



## **Atlanta Falcons Fan Council - Terms of Use**

These Terms of Use ("Terms") govern your use of the Atlanta Falcons Fan Council website (the "Site") and any other links, domains, products, services, features and/or content provided by Vision Critical Communications, Inc. ("Service Provider"), on behalf of the Atlanta Falcons Football Club, LLC and/or its parent and affiliates ("Falcons", the Service Provider and the Falcons are collectively referred to as "we" or "our"). By accessing the Site or registering to use the Site, you are agreeing to these Terms, so please read them carefully. If you do not agree with these Terms, please do not access, use or register to use the Site.

We reserve the right to add to or change these Terms at any time, for any reason, and you should review the Terms regularly to make sure you are still willing to agree to them. If we make any material changes to these Terms we will make our best efforts to notify you, either by email or via a notice on the Site.

In addition to these Terms, your use of the Site is also subject to the Atlanta Falcons Code of Conduct and the Atlanta Falcons Privacy Policy. You accept the Code of Conduct and the Privacy Policy by accessing or registering to use the Site. If there is any conflict between the Terms and the Code of Conduct or the Privacy Policy, the Code of Conduct or Privacy Policy will govern.

### **1. Registration & Account Information**

To access certain parts of the Site you may be required to set up a user account. This may include a user name and password ("Credentials"), as well as additional personal information such as your name, email address, and other personal information ("Registration Information").

Your Credentials are intended for your personal use only, and you may not share them with others, or permit others to use your Credentials to access the Site. If you find that your Credentials have been used by others without your permission, or if you are having difficulty with your Credentials, please use the Technical Support link at the bottom of the Site.

### **2. Participation**

We value your opinions and feedback, and thus you are encouraged to participate in surveys and forum conversations every time you are invited. The number of invitations you receive may vary each month, and we are under no obligation to provide you with a particular number of opportunities to participate. Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we have high demand from our fans for access, and we reserve the right to suspend or terminate your account if you do not participate for more than 2 consecutive months.

From time to time, we may choose to award prizes or offer access to sweepstakes or contests in return for your participation. Rules governing any such activity will be posted at that time, if applicable. We are not obligated to conduct these activities, and we reserve the right to suspend, terminate, revalue or modify them, without liability or the provision of advance notice. We further reserve the right to adjudicate all discrepancies in our sole discretion, and you agree to abide with any such decision.

### **3. Terms of Usage – Usage of Site Content by You**

The Site is intended for your personal use only. The Site contains materials that belong to us, and may be protected under various intellectual property laws including patent, trademark, trade dress, and copyright, both within the United States and abroad. You may not modify, copy, reproduce, republish, upload, transmit or distribute in any way the contents of the Site. You may download material from the Site for your personal use only, as long as you do not modify the copyright or other proprietary notices. You do not have the right to use any of the Site content or the trademarks of the Falcons or the National Football League for any commercial activity.

We have worked hard to produce the content for this Site, and we take it seriously when that content is distributed without our authorization. Such distribution may be considered infringement of our intellectual property rights. We may take action against users who distribute the Site's contents without our authorization, including permanently banning offending users from the Site and legal action, if warranted.

You agree to not to disrupt, overwhelm, attack, modify or interfere with the Site in any way, and you agree to not impede or interfere with others' use of the Site. You further agree to not distribute or post to the Site any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site or adversely affect others' use of the Site.

The Site is not intended for users under the age of 13, and we do not knowingly collect, use, or disclose personal information from children under the age of 13. If we are made aware we have collected personal information from a child under 13 years old in a manner that is inconsistent with the Children's Online Privacy Protection Act ("COPPA") we will delete this information as soon as possible.

#### **4. Terms of Usage – Materials that You Publish**

Through your interaction with the Site, you may be able to post, upload, link, share, or discuss content such as concepts, ideas, survey responses, designs, artwork, pictures, video clips, written materials, and other creative works (“Submitted Content”). By providing the Submitted Content, you are providing consent for us to collect it, and you are agreeing that:

- a. The Submitted Content does not infringe a third party’s intellectual property rights. This means that you either have created the Submitted Content yourself, or that you have received permission from whomever has the proprietary rights in the Submitted Content, such as copyright, patent, trademark, or trade dress.
- b. The Submitted Content is not promotional or advertisement material for a third party, unless specifically authorized by us.
- c. The Submitted Content could be accessed and used by other users of the Site. This means you acknowledge that other users of the Site may be able to view the Submitted Content. Further, because the actions of the Sites’ users are outside of our control, the Submitted Content could be used without your permission.
- d. The Submitted Content may be used by us, without payment to you, for any purpose we choose. This means you are giving us a royalty free license that cannot be revoked to use the Submitted Content in any way we wish.
- e. We may use your personal information in connection with our use of the Submitted Content. You are giving us permission to use your Registration Information alongside or in connection with our use of the Submitted Content.
- f. The Submitted Content does not violate the Code of Conduct.

In addition, you acknowledge that we may, at our discretion and for any reason, choose to not use or publish the Submitted Content, and that we may choose to remove or delete the Submitted Content from the Site.

#### **5. Interactions on the Site**

Interactions between users of the Site are governed by these Terms and by the Code of Conduct. While we intend to promote a positive culture on the Site, our ability to control the actions or postings of individual users is limited. Please email us at [fans@falcons.nfl.com](mailto:fans@falcons.nfl.com) if you believe that certain users are acting in a way that violates the Terms or the Code of Conduct.

#### **6. Disclaimer of Warranty and Limitation of Liability**

You acknowledge that we are providing the Site “as is,” with no warranties of any kind, including but not limited to whether the Site will work, that the Site will be free from viruses or other programs that could negatively affect your computer, how well the Site will work, or whether the Site will remain available to you at any given time. You further acknowledge that we will not be responsible for any harm that occurs in connection with your use of the Site, no matter how that harm occurs. You also agree to release us from liability for any claims you may have, now or in the future, which relate in any way to your use of the Site.

#### **7. Indemnification**

You agree to indemnify us, defend us, and hold us harmless against any claims and liabilities (including attorneys’ fees) that arise in connection with your use of the Site, including but not limited to claims of copyright infringement stemming from Submitted Content.

#### **8. Termination or Suspension of Access to the Site**

Your access to the Site may be terminated by us at any time and for any reason. Further, we may limit your access to portions of the Site at any time and for any reason. You agree that you have no rights in the Site and no expectations of your continued access to the Site or any portion of it.

#### **9. Monitoring**

We have the right, but not the obligation, to monitor activity on the Site to ensure compliance with the Terms and the Code of Conduct, and to satisfy any law, regulation, or authorized government request. You agree that we have the right, in our sole discretion, to edit, refuse to post, or remove any of your Submitted Content.

#### **10. Governing Law**

You acknowledge that the Terms will be construed and interpreted according to the laws of the State of Georgia. You further agree that venue for any action, suit, or legal proceeding arising under or relating to these Terms or the Site shall be the county court or circuit court located in Fulton County, Georgia, or the federal district court for the Northern District of Georgia, Fulton County, Georgia, and you waive the right to sue or be sued in any other county in Georgia or any other state.

#### **11. Invalidity**

If a court determines that any part of the Terms or an application of the Terms to any person or circumstance would render that part or application invalid or unenforceable, that determination will not affect the validity or enforceability of the remainder of the Terms or the application of the Terms to other persons or circumstances.