

Sons of Confederate Veterans and Its Affiliates

General Terms, Conditions and Policies for the Use of the Web site and Web Services – Please Read Carefully

Created on November 20, 2018. No revision has been made as of the date shown.

You are using the Make Dixie Great Again Web site of the Sons of Confederate Veterans and its affiliates (herein collectively referred to as “we”, “our”, “ours” and “us”). These terms, conditions, and policies govern your use of the Web site and the Web Services offered and provided through the Web site. Your use of the Web site and any of the Web Services constitutes your agreement to be bound by these terms, conditions, and policies (herein collectively referred to as the “Agreement”). The Agreement also extends to any e-mail sent by a you to us at any time as a derivative and result of using the Web site and the Web Services. You must comply with the Agreement. Any use of the Web site or the Web Services contrary to the Agreement in effect at the time of such use is unauthorized and prohibited. We reserve the right, in our sole discretion, at any time, for any reason, and without prior notice to any user, to revise the terms, conditions, and policies applicable to the use of the Web site. You and all other users should review this Agreement each time the Web site and Web Services are used.

If you do not agree with the terms, conditions and policies of the Web site and Web Services, your sole and exclusive remedy is to discontinue the Web site and Web Services.

The words “user”, “you”, “your”, and “yours” refer to any person or entity using the Web site or the Web Services. The words “we”, “our”, “ours” and “us” refer to the Sons of Confederate Veterans and/or our affiliates, vendors and subcontractors including those that design, maintain and support the Web site and Web Services. The term “Web site” refers to the Sons of Confederate Veterans’ Web site at www.makedixiegreatagain.org, www.makedixiegreatagain.com, www.makedixiegreatagain.net. The term “Web Services” refers to any and all products and services offered and provided by us, including but not limited to products and services that we provide for free and for sale, information, downloads, user access, user profile and contact information, paper and paperless electronic invoicing and payment processing, billing and payment processing, and one-time, recurring and repetitive invoicing, billing and payment processing.

1. SONS OF CONFEDERATE VETERANS

The Sons of Confederate Veterans is a non-profit corporation located in Columbia, Tennessee. The mailing address is P.O. Box 59, Columbia, TN 38402. The telephone number is 800-693-4943. The Internet address is <https://www.scv.org>. The Sons of Confederate Veterans owns, operates, manages and is solely responsible for the content of this Web site and the Web Services it offers or provides.

2. OTHER TERMS, CONDITIONS, AND POLICIES

In addition to this Agreement, other terms, conditions, and policies could be applicable to your use of certain Web Services that are now provided or could be offered and provided in the future through the Web site. This agreement governs if a conflict occurs between this Agreement and any other terms, conditions, and policies. Access to such other terms, conditions, and policies is provided in connection with the specific Web Services involved. You and any other user accessing this Web site or using other Web Services offered and provided shall be deemed to have agreed to and be bound by such other terms, conditions, and policies (including the Privacy Policy, found on the Web site) in addition to this Agreement.

3. PROPRIETARY RIGHTS, SUBMISSIONS AND LAWFUL USE

The Web site and the Web Services are the exclusive property of the Sons of Confederate Veterans. Except as otherwise indicated, all information, text, images, logos, designs, graphics, photos, sounds, presentation, layouts, icons, documentation, forms, and other materials (herein referred to as "Content") on the Web site or provided in connection with the Web Services are the subject of copyrights, trademarks, service marks, and intellectual property rights held by or licensed to us. Content of the Web site may not be published, copied, distributed, transmitted, modified, exploited, or used in the creation of derivative works, in any form or by or to any entity for any purpose without our prior written consent; provided, however, that users of this Web site may download Content in connection with the ordinary utilization of the Web site and the Web Services for use by a single individual using a standard web browser, so long as such Content is not modified, altered, deleted, retransmitted, published, or otherwise changed and copyrights, trademarks and service marks, and other proprietary notices are not removed.

