



# Chrysler 300M Enthusiasts Club

www.300mclub.org



## TERMS OF SERVICE POLICY

### 1. Acceptance of Terms of Service and Amendments

Each time you use or cause access to this web site, you agree to be bound by these Terms of Service, as amended from time to time with or without notice to you. In addition, if you are using a particular service on this web site or accessed via this web site, you will be subject to any rules or guidelines applicable to those services, and they will be incorporated by reference within these Terms of Service. Please read the site's **Privacy policy**, which is incorporated within these Terms of Service as Item 16.

This Terms of Service Statement applies only to the Web site at <http://300mclub.org/index.php> and the associated Bulletin Board Forum web site at <http://300mclub.org/forums/index.php>. These web sites are owned and operated by the New 300 Enthusiasts Club, Inc. (DBA Chrysler 300M Enthusiasts Club), and should not be confused with any other Web site whether or not the words Chrysler, 300, or 300M appear as part of the domain name or branding. You are advised to check each page you visit on or from this site to determine whether you have moved onto a third party site.

### 2. Forum Usage

Chrysler Enthusiasts 300M Club is a community established for individuals who own or simply appreciate the Chrysler 300M and all other LH platform automobiles. The Club forum is a diverse group with Members and Guests from all over the world. Considering this diversity, and to make the Club an enjoyable place for our members, we have adopted the following simple guidelines.

- Vulgar language, images, and other offensive materials including, but not limited to, pornography, racist content or other intolerant material are not permitted. The Board of Directors and moderators shall be the sole judges of what shall be considered appropriate content. Links to websites with offensive content are included in this rule. We strive to maintain a family-friendly atmosphere.
- Discussion and healthy debate are encouraged; however flaming and other intentionally antagonistic posts are not acceptable. Our Members are all to be treated as members of a community. Members are expected to behave as one would in mixed company. Name-calling, intentional abuse or otherwise creating a hostile environment for other Members is forbidden. Personal attacks on other Members are strictly prohibited. Any postings that reflect contempt of the 300M Enthusiasts Club will not be tolerated. Constructive, non-personal criticism, suggestions, and civil discourse are permissible; personal attacks on the Club, its Members, Guests or Board of Directors are not.
- This Club is financed by the annual membership fees paid by our Members. The Members-only areas are provided exclusively for those who financially support this Club. Please do not repost information from the Members-only area to the public forums. The Buy/Sell/Trade area is provided for paid Members to post ads. Non-paid Guests may respond to threads, but they may not otherwise post in this area. No solicitation posts are allowed in other areas of the forum.
- Each Member or Guest is allowed one login account. Registering with multiple accounts is not allowed and may result in the removal of all accounts without notice. Creating an account using a false real name or a non-working e-mail address are also grounds for account deletion or banning of the Member or Guest.
- Posting of, or linking to, copyrighted or illegal material is not permitted. Fair use guidelines allow for short segments of articles to be quoted, but please provide a link to the original source when possible and do not post entire articles without permission of the copyright owner.



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- These guidelines cover most common situations, however the Board of Directors and Forum Moderators have the final say about what is acceptable and we reserve the right to take any actions we deem appropriate to maintain the spirit of the rules. If you have any questions or concerns, please address them privately to the Board of Directors, not in the open forum.
- "Flooding" is generally defined as bumping other threads out of view in order to increase your own visibility, or to decrease the visibility of another thread, and is not permitted. Flooding can take the form of cross-posting identical threads in different Message Boards, or multiple threads in any one Message Board with identical or nearly identical content. We reserve the right to move or delete any offending threads.
- An "**Internet troll**" or "**Forum Troll**" or "**Message Board Troll**" is a person who posts outrageous messages to bait people to answer. Forum Trolls sow discord on forums, inspires flaming rhetoric, is purposely provoking and pulling people into flaming discussion. Flaming discussions usually end with name calling and a flame war. This is not allowed on our site. Personal attacks are viewed independently of what prompts them, and anyone who attacks anyone else, regardless of whether or not that person is behaving like a troll, is subject to a warning or termination. Do not, under any circumstances, inflame the situation by replying to or attacking a troll.

Membership or participating as a Guest at this Club site or Club forum site is a privilege, not a right. As a private forum the Board of Directors has final say over what is acceptable. Generally the 1<sup>st</sup> offense will result in a warning, 2<sup>nd</sup> offense will result in a 10 day ban. Exceptions are made solely at the President's discretion.

