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II. INFORMATION AND MATERIALS

The information and materials contained on the Site are subject to change at any time at the sole discretion of Owner. Owner reserves the right to make changes to the Site and the Terms and Conditions of Use at any time. The most current Terms and Conditions of Use are available online so please check back regularly for updates.

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A. GENERAL DISCLAIMER

Owner makes no claims that the Site is appropriate for any particular purpose or audience. You expressly agree that use of www.tml.org is at your sole risk. If you are dissatisfied with the Site or these Terms and Conditions of Use, your sole remedy is to discontinue use of the Site. If you access the Site from outside the United States, you are responsible for compliance with the laws of that jurisdiction.

B. NO WARRANTY

Owner does not warrant that www.tml.org will be uninterrupted or error free, nor does Owner make any warranty as to the results that may be obtained from the use the Site, or as to the accuracy, reliability, or currency of any information content, service, or merchandise provided through the Site.

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C. LIMITATION OF LIABILITY

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V. CONTENT

A. DISTRIBUTING/UPLOADING THIRD-PARTY CONTENT

You may upload to or otherwise distribute on www.tml.org only information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material ("Content") that is not subject to any copyright or other proprietary rights

protection (collectively, "Public Content"), or Content in which the author has given authorization for distribution on the World Wide Web. Any copyrighted or other proprietary Content distributed with the consent of a copyright owner should contain a phrase such as "Copyright, owned by *[name of owner]*; used by permission." The unauthorized submission or distribution of copyrighted or other proprietary Content is illegal and could subject you to criminal prosecution as well as personal liability for damages in a civil suit. You will be liable for any damage resulting from any infringement of copyrights or proprietary rights, or from any other harm arising from such submission. Neither Owner, nor any of its officers, directors, employees, agents, providers, or the like, will be liable for any damage resulting from any infringement of copyrights or proprietary rights, or from any other harm arising from such a submission.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Owner's agent (listed below) the following information, in writing:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right which is allegedly being infringed upon;
- identification of the copyrighted work that is alleged to have been infringed upon or, if more than one, a representative list;
- identification of the material which needs to be removed or altered and a sufficiently detailed description of the location of the protected material on the Site;
- your address, phone number, and email;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law and that you have authority to make such a statement; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright's owner's behalf.

For purposes of such notice, Owner's agent and address is:

Bennett Sandlin, agent
Texas Municipal League
1821 Rutherford Lane, Suite 400
Austin, Texas 78754-5128

Phone: 512/231-7400
Fax: 512/231-7490
Email: Bennett@tml.org

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B. THIRD-PARTY CONTENT

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C. EXPORT

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations—including but not limited to the Export Administration

Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from the Site to either a foreign national or a foreign destination in violation of such laws.

VI. ONLINE CONDUCT

You agree to be responsible for your own submissions and postings and for any consequences thereof. You agree to use www.tml.org only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

Other examples of prohibited conduct include but are not limited to a prohibition against posting files with viruses, impersonating other persons or entities, restricting another person's use of the Site, posting or transmitting spam, chain letters, commercial advertising/solicitation, surveys, or other similar activities.

Owner does not control the information posted by you, and has no obligation to monitor your postings. However, if Owner is notified of allegedly infringing, defamatory, damaging, illegal or offensive content generated by you (e.g., through Owner-controlled interactive media), Owner may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such Content from the Site. Owner may disclose any Content or electronic communication of any kind: (i) to satisfy any law, regulation or government request; (ii) if such disclosure is necessary or appropriate to operate the Site; or (iii) to protect the rights or property of Owner, its users, or Providers.

Owner reserves the right to prohibit conduct, communication, or Content that it deems in its sole discretion to be harmful to individual users, the Site, or any rights of www.tml.org or any third party, or to violate any applicable law. Notwithstanding the foregoing, neither Owner nor its Providers can ensure prompt removal of questionable Content after online posting. Accordingly, neither Owner, nor its officers, directors, employees or agents, nor Providers shall assume liability for any action or inaction with respect to conduct, communication, or Content on the Site.

VII. SOCIAL MEDIA GUIDELINES

A. GENERAL

These guidelines govern interactions by you on Owner-controlled interactive media including, but not limited to, websites, blogs, listservs, pages, feeds, channels, and other means of interactive communication (collectively, "Owner Social Media"). Owner Social Media are NOT private nor protected sites and can be viewed by members of the public. These guidelines apply to all users of Owner Social Media, including employees and third parties. You agree to abide by these guidelines in addition to any additional terms of use that may be noted on the specific Owner Social Media used.

B. POSTING PERSONAL, PRIVATE, AND/OR CONFIDENTIAL INFORMATION PROHIBITED

Owner Social Media is generally available to the public. THE POSTING OF PERSONAL, PRIVATE, AND/OR CONFIDENTIAL INFORMATION, WHETHER IT IS APPLICABLE TO YOU OR ANOTHER PARTY, SUCH AS ADDRESSES, TELEPHONE NUMBERS, ACCOUNT INFORMATION, PASSWORDS, BALANCES, ETC. ON ANY OWNER SOCIAL MEDIA IS STRICTLY PROHIBITED AND YOU AGREE THAT YOU WILL NOT DO SO. Owner is not responsible for anything that may occur if you post your own or a third party's personal, private, and/or confidential information to Owner Social Media. Further you agree to be responsible for any damages that may result from posting any personal, private, and/or confidential information about you or a third party. If you have any doubt whether information could be confidential, IT SHOULD NOT BE POSTED.

