site does not sell products or services for children, but it sells them to adults, who can purchase with a credit card. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in the exercise of our sole discretion.

Disclaimer of Warranties; Limitation of Liability

You understand that there may be delays, omissions, interruptions, inaccuracies, and/or other problems with the information, and services published on or promoted over this Web site, including information and services referred to, advertised or promoted on or sold though the Web site. This Web Site and all information, products or services available through this Web site are provided by us on an "as is" basis without warranties of any kind, either express or implied. Neither The Honor Society of Phi Kappa Phi, nor any of its affiliates or licensees warrant that this Web Site will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of this Web site, or as to the accuracy, reliability or completeness of content or any information, service or merchandise provided through this Web site.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER THE HONOR SOCIETY OF PHI KAPPA PHI, ITS AFFILIATES NOR ITS LICENSEES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, INACCURACIES, OMISSIONS OR OTHER DEFECTS IN THE INFORMATION CONTAINED WITHIN THIS WEB SITE, OR ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM THE USE OR INABILITY TO USE THIS WEB SITE. THE HONOR SOCIETY OF PHI KAPPA PHI, ITS AFFILIATES AND LICENSEES SPECIFICALLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATIONS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE HONOR SOCIETY OF PHI KAPPA PHI, ITS AFFILIATES OR ITS LICENSEES OR PROVIDERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF ACCESS TO, OR THE USE OF, OR INABILITY TO USE THIS WEB SITE OR ANY PRODUCTS OR SERVICES, INCLUDING OR RESULTING FROM LOST PROFITS OR DATA, WHETHER IN AN ACTION FOR CONTRACT OR TORT, EVEN IF THE HONOR SOCIETY OF PHI KAPPA PHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You agree that the entire liability of The Honor Society of Phi Kappa Phi, its affiliates or its licensees, arising out of any kind of legal claim arising out of or otherwise related to this Web site will not exceed the amount you paid, if any, for the use of this Web site or any services purchased hereon

out of which such liability allegedly arises. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, some of these limitations may not apply to you.

Use at Your Own Risk

We provide the material available through this Web site for informational purposes only. You may only use the material and the services available through this Web site for your personal and non-commercial use. Before you act on any information you've found on our site, you should independently confirm any facts that are important to your decision. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THIS WEB SITE, YOU EXPRESSLY AGREE THAT YOU DO SO SOLELY AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS YOU MAY INCUR THAT RESULTS FROM YOUR USE OF ANY SERVICE OR ANY INFORMATION, DATA OR MATERIALS DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THIS WEB SITE.

Data Security

We have in place, what we believe to be, reasonable physical, electronic and managerial procedures to safeguard and help prevent unauthorized access, maintain data security and correctly use the information we collect online.

In general, while reasonable efforts are made to ensure the confidentiality of your private and personal information, we cannot warrant and do not guarantee the absolute safety and security of confidential data on the Internet.

Data Collection and Use

Any personally identifiable information provided by you in electronic communications to the Web site is governed by this Web site's Privacy Policy. For a more complete description of our collection and use of personally identifiable information and other data, please read our Privacy Policy, the terms of which are incorporated in this Usage Agreement by reference.

Violation of These Terms of Use

We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Web site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of the Web site, including our customers. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that we may preserve and store any communication by you with us through the Web site or any service offered on or through the Web site, and may also disclose such data if required to do so by law or we determine that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce this Usage Agreement, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Dominion Enterprises, its employees, users of or visitors to the Web Site, and the public.

Without limiting any other portion of this Terms of Use Agreement, you agree that we may, in our sole discretion and without prior notice, terminate your access to the Web site and/or block your future access to the Web site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Web site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Dominion Enterprises may have at law or in equity.

Miscellaneous

Use of this Web site by you for spamming is strictly prohibited. By using this Web site, you agree not to use information concerning other users of this Web site or any items such users have listed or searched for on this Web site (including listing information, user names, e-mail addresses, telephone numbers and/or other information), for any commercial purpose without prior express written permission of The Honor Society of Phi Kappa Phi.

This Terms of Use agreement is governed by the laws of State of Louisiana, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts in Baton Rouge, Louisiana, U.S.A., in all disputes arising out of or relating to the use of this Web site. Use of this Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment or agency relationship exists between you and The Honor Society of Phi Kappa Phi as a result of this agreement or use of this Web site.

You agree that all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You shall use this Web site for lawful purposes only. Any conduct by you that in our judgment and discretion restricts or inhibits any other person from using or enjoying our Web site will not be permitted.

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Web site, which includes any discontinuance or material modification of the Web site or any service offered on or through the site, or due to any unexpected technical issues or problems. We reserve the right to deny access to the site at our own discretion. Any and all rights not expressly granted herein are exclusively reserved to The Honor Society of Phi Kappa Phi. You agree that The Honor Society of Phi Kappa Phi will not be liable to you or to any third party for termination of your access to the site as a result of any violation of these Terms of Use.