



Terms and Conditions

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From time to time, we may offer different subscription terms, and there is No membership fees for such subscriptions.

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CAAB reserves the right to change the terms, conditions, and notices under which the CAAB.org website is offered, including but not limited to the charges associated with the use of the CAAB.org website.

You understand and agree that your use of CAAB.org after the date on which the Terms and Conditions have changed shall be treated as acceptance of the updated Terms and Conditions.

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Your Privacy

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No unlawful or prohibited use



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The CAAB.org website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, 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, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

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Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting our customer service representative at 1-202-491-1440. **In the unlikely event that our customer service representative is unable to resolve a complaint you may have (or if CAAB has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration, mediation, or small claims court instead of in courts of general jurisdiction.** Arbitration, which is often cheaper, faster, and less formal than a lawsuit in a court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award. Also, in arbitration you are entitled to recover attorneys' fees from CAAB to at least the same extent as you would be in court. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.**

Arbitration Agreement

CAAB and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "CAAB", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or devices under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and CAAB are each waiving the right to a trial by jury or to participate in a class action.** This agreement evidences a transaction in the interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to CAAB should be addressed to General Counsel,



Termination/access restriction

CAAB reserves the right, in its sole discretion, to terminate your access to the CAAB.org website and the related services or any portion thereof at any time, without notice.

GENERAL

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CAAB as a result of this agreement or use of the CAAB.org website. CAAB's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CAAB's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the CAAB.org website or information provided to or gathered by CAAB 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 CAAB with respect to the CAAB.org website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CAAB with respect to the CAAB.org website. You may not assign or otherwise transfer the Terms and Conditions, or any right granted hereunder, without CAAB's written consent. CAAB's rights under the Terms and Conditions are freely transferable by CAAB. Any failure by CAAB to enforce or exercise any provision of the Terms and Conditions, or any related right, shall not constitute a waiver of that provision or right. Any rights not expressly granted herein are reserved.

CAAB may provide you with notices, including those regarding changes to the Terms and Conditions, by email, regular mail, postings on the CAAB.org website, or other reasonable means now known or hereafter developed.

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 of the parties that this agreement and all related documents have been drawn up in English.

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