

Terms of Use for Submission Services

Below are the rules for use of our online submission form at <https://fs26.formsite.com/nycbarassoc/8iphpxywmv/index.html?1575907335153> (the "Submission Services"). Please read them carefully, because they constitute a contract between you and the Association of the Bar of the City of New York ("Association")

You must be at least 18 years of age to submit information to the Association for these purposes. Your email and/or social media handles will be used only to communicate with you about your submission.

Anything you submit to us via the Submission Services, including messages, photographs, videos, voice or audio recordings, or drawings (the "User Materials") may be used by us anywhere, at any time, including on the website, social media channels, in presentations, and in promotional materials for the Association's business-related purposes.

Consent to Terms

Use of the Submission Services is expressly conditioned on your acceptance of and agreement to these Terms of Use, which set forth the terms and conditions that apply to your use of the Submissions Services and the Association's use of the User Materials. By using the Submissions Services, you agree to be bound by the Terms of Use and by the [Privacy Policy](#), collectively referred to as the "Governing Documents." If you do not agree to the provisions of the Governing Documents, please do not use the Submissions Services.

If you do not comply with these Terms of Use at all times when using the Submissions Services, the Association may deny or restrict your access to the Submissions Services or discard your User Materials. The Governing Documents apply regardless of the means by which you access the Submissions Services.

Please note that the Governing Documents are separate and distinct from the terms of use and privacy policies governing the websites, applications, platforms, and services of the Association's partners, third-party vendors, contractors, and other sites, applications, platforms, and services that may link to or from the Submissions Services. If there is any inconsistency between the Governing Documents, the Terms of Use shall control. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits to you or any entity.

Rules for Using the Submissions Services

By using the Submissions Services and its features and by submitting User Materials, you agree and/or confirm that:

- 1) You are at least 18 years of age.
- 2) You are providing your email and/or social media handles so the Association can communicate with you about the User Materials you submitted through the Submission Services.
- 3) You will not submit, post, upload, distribute, or otherwise make available any User Materials that contain (1) personal information about another person (unless you are the parent or legal guardian for that person); (2) unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, obscene, offensive, or otherwise objectionable or inappropriate material; (3) any material that infringes any intellectual property or other rights of any person or entity; or (4) any information intended to promote and/or generate revenue for any third-party business activity.

4) You will only submit User Materials for which you have the copyright or other necessary intellectual property rights and for which you have permission to distribute electronically. You may not violate or infringe on the rights of third parties, including copyright, patent, trademark, trade secret, privacy, personal, publicity, moral or proprietary rights. You promise and represent that you own or have all necessary rights and permissions to use, distribute and authorize the Association, its officers, directors, employees, assigns, contractors, partners, third-party vendors, and users (to the extent permitted by these Terms of Use) to use and distribute any User Materials.

5) You will not delete any legal notices, proprietary notices (including trademark or copyright symbols), or disclaimers, or modify any logos that you do not own or have written permission to modify.

6) You will not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including, but not limited to, by using another person's username, password, name, likeness, voice, or photograph. You will not submit any personal information to the Submission Services, about yourself or others, that is not accurate and truthful.

7) You will not submit, post, upload, distribute, or otherwise make available any software or other material that contains any virus, trap door, back door, worm, Trojan horse, or other harmful computer code, files, scripts, agents, programs, adware, device or other features that may access, alter, delete, damage or disable any hardware, software, information, or other property of the Association.

8) The Association is not responsible or liable for any User Materials submitted by you, including any User Materials, on or through the Submission Services. We cannot verify the accuracy of statements that users make or place on or through the Submission Services, and do not guarantee that any User Materials have been submitted with the permission of the copyright or proprietary owner or are otherwise in compliance with these Terms of Use.

9) By submitting any User Materials on or through the Submission Services, you grant to the Association permission to use those User Materials as specified in these Terms of Use.

10) If you do not agree with the terms of the Governing Documents, you will not use the Submission Services.

User Materials

You retain all of your ownership rights in the User Materials that you submit through the Submission Services, and the Association is under no obligation to use your User Materials, to credit you for their use, or to maintain a copy of the User Materials. By uploading and/or sharing any User Materials, you hereby acknowledge that you have received good, valuable, and sufficient consideration for them, and grant the Association an irrevocable, perpetual, worldwide, royalty-free, and non-exclusive license to use, edit, reproduce, distribute, broadcast, advertise, promote, publicly display, create derivative works based upon and including, and/or otherwise use, at its option and in its sole discretion, the User Materials in connection with the Association's website, social media channels, advertising or promotional materials, or other products and services, in any language, format and media, now known or later devised, for the Association's business-related purposes. You also grant to the Association the irrevocable, perpetual, worldwide and royalty-free right to use, exhibit, reproduce, distribute and publicly display your name, approved likeness, voice and biographical information (if you have provided any of the above) in connection with the reproduction, display, distribution, public performance, transmission and/or broadcast of your User Materials, in any and all media now or hereafter known.

The Association does not endorse any User Materials that are shared/uploaded on the Submission Services or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with any such User Materials. User Materials that are found to violate the terms and conditions of the Governing Documents or that are being used for non-personal, commercial purposes, including but

not limited to links to any third-party websites, may be removed by the Association. If the Association exercises any such rights, the rights given to the Association to any User Materials already supplied to us shall survive termination.

Release

You hereby release and discharge the Association from any and all claims and demands arising out of or in connection with your use of the Submission Services and the Association's or its licensees' use of your User Materials, including without limitation any and all claims for libel, droit morale, infringement of intellectual property rights or invasion of privacy, and agree that the Association may combine, alter or modify, without limitation, the User Materials.

Indemnification

You agree to indemnify and hold harmless the Association and its respective officers, directors, employees, partners, and licensees from any and all claims, liabilities, costs, or expenses, including reasonable outside attorneys' fees, and any direct, indirect, incidental, special, consequential, or exemplary damages arising from (1) your breach of any representations and warranties found in the Governing Documents, (2) your improper or unauthorized use of the Submission Services, (3) the User Materials you submit on or through the Submission Services, or (4) the Association's publication, distribution, or use of such User Materials.

Rights to Change Submission Services

The Association reserves the right to change, terminate, or suspend the Submission Services or your access thereto, any features of the Submission Services, and any content or materials contained in the Submission Services, in any way, at any time and for any reason or no reason.

Waiver

The Association's failure or delay to enforce strict performance of any provision of the Governing Documents will not constitute a waiver of its right to subsequently enforce such a provision or any other provision.