### 3. Site Security

You are prohibited from violating, or attempting to violate, the security of this site. Any such violations may result in criminal and/or civil penalties against you. We will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the site include without limitation:

- Logging into or attempting to log into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain data, information or services not intended for you or your use;
- Attempting to probe, scan or test the vulnerability of any system or network;
- Tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures;
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or other computer programming routines or engines that could damage, disrupt or otherwise impair or interfere with a computer's functionality or the operation of the site;
- Engaging in any other conduct that could damage, disrupt or otherwise impair or interfere with a computer's functionality or the operation of the site.

### 4. Other Prohibited Activity.

In using this site, you must not:

- Post, send or otherwise transmit to or through the site any unlawful, infringing, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable language or material of any kind, any material that exploits children or is invasive of or in breach



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of another person's privacy or other rights or any material that Chrysler 300M Enthusiasts Club in its sole discretion does not wish posted or transmitted on the site;

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Upload or otherwise make available, files that contain images, software or other material protected by intellectual property laws, including without limitation copyright or trademark laws and rights of publicity and privacy unless you own or control the rights thereto or have received all necessary authorizations to do the same;
- Misrepresent your identity or affiliation in any way;
- Engage in deceptive online marketing;
- Violate any applicable laws or regulations; or
- Assist or permit any persons in engaging in any of the activities described above.
- Create spam emails, spam private messages or otherwise "spam" others associated with the Club or by using the Club's resources. Spam or Spamming refers to posting of irrelevant and unwanted advertising, whether by hand or by an automatic "spam-bot." Members are reminded that discussions are to remain non-commercial. Advertising is strictly prohibited.
- Posting of personal information, including phone numbers, email addresses or other addresses of any Member or Guest on our Message Board Forums or in the Club other than your own. Posting personal information belonging to anyone else is grounds for a warning or banning, and will be deleted from the boards as soon as it is detected.
- Thread jacking - While it's understood that in some cases a thread might go off-topic, abuse such as habitually turning a thread to a specific topic in order to promote an agenda or alternate topic is not tolerated and may result in comments being deleted, threads being closed down and/or banning of the offending Member or Guest.
- **Creating "Call Out" Threads** - Starting a thread for the purposes of starting an argument with another Member or Guest is not allowed. Creating threads of this nature may result in deletion of the thread, warning or banning of the offending Member or Guest.

## 5. User Submissions

You must exercise caution, good sense and sound judgment in using the site. You are responsible for any material you place on or transmit to or through the site. You agree, represent and warrant that any information you post to or transmit through the site is truthful, accurate, not misleading and offered in good faith, and that you have the right to post or transmit such information. Such information (including without limitation, data, text, software, graphics or any other materials whatsoever), whether publicly posted or privately transmitted, is your sole responsibility.

## 6. Copyrights

The material made available at this site is protected by copyright. No material from this site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the copyright owner. Modification of the materials or use of the materials for any other purpose is a violation of Chrysler 300M Enthusiasts Club's copyright and other intellectual proprietary rights. Permission for all other uses of materials contained herein, including reproducing and distributing multiple copies must be obtained from Chrysler 300M Enthusiasts Club in advance. Requests for such authorization should be sent via email to: [President@300mclub.org](mailto:President@300mclub.org). For purposes of this Agreement, the use of any such material on any other Web site or networked computer environment is prohibited. All design rights, databases and compilation and other intellectual property rights, in each case whether registered or unregistered, and related goodwill are proprietary to Chrysler 300M Enthusiasts Club.

In the event you download software from the site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are



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## 7. Trademarks

All trademarks, service marks, logos and trade names, whether registered or unregistered, are proprietary to Chrysler LLC or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

## 8. Links to Other Web Sites

As you view this site, you will notice links to other Web sites. These links are for convenience only. Certain of these linked Web sites may make use of proprietary intellectual property rights (such as trademarks, service marks, logos and trade names) under license from Chrysler LLC. Chrysler 300M Enthusiasts Club is not responsible for the availability or content of these sites or for any viruses or other damaging elements encountered in linking to a third party Web site. In addition, providing links to these sites should not be interpreted as endorsement or approval of the organizations sponsoring the sites or their products or services.

## 9. Termination

This agreement is effective until terminated by either party. You may terminate this agreement at any time by destroying all materials obtained from this site and all related documentation and all copies and installations thereof, whether made under the terms of this agreement or otherwise. This agreement will terminate immediately without notice from Chrysler 300M Enthusiasts Club if in Chrysler 300M Enthusiasts Club's sole discretion you fail to comply with any term or provision of this agreement. Upon termination, you must destroy all materials obtained from this site and all copies thereof, whether made under the terms of this agreement or otherwise. The provisions of this Terms of Service Statement concerning site security, prohibited activity, copyrights, trademarks, user submissions, disclaimer, limitation of liability, indemnity, governing law and jurisdiction shall survive any termination of this agreement.