Any information, suggestion, idea, graphic, remark, or other submission that you and any other user submits to us through the Web site, Web Services and any other method shall become our exclusive property and shall not be deemed as confidential except in accordance with our Privacy Policy. We shall be entitled to use any such submission and any derivative works created therefrom, and any related concepts, ideas, techniques, or know-how for any lawful purpose without any obligation to any user submitting the same and without restriction, permission, or compensation. A user making any such submission thereby acknowledges the originality of such submission and accepts responsibility for its accuracy, completeness, appropriateness, and legality.

The Web site and the Web Services are provided only for lawful use. Any use of the Web site and the Web Services for any purpose contrary to applicable law is unauthorized and prohibited and could subject you and any other user to fines, penalties, suits at law, damages, and imprisonment.

4. SECURITY AND PRIVACY

Information transmitted over the Internet and stored on computers connected to the Internet cannot be made completely private and secure. We endeavor to maintain the security and privacy of the information we receive in accordance with our Privacy Policy, which is available through the Web site.

Each user is responsible for the use, security, and safeguarding of such user's identification, password, credit card, financial and other confidential information. We shall have no responsibility or liability for damages resulting from the theft or unauthorized use of your or any other user's identification, password, financial and other confidential information, including but not limited to the user's tax identification number, address, telephone number, e-mail address, credit card number, or banking information.

5. ELECTRONIC EQUIPMENT AND NETWORK SERVICES

Each user is responsible for supplying and maintaining all hardware, software, access to networks, and communications and other equipment necessary for connectivity to gain access to this Web site and the Web Services. We shall have no responsibility whatsoever in this regard.

6. MONITORING

We retain the right in our sole discretion and at any time or not at all to monitor activities on the Web site and involving the Web Services. We reserve the right, without the consent of or liability to any user or third party, to record, screen, edit, curtail, and remove any content on the Web site for any reason, including our belief that such content is harmful, harassing, abusive, offensive, or in violation of this Agreement or any other terms, conditions, and policies applicable to the Web site and the Web Services. We shall have no liability to any user

or third party for the performance or non-performance of monitoring or other actions taken pursuant to this Agreement.

7. E-MAIL

In connection with activities conducted on the Web site and involving the Web Services We might send you courtesy confirmations and other communications by e-mail. Delivery of e-mail may be affected by circumstances beyond our control, including but not limited to incorrect e-mail addresses provided by users, e-mail address changes of which we have no knowledge, personal and Internet spam filters, size filters, timing of the delivery of e-mails, unavailability of e-mails, or other Internet and network problems. We assume no responsibility for the timeliness, deletion, missed delivery, or failure of e-mails due to the foregoing or the failure to store data, failure of personalized settings by users or e-mail service providers, or any other cause. Users assume all responsibilities to allow delivery of e-mail that we send. We have no responsibility for damages or losses due to e-mails that are not received by users for any reason. Each user is responsible for reading and responding in a timely and appropriate manner to e-mails that we send.

8. WEB SITE UNAVAILABILITY AND FAILURE OF TRANSACTIONS

The unavailability of this Web site or any Web Services, or the failure of any Web Service or online transaction for any reason, shall not relieve any user from any obligation whether financial or otherwise.

9. DISCLAIMER AND EXCLUSION OF WARRANTIES

THIS WEB SITE, THE WEB SERVICES, AND ANY RELATED DOCUMENTATION ARE PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Content of the Web site may contain technical, typographical, or other errors, inaccuracies, or omissions. We reserve the right, in our sole discretion, at any time and for any reason, to make corrections, revisions, and changes to the Web site and the Web Services, and/or to suspend or terminate the availability of the Web site and the Web Services to any or all users, without prior notice. We make no warranty and shall have no responsibility to any user with respect to any errors, inaccuracies, omissions, corrections, revisions, changes, suspensions, and terminations involving the Web site and the Web Services.

We do not warranty that the Web site and the Web sites are free of destructive computer code including but not limited to viruses, worms, trojan horses, and similar malicious and potentially damaging code. Users must take their own precautions with respect to such code.

