

Terms of Service

The National Gay Wedding Association will be referred to as NGWA in these Terms of Service.

1. ACCOUNT TERMS

1.1 You must provide your name, a valid email address, and any other requested information in order to complete the registration process.

1.2 You are responsible for keeping your password secure. NGWA cannot be liable for any loss or damage from failure to maintain the security of your account and password.

1.3 You are responsible for all content uploaded/posted in your Profile and all activities that occur under your account.

1.4 You acknowledge that NGWA will use the email address you provide as the primary method for communication.

1.5 The person signing up for the Service will be the contracting party (“Account Owner”) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Account Owner in connection with NGWA.

1.6 Technical support for NGWA services is presently only available in English and via email. Technical request emails are responded to within 24 hours. Our offices are open M-F 9-5, PST.

1.7 If you are signing up for our memberships on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

1.8 In the event of a dispute regarding account ownership, we reserve the right to request documentation to determine or confirm account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc. NGWA retains the right to determine, in our sole judgment, rightful account ownership and transfer an account to the rightful owner.

1.9 A breach or violation of any term in the Terms of Service as determined in the sole discretion of NGWA will result in an immediate termination of your membership.

2. YOUR CONTENT

2.1 Except for the license granted below, which permits us to provide and promote NGWA, you own your own content. We claim no intellectual property rights over the material you provide to your membership Profile. Your profile and materials uploaded remain yours. However, by uploading content onto your dashboard, you agree to allow others to view your content. You represent and warrant that you or your employer, owns or otherwise controls all of the rights to the material you provide on your Profile, and such material does not infringe upon or violate the rights of any third party.

2.2 We will not enable third party advertisements on your content without your permission.

2.3 You grant NGWA a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, modify, process, analyze, use, in any way solely for the purpose to enhance, to perform and to promote NGWA, and our mission and memberships. You own your content that has been uploaded to NGWA. We are allowed to showcase your work for promotional purposes.

3. GENERAL TERMS AND CONDITIONS

3.1 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our membership services, or access to your Profile without the express written permission by NGWA.

3.2 You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use National Gay Wedding Association's trademarks and/or variations and misspellings thereof.

3.3 Questions about the Terms of Service should be sent
Admin@NationalGayWeddingAssociation.org

3.4 You acknowledge and agree that your membership, including information transmitted to or stored by NGWA, is governed by its privacy policy.

3.5 You understand that NGWA uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

4. NATIONAL GAY WEDDING ASSOCIATION – RIGHTS

4.1 NGWA has the right to suspend or terminate your membership and refuse any and all current or future use of your membership, or any other NGWA service, or event for any reason at any time. Termination of your membership will result in the deactivation or deletion of your Profile or denial of your access to your Account. Upon termination, you acknowledge that all content in your Account will be deleted and cannot be recovered once your Account is terminated.

4.2 NGWA reserves the right at any time to modify or discontinue, either temporarily or permanently, with or without notice.

4.3 Prices of all memberships are subject to change upon thirty (30) days notice by NGWA.

4.4 NGWA shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

4.5 Noncompliance with these Terms of Service will result in the termination of your membership. While NGWA prohibits conduct and content in violation of the Terms of Service, you understand and agree that NGWA cannot be responsible for the content posted on your Profile.

4.6 We may, but have no obligation to, remove content and Profiles containing content that we determine, at our sole discretion, are unlawful, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property rights or these Terms of Service.

4.7 Your verbal, physical, written or other abuse (including threats of abuse or retribution) of any NGWA member, employee, or officer will result in immediate termination of your membership.

4.8 NGWA does pre-screen content, and NGWA and its designee have the right (but not the obligation), at their sole discretion, to refuse or remove any content.

4.9 We reserve the right to provide our memberships to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that NGWA employees and contractors may also be NGWA members and that they may compete with you.

5. NATIONAL GAY WEDDING ASSOCIATION - LIMITATION OF LIABILITY

5.1 You expressly understand and agree that NGWA shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the

Service; (ii) unauthorized access; (iii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into, through, (iv) statements or conduct of any third-party on the Service; or (v) any other matter relating to your memberships. NGWA is not liable even if it has been advised of the possibility of such damages.

5.2 NGWA does not warrant that (i) the membership will meet your specific requirements, (ii) the membership will be uninterrupted. (iii) the quality of any information, products, services, or other material purchased or obtained by you through your membership will meet your expectations.

5.3 You may not use the NGWA membership for any illegal or unauthorized purpose nor may you, in the use of the membership, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of The United States of America and the State of California.

6. PAYMENT TERMS

6.1 All paid membership plans, must provide and maintain a valid payment information.

6.2 Membership payments are non-refundable.

6.3 Founding Membership prices are locked-in memberships.

6.4 If you cancel your membership before the end of your 12 month membership period, your cancellation will take effect on your final day of your original 12 month period.

6.5 You are solely responsible for properly canceling your account. An email or phone request to cancel your account is proper cancellation. You can also cancel your account at any time by using the cancel account feature provided on your vendor dashboard.

6.6 All of your content will be deleted from our server upon cancellation. This information cannot be recovered once your account is cancelled.

7. MISCELLANEOUS TERMS

7.1 You shall defend and hold harmless NGWA against any claim, demand, suit or proceeding made or brought against MyGayWedding.com by a third-party alleging that your content or your use of your membership infringes or misappropriates the intellectual property rights of a third-party or violates applicable law.

7.2 You shall also indemnify NGWA for any damages awarded against, and for reasonable attorney's fees incurred by, NGWA in connection with any claim, demand, suit or proceeding by a third-party alleging that your content or your use of your membership infringes or misappropriates the intellectual property rights of a third-party or violates applicable law.

7.3 These Terms of Service shall be governed by and construed in accordance with the laws of California, and the federal laws of the United States applicable therein.

7.4 If NGWA makes any material changes to these Terms of Service, we will notify you at least fourteen (14) days in advance by email or by posting a notice on our site before the changes are in effect. Any new features that expand or enhance the current Service shall be subject to the Terms of Service. Expansion or enhancements includes the release of new tools, features and resources. Your continued use of your membership after any such changes shall constitute your consent to such changes.

8. WAIVER & COMPLETE AGREEMENT

8.1 The failure of NGWA to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service constitute the entire agreement between you and NGWA and govern your use of the Service. These Terms of Service supersede any prior agreements between you and NGWA, including, but not limited to, any prior versions of the Terms of Service.

