

Web Site Terms of Use

ACCEPTANCE OF TERMS.

The services that Tennessee Valley Fly Fishers (henceforth known as TVFF) provides to you are subject to the following Terms of Use ("TOU"). TVFF reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by viewing this "Terms of Use" Announcement.

DESCRIPTION OF SERVICES

Through its network of Web properties, TVFF provides you with access to a variety of resources, including download areas, communication forums and other information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify TVFF immediately of any unauthorized use of your account or any other breach of security. TVFF will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by TVFF or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any TVFF server, or the network(s) connected to any TVFF server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any TVFF server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

USE OF SERVICES

The Services may contain e-mail services, forums, communities and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- 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, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

- Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
 - Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
 - Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
 - Falsify or delete any copyright management information, such as 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.
 - Violate any applicable laws or regulations.
 - Create a false identity for the purpose of misleading others.
 - Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.
- TVFF has no obligation to monitor the Communication Services. However, TVFF reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. TVFF reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.
- TVFF reserves the right at all times to disclose any information as TVFF deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in TVFF's sole discretion. Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Services. TVFF does not control or endorse the content, messages or information found in any Communication Services and, therefore, TVFF specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. Moderators and hosts are not authorized TVFF spokespersons, and their views do not necessarily reflect those of TVFF.
- Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

USE OF UPLOADED MATERIALS

TVFF does not claim ownership of Materials you upload on the Site. Should you upload Materials via the Site (either by offering suggestions via e-mail or participating in any interactive opportunities available on this Site from time to time), such information shall be considered non-confidential and TVFF shall have no obligation of any kind with respect to such information, and unless otherwise agreed to in writing shall be free to use any ideas, concepts, or information contained in such Materials without any obligation and, for any purpose, including but not limited to developing, manufacturing, and marketing products incorporating such information. In addition, you grant TVFF a world-wide, royalty free and non-exclusive license with respect to Materials to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Materials in Print and on the Site (i) to provide and promote the TVFF Site to which such Materials were submitted or made available, and (ii) for the purpose for which such Materials were submitted or made available. You agree to indemnify and hold TVFF and its affiliates, officers, agents, partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Materials you Upload, your use of the Site, your connection to the Site, or your violation of any rights of another. TVFF retains the right to turn over any materials if legally requested to do so.