

The Table Project
Terms of Use
Last revised on August 22, 2012

Welcome

Welcome to The Table, an online venue through which your organization and its members/employees can better fulfill its mission. Portions of our platform (the "Site") have been customized to permit members and guests of your organization to communicate

Introduction to Table Project Terms of Use

IMPORTANT - READ CAREFULLY: These "Terms of Use" (sometimes referred to as this "Agreement") constitute a legal agreement between you and the Table Project, a Minnesota 501(c)(3) organization ("Table Project", "The Table", "we", "our", or "us"). You are a customer ("Member") (or will become a Member if you agree to our Terms of Use by clicking below). The "Term" is the time during which you are entitled to use our website to create content on our site. If an individual purports, and has the legal authority, to sign these Terms of Use electronically on behalf of an employer or client, "you" refers to the employer or client. If not, "you" refers to the individual signing hereon. You are responsible for assuring that all the terms and conditions of this Agreement are complied with. By clicking the button to join the Table, you will be agreeing to the terms of this Agreement. Furthermore, by clicking that button, after typing in your username, or other indication of your identity, you do confirm to us that typing in such indication of identity constitutes your "signing" of this Agreement for all purposes under applicable law. Any individual clicking the button on behalf of another individual or entity, listed as the Member above, does hereby represent and warrant that such agreement is being made with full authority.

By accessing the Site, you signify that you have read, understand and agree to these terms and conditions ("Terms of Use"). You are legally bound by these Terms of Use, which is an agreement between you and The Table Project, Inc.

We reserve the right, at our sole discretion, to change the Terms of Use at any time without further notice. If we make changes, we will post the new Terms of Use on the Site and indicate at the top of this page the date on which these Terms of Use were last updated. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not access the Site. It is your responsibility to review these Terms of Use regularly.

Part I

(Applies to All Members of the Table Project)

Your Offerings

The Site allows you to share Information. For the purpose of these Terms of Use, "Information" means facts about you on the Site, including your actions, and anything you post on the Site. You own your Information. You may also control how your Information is shared on the Site by adjusting your settings. Your settings can be found by clicking on the "Menu" tab at the top of the page while you are on the Site.

You have intellectual property rights in some of your Information, such as photographs and videos. You agree to grant us a non-exclusive, transferable, sub-licensable, royalty-free,

worldwide license to use any of your Information. When your Information has been deleted from the Site, the license you grant us will terminate immediately.

We appreciate your feedback, but you agree we may use your suggestions without having any obligation to compensate you. You have no obligation to share your suggestions with us.

Your Privacy

We value your privacy. We encourage you to read our [Privacy Policy](#). It explains how you can use the Site to share information with others. It also describes how we may collect and use your Information.

Your Conduct

We grant you a non-exclusive, non-transferable, limited right to access, use, and display this Site, provided that you comply fully with these Terms of Use. To maintain the Site as a positive environment for users to share their Information, we need users to conduct themselves in a respectful way. Accordingly, you agree to not do any of the following:

- Post content that is hateful, harassing, intimidating, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- Facilitate or encourage any violations of these Terms of Use.
- Post unauthorized commercial communications (e.g., spam) on this Site.
- Use automated means (e.g., robots, spiders and scrapers) to collect users' content or information without our permission.
- Upload viruses or other malicious code.
- Solicit login information or access an account belonging to someone else.
- Use the Site to do anything unlawful, misleading, malicious, or discriminatory.
- Do anything that could disable, overburden, or impair the proper working of the Site (e.g., a denial of service attack).

Registration

You agree you will not provide any false personal information on the Site, or create an account for anyone other than yourself without permission. You also agree that you will keep your contact information accurate and up-to-date. You agree that you will not use your personal profile for your own commercial gain. You also agree you will not use the Site if you are a convicted sex offender.

You warrant that you will comply with all applicable laws, including, but not limited to, any laws concerning the collection, storage, processing and disclosure of personal information belonging to members.

You agree you will not use the Site if you are under the age of 13. Children under the age of 18 are permitted to visit the Site provided they adhere to all the conditions set forth in these Terms of Use and obtain parental consent. We will terminate any accounts created by people under the age of 13. If we believe you have permitted a child under age 13 to publish information or post content in violation of these Terms of Use, we reserve the right to delete the information and terminate your account and your access to the Site.