## 10. Member Satisfaction

Since its inception, the Officers and Directors of this Club have had a stated goal of providing the best possible membership experience to all of our members. Unfortunately, it is impossible to make everyone happy all of the time. Instances may arise, from time to time, whether for personal reasons, or if a Member feels that the Club is no longer meeting his/her expectations, that the Member no longer wishes to be a Member of the Club. At any time, if a Member in good standing (i.e. current dues paid) decides that he/she no longer wants to be a Member of this Club, their membership may be deactivated and all dues paid for the current year (NOT pro-rated) will be refunded to the Member with no questions asked. Once such action is taken and dues payment is refunded, the action is non-reversible, so initiating this action should not be taken lightly. Cancellation of membership and refund of dues will be immediate by the approval of the President and will not require a vote of the Board of Directors.



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## 11. Disclaimer

The materials in this site are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Chrysler 300M Enthusiasts Club disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Chrysler 300M Enthusiasts Club does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. Chrysler 300M Enthusiasts Club does not make any representations or warranties regarding the use or the results of the use of the materials in this site in terms of their correctness, accuracy, reliability, or otherwise. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## 12. Limitation of Liability

To the extent permitted under applicable law, under no circumstances, including, but not limited to, negligence, shall Chrysler 300M Enthusiasts Club be liable for any compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if Chrysler 300M Enthusiasts Club or a Chrysler 300M Enthusiasts Club authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, and so to that extent the above limitation or exclusion may not apply to you. In no event shall Chrysler 300M Enthusiasts Club's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise) exceed the amount paid by you to Chrysler 300M Enthusiasts Club, if any, for using this site.

## 13. Indemnity

You agree to indemnify, defend and hold Chrysler 300M Enthusiasts Club, its affiliates and any of its and their directors, officers, and members harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of this agreement; and/or (ii) your activities in connection with this site.

## 14. Other

As used throughout this site, the term "Chrysler 300M Enthusiasts Club" and such terms as "the Club," "the Company," "the Corporation," "our," "we" and "us" may refer to one or more or all of Chrysler 300M Enthusiasts Clubs interests. All of these terms are used for convenience only and are not intended as a precise designation of any kind as related to Chrysler 300M Enthusiasts Club.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing.

## 15. Changes to Terms of Service Statement

Chrysler 300M Enthusiasts Club may revise this Terms of Service Statement at any time without notice. Although Chrysler 300M Enthusiasts Club will endeavor to highlight any changes to this Statement, you should revisit this document periodically to make sure you are aware of the most recent terms, because they will be binding on you. Your use of the site after such changes constitutes your agreement to such changes.

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## 16. Privacy Statement

Chrysler 300M Enthusiasts Club collects limited personal information from persons who choose to become paid Members of the club. This information is retained and stored in a secure database, accessible only by Directors and/or Officers of Chrysler 300M Enthusiasts Club. No personal information will ever be sold or otherwise knowingly transmitted by the Club to any commercial entity or other person or corporation not directly associated with Chrysler 300M Enthusiasts Club.

## 17. Adopted

The New 300 Enthusiasts Club, Inc. (DBA Chrysler 300M Enthusiasts Club) has adopted this document by majority vote by the Board of Directors on this day March 15<sup>th</sup> 2009.

Revisions dated 9/09 adopted September 8, 2009

### Board of Directors

Tim Steward – President  
Robert Day – Vice President  
Craig Campfield – Secretary  
Paulette Parong Waters – Treasurer  
Ken Eyler – Director  
Roger Waters – Director  
David Berg – Director  
John Benjamin – Director  
Don Scruggs – Director



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## 18. Revision History

All revisions after the date listed in item #17 are as follows.

<u>Date</u>	<u>Item #</u>	<u>Description</u>
9/09	Section 2 Bullet 2	Clarification on Personal Attacks
9/09	Section 2 Bullet 4	Clarification on Bogus accounts.
9/09	Section 2 Bullet 7	Added Flooding Policy
9/09	Section 2 Bullet 8	Added Trolling Policy
9/09	Section 4 Bullet 8	Added Spamming Policy
9/09	Section 4 Bullet 9	Added Personal Information Policy
9/09	Section 4 Bullet 10	Added Thread Jacking Policy
9/09	Section 4 Bullet 11	Added "Call Out" thread Policy
9/09	All Sections	Various grammar changes