C. DISCUSSION GUIDELINES

Your posting on Owner Social Media shall not contain the following:

- Confidential Content. Content which discloses any confidential or non-public third party information which you do not have permission and/or authority to disclose;
- Disparaging Content. Content that disparages any person or entity, including Owner and any entity affiliated with Owner, and/or any of their respective products or services;
- Infringing Content. Content that violates or infringes the rights of any person or entity including, but not limited to, privacy, publicity and/or intellectual property

rights, including the copyrights and brand rights of Owner and/or of third parties;

- **Hateful Content.** Content that is hateful, tortious, defamatory, slanderous, libelous, or obscene;
- **Discriminatory Content.** Content that promotes bigotry, racism, sexism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- **Unlawful Content.** Content that is unlawful, in violation of or contrary to laws or regulations, including but not limited to those applicable to Owner and/or Owner Social Media; and
- **Spam.** We observe and enforce a zero-tolerance policy for posting sales pitches for outside products or services or posting comments that drive traffic to a third party's website (including for personal, political, or monetary gain).

All decisions regarding whether a posting on Owner Social Media violates these guidelines will be made by Owner, in its sole and absolute discretion. Owner reserves the right to remove any posting, whether created by Owner, an employee, or a third party, at any time, for any reason, without notice or explanation.

D. USER REPRESENTATIONS

By using Owner Social Media, you represent the right to post the content contained in the message and that you have obtained any necessary permission and clearances.

E. POSTINGS BY THIRD PARTIES, INCLUDING EMPLOYEES

Owner does not endorse any comments made by third parties, including its employees, unless they are specifically authorized spokespersons for Owner. Owner does not validate assertions or statements made by third parties. All statements and viewpoints expressed in comments are strictly and solely those of the commenter and do not necessarily represent the viewpoints, positions, strategies or opinions of Owner.

VIII. PRIVACY POLICY

In accordance with the terms of Owner's Privacy Policy, www.tml.org respects the privacy of its users. To view our Privacy Policy, go to http://www.tml.org/privacy_policy.

Owner is not responsible for the privacy and security policies or practices of Twitter or Facebook or other, similar sites used by Owner, and you should review the policies of those respective entities.

IX. TERMINATION OF USAGE

Owner may terminate your access, or suspend your access to all or part of the Site, without notice, for any conduct that Owner, in its sole discretion, believes is in violation of any applicable law or is harmful to the interests of another user, a third party Provider, a service provider, or the Site.

X. USAGE BY CHILDREN UNDER 13

Owner cannot prohibit minors from visiting the Site. Owner must rely on parents, guardians and those responsible for supervising children under 13 to decide which materials are appropriate for such children to view and/or purchase.

The Site requires that all purchases be made either: (i) by individuals 13 years of age or older, or (ii) by minors under 13, through an Owner-authorized affiliated program which permits parents and other guardians to both pay for the purchases of minors, and give verifiable permission for such minors to purchase items on our site and for the collection by us of certain information in accordance with the terms of our privacy policy. EACH TIME YOU PURCHASE A PRODUCT AT WWW.TML.ORG, YOU ARE REPRESENTING TO OWNER THAT YOU ARE EITHER (I) AN INDIVIDUAL 13 YEARS OF AGE OR OLDER, OR (II) A MINOR UNDER 13 WHO IS PURCHASING THROUGH AN OWNER-AUTHORIZED AFFILIATED PROGRAM WHICH PERMITS PARENTS AND OTHER GUARDIANS TO BOTH PAY FOR THE PURCHASES OF MINORS AND GIVE VERIFIABLE PERMISSION FOR SUCH MINORS TO PURCHASE ITEMS ON OUR SITE AND FOR THE COLLECTION BY US OF CERTAIN INFORMATION IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

XI. GOVERNING LAW

The Site is created and controlled by Texas Municipal League in the State of Texas. As such, the laws of the State of Texas will govern the Terms and Conditions of Use, without giving effect to any principles of conflicts of laws. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Texas, and of the United States of America located in the State of Texas for any litigation arising out of or relating to use of or a purchase made through www.tml.org

(and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of the State of Texas, and agree not to plead or claim in any court of the State of Texas that such litigation brought therein has been brought in an inconvenient forum.

XII. SEVERABILITY

The provisions of these Terms and Conditions of Use are intended to be severable. If for any reason any provision of these Terms and Conditions of Use shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

XIII. INDEMNITY

You agree to defend, indemnify, and hold harmless Owner, its officers, directors, employees, and agents from and against any claims, actions, or demands, including without limitation reasonable legal fees, alleging or resulting from your use of the Site or your breach of these Terms and Conditions of Use. Owner will provide notice to you promptly of any such claim, suit, or proceeding and shall reasonably assist you, at your expense, in defending any such claim, suit, or proceeding.

XIV. VIOLATIONS

Owner reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions of Use, including the right to block access from a particular Internet address to the Site.

XV. ACKNOWLEDGMENT

The Terms and Conditions of Use, including all documents referenced herein, represent the entire understanding between you and Owner regarding your relationship with the Site and supersedes any prior statements or representations. YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE BY USING WWW.TML.ORG.