Terms of Use Agreement Between User and the Colorado Bar Association

The Colorado Bar Association Web Site is comprised of various Web pages operated by Colorado Bar Association. This Terms of Use Agreement (“Agreement”) is a legal agreement between you, either individually or on behalf of your corporation, partnership, association, or other business entity (“you” or “your”) and the Colorado Bar Association governing your use of the Colorado Bar Association Web Site, the Colorado Bar Association’s Communication Services (as defined below), and any service provided by the Colorado Bar Association for use in connection therewith, as modified, upgraded, or updated from time to time.

BY ACCESSING THE COLORADO BAR ASSOCIATION’S WEB SITE OR OTHER COMMUNICATION SERVICES (AS DEFINED BELOW), YOU ARE AGREEING THAT YOU HAVE READ, AND AGREE TO COMPLY WITH AND BE BOUND BY, THE TERMS OF THIS AGREEMENT IN ITS ENTIRETY WITHOUT LIMITATION OR QUALIFICATION, AS WELL AS ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO FOLLOW ALL APPLICABLE LAWS, DO NOT ACCESS THE COLORADO BAR ASSOCIATION’S WEB SITE OR COMMUNICATION SERVICES (AS DEFINED BELOW).

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The Colorado Bar Association Web Site and Communication Services may contain links to other Web Sites (“Linked Sites”). The Linked Sites are not under the control of the Colorado Bar Association and the Colorado Bar Association is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Colorado Bar Association is not responsible for webcasting or any other form of transmission received from any Linked Site. The Colorado Bar Association is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Colorado Bar Association of the site or any association with its operators.

No Unlawful, Improper, or Other Prohibited Use

The Colorado Bar Association Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, social media pages, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, bully, harass, stalk, threaten, intimidate, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, harassing, profane, defamatory, violent, nude, discriminatory, infringing, obscene, indecent, or otherwise improper material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Create or submit unwanted email, comments, or other forms of commercial or harassing communications (or “spam”) to any other users.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, the Web Site, or Communication Services.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

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As a condition of your use of the Colorado Bar Association Web Site and Communication Services, you warrant to Colorado Bar Association that you will not use the Colorado Bar Association Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Colorado Bar Association Web Site in any manner which could damage, disable, overburden, or impair the Colorado Bar Association Web Site or interfere with any other party's use and enjoyment of the Colorado Bar Association Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Colorado Bar Association Web Sites.

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No Warranties
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Indemnification
You agree to indemnify and hold Colorado Bar Association harmless, including its agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the Web Site or Communication Service, from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys’ fees) occurring from or related to the use or misuse of the Web Site or Communication Services, breach of this Agreement, violations of any rights of a third party, or any allegation of any of the foregoing.

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SERVICE CONTACT: socialmedia@cobar.org

Termination/Access Restriction

Colorado Bar Association reserves the right, in its sole discretion, to terminate your access to the Colorado Bar Association Web Site and the related Communication Services or any portion thereof at any time, without notice.

General

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Colorado, U.S.A. without giving effect to any principles of conflicts of law. Use of the Colorado Bar Association 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 Colorado Bar Association as a result of this agreement or use of the Colorado Bar Association Web Site. Colorado Bar Association's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Colorado Bar Association's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Colorado Bar Association Web Site or information provided to or gathered by Colorado Bar Association with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Colorado Bar Association with respect to the Colorado Bar Association Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Colorado Bar Association with respect to the Colorado Bar Association Web Site.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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