We have no responsibility and make no representation, warranty, or endorsement of any entity, individual, group, company, sponsor, advertiser, web site, product, service or offer that a user may access through the Web site and the Web Service. Information about and access to any such other entity is provided solely as a convenience to users. Any such other entity is independent of us and this Web site, and we have no control over or responsibility for any other entity and its offers, products and services. Users accessing other entities mentioned or linked to this Web site do so entirely at their own risk and are subject to such terms and conditions as are imposed by such other entities.

We do not represent that the products, services and Web services offered and provided on the Web site are suitable or fitted for any particular purpose.

We have no responsibility for and make no representation or warranty about the usefulness or the effectiveness of any product, service, Web Service that we offer and provide through the Web site. User assumes all risks

and consequences, whether beneficial or damaging, as direct and indirect consequence of using products, services, and Web Services we offer and provide through the Web site.

10. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES FOR ANY USE OF THIS WEB SITE, THE WEB SERVICES, OR ANY LINKED WEB SITE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON OUR OR ANY USER'S COMPUTER HARDWARE OR INFORMATION HANDLING SYSTEMS, OR OTHERWISE, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, OR SOFTWARE FAILURES OR LOSSES OF ANY KIND, OR FOR FAILED, INCOMPLETE, DISTORTED, OR DELAYED DATA TRANSMISSIONS, OR EQUIPMENT INCOMPATIBILITIES, IN RELATION TO ANY USE OF THIS WEB SITE OR THE WEB SERVICES. WE ARE NOT RESPONSIBLE FOR DAMAGE RESULTING FROM DESTRUCTIVE COMPUTER CODE SUCH AS VIRUSES, WORMS, TROJAN HORSES, AND THE LIKE. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF INFORMATION, INTERACTIVE FORMS, CONTENT, OR COMPUTER CODE ON THIS WEB SITE OR ANY WEB SITE ACCESSIBLE THROUGH THIS WEB SITE OR RELATED TO THE WEB SERVICES.

11. WAIVERS

We do not waive any of the terms of this Agreement or any of its other terms, conditions, or policies with respect to the Web site and Web Services or any of our rights unless the waiver is in a written document expressly setting forth the nature and extent of the waiver, and executed by a representative of the Sons of Confederate Veterans that is officially authorized to execute and deliver such a waiver.

No delay or omission on the part of the Sons of Confederate Veterans in enforcing this Agreement and any other terms, conditions, or policies shall impair our current or future exercise of our rights and remedies or be construed as a waiver of any provision of this Agreement or any other terms, conditions, or policies. No partial or single exercise of any right or remedy available to us under this Agreement or any other terms, conditions, or policies shall preclude the full availability to us of any right or remedy.

12. ASSIGNMENTS

No user may assign to any other person or entity its rights or obligations under this Agreement or under any other terms, conditions, or policies without our express written consent. In our sole discretion, we may freely assign this Agreement and any of our rights and obligations hereunder or under any other terms, conditions, or policies, in whole or in part, to any third party or parties without the consent of or notice to any user.

13. CAPTIONS

Captions and titles in this Agreement and in any other terms, conditions, or policies with respect to the Web site and the Web Services are for convenience only and do not affect the meaning of nor affect this Agreement or any other terms, conditions, or policies.

14. JURISDICTION AND APPLICABLE LAWS

The Web site, the Web Services and this Agreement are governed by the laws of the State of Tennessee, excluding its conflicts of laws principles, and, where and to the extent applicable, by federal law. We do not represent that the materials on the Web site and the Web Services may be used outside of these United States.

Access to the Web site and use of the Web Services may not be legal for certain persons or in certain countries. Users who access and use the Web site and the Web Services from outside of these United States do so at their own risk and are responsible for compliance with the laws of the jurisdiction from which the Web site and the Web Services are accessed and used.

15. ENTIRE AGREEMENT

These General Terms, Conditions, and Policies constitute the entire agreement between you and us.

16. SEVERABILITY

If any provision of this Agreement or of any other terms, conditions, or policies with respect to the Web site and the Web Services is determined to be void or invalid as a matter of law, the remaining provisions of this Agreement and of any other terms, conditions, and policies shall not be affected thereby and shall remain in full force and effect.