

# **Nashoba Valley Photo Club Terms and Conditions**

Please read these Terms and Conditions ("Terms", "Terms of Service") carefully. **Upon becoming a member of Nashoba Valley Photo Club ("NVPC", "us", "we"), you are agreeing to these Terms each club year (July - June) and you are granted all the rights and benefits of that membership (herein "Service").**

Access and use of the NVPC website ( <https://nvpc.visualpursuits.com/> ) operated by NVPC and Visual Pursuits may require a website agreement when logging into the website.

Your access to and use of this Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use this Service.

By accessing or using this Service you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access this Service.

## **Field Trip Liability Release [includes any event or activity organized by NVPC, herein "Activity" or "Activities"]**

You and your guests acknowledge that there are certain risks inherent in participating in Activities, including but not limited to property damage or loss, bodily injury, and death, and that all risks cannot be prevented.

You assert that you and your guests are physically able to participate in these Activities. You understand and hereby acknowledge that you and your guests assume all risks incurred by your participation in these Activities. In consideration of being allowed to participate in these Activities, you and your guests hereby release Nashoba Valley Photo Club, its officers, members and volunteers, from all liability, now and in the future, for any and all claims arising out of, or in any way connected with, these Activities and you and your guests' participation in them including, but not limited to, the risks as outlined above. You further acknowledge that if you bring guests to participate in any Activity, you take full responsibility for your guests.

## **Image Competitions (Salons)**

By entering images (digital images or prints) into competitions, you acknowledge that they comply with the rules of the competition. Images remain the property of the maker who hereby grants NVPC, its Successors And/Or Assignees non-expiring permission to use the images in any competitions in which NVPC may participate.

## **Club and Website Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the website part of our Service and for any activities or actions under your password, whether your password is with our Service or a third-party service, such as our Facebook page. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

## **Links To Other Websites**

Our website and Facebook Services may contain links to third-party websites or services that are not owned or controlled by Nashoba Valley Photo Club. Nashoba Valley Photo Club has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Nashoba Valley Photo Club shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **Behavior in Club Meetings and Activities**

As a condition of membership, you recognize that behavior of an intimidating, harassing or bullying nature will not be permitted in club meetings or activities. Anyone who exhibits threatening behavior, whether verbal or physical, during any club function will be promptly asked by the President or Vice-President to leave the function. Following the incident, those members of the executive board who witnessed the event will vote on a

course of action appropriate to the behavior, which may include removing the member permanently from the club. Any executive member involved in the incident will abstain from voting. In the event of removal from the membership, dues will not be refunded to the member.

### **Significant Issues and Disagreements**

If a member has a serious issue, whether with an action or activity, or with inappropriate behavior of another member, the concerned member shall approach the President or Vice President to express their concern. The Executive Committee will meet within 14 days, if feasible, but no later than 30 days, to resolve the issue.

### **Website Terms & Conditions**

Membership in the Nashoba Valley Photo Club entitles members to exclusive access to the NVPC website (<https://nvpc.visualpursuits.com/>). Upon logging into the website, you are agreeing to these Terms and any website agreement. If, upon logging in, you decide that you cannot accept the Terms & Conditions, you will be entitled to a full refund of any dues paid for the year, provided the request for a refund is made within 30 days of payment or within 30 days after the first digital salon presentation, whichever occurs later. Refund requests should be made to the club Treasurer.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of the state of Massachusetts, United States of America, without regard to its conflict of law provisions. The failure of Nashoba Valley Photo Club to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms, including the Website Terms & Conditions referenced above, constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If there is a material revision, we will try to provide at least a 30-day notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please discontinue using the Service.

### **Contact Us**

If you have any questions about these Terms, please contact us.