If you are under age 13, please do not attempt to register on the Site or provide any personal information about yourself to us. If we discover that a child under age 13 has provided us with personal information, we will use reasonable efforts to delete this information as quickly as possible. We reserve the right to delete the profile and terminate the account of any person we believe is under age 13 or of any person who permits a child under age 13 to publish information or post content under that person's access. If you believe that we might have any information from a child under age 13, please contact us at questions@tableproject.org. We strongly recommend that minors 13 years of age or older ask their parents for permission before sending any information about themselves to anyone over the Internet. We encourage parents to teach their children about safe Internet use practices.

You agree you will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account. You also agree you will not transfer your account to anyone.

Termination

If you violate these Terms of Use, we may cease providing all or part of the Site to you. You may also delete your account at any time. In all such cases, these Terms of Use shall terminate, but this section and the sections below will still apply.

Proprietary Rights

The content of the Site, including, without limitation, the text, software, scripts, graphics, pictures, photos, sounds, music, videos, organization, and interactive features, and the trademarks, service marks, and logos contained therein, are owned by or licensed by us, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. No right, title, or interest in any downloaded materials is transferred to you as a result of downloading.

You agree not to post content or take any action on the Site that infringes or violates someone else's rights or otherwise violates the law. We can remove any Information on the Site if we believe that it violates these Terms of Use.

If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

You agree that you will not use our copyrights or trademarks, or any confusingly similar marks, without our written permission.

The Site may contain links to websites owned and operated by third parties that we do not own or control. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites. We cannot and will not edit or censor content on third-party websites, and you expressly release us of any liability arising from your use of a third-party website. We do not endorse and do not make any representations or warranties about any website you may access through the Site. You should be aware of and read the terms and conditions and privacy policies of every website you visit.

If you have any questions regarding your intellectual property rights, contact us at questions@tableproject.org.

Addressing Disputes

You agree to file any claims arising out of or relating to these Terms of Use exclusively in a state or federal court located in Hennepin County, Minnesota. The laws of the State of Minnesota will govern these Terms of Use, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Hennepin County, Minnesota for the purpose of litigating all such claims. Nothing in these Terms of Use will prevent us from complying with the law.

IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO YOUR ACTIONS OR INFORMATION ON THE SITE, YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE LEGAL FEES AND COSTS) RELATED TO SUCH CLAIM.

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. THE SITE AND ALL CONTENT, DATA, MATERIALS AND DOCUMENTATION PROVIDED IN CONNECTION WITH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, THE TABLE PROJECT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE TABLE PROJECT DOES NOT WARRANT THAT THE SITE WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE OR VIRUS FREE. YOU AGREE THE TABLE PROJECT, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY (I) UNAUTHORIZED ACCESS TO OR USE OF THE TABLE PROJECT'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (II) ANY INTERRUPTIONS OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (IV) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OF USE OR THIS SITE WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

MEDIATION

The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or

any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

Others

These Terms of Use and the [Privacy Policy](#) are the entire and exclusive agreement between you and us with respect to your access and use of the Site. If any portion of these Terms of Use are found to be unenforceable, the remaining portion will remain in full force and effect.

If we fail to enforce any of these Terms of Use, it will not be considered a waiver. Any amendment to or waiver of these Terms of Use must be made in writing and signed by us.

You will not transfer any of your rights or obligations under this Statement to anyone else without our consent. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. These Terms of Use do not confer any third party beneficiary rights.

Part II

(Applies to Table Pro users and organizations)

Charges and Payments:

Our charges are posted on our Website and may be changed from time-to-time. Payments are due for the full month for which any part of the month is included in the "Term." Payments are due for any month on the same date, or the closest date in that month, to the date of the month you signed up with us and made your first monthly payment (the "Pay Date"). You may in the course of time add enough members such that it bumps you into a

higher price. In that event you will be charged the higher amount in the first month following that occurrence.

As long as you are a Member or have an outstanding balance with us, you agree to at all times provide us with valid credit card information and authorize us to deduct the monthly charges against such credit card and to replace the information for any credit card that expires with information on a different valid credit card. Any individual using a credit card represents and warrants that he or she is authorized to use such credit card and that any and all charges may be billed to such credit card and will not be rejected.

Refunds

We are required to provide a refund only if we terminate our Services to you without cause before the end of a month for which you have paid. There is no other circumstance in which you will be entitled to a refund from us. We may, at our sole discretion, offer refunds in other situations subject to any Member seeking such refund applying for the refund in accordance with the requirements we post on the website, which may be changed from time to time.

Term, Termination and Removal: Either party may terminate the Term of this Agreement at any time for any reason by providing Notice to the other party. We may suspend our Services to you at any time with or without cause. We will refund a pro rata portion of your monthly prepayment if we terminate you without cause. We will not refund and/or reimburse you in such manner, if there is cause. Once terminated, we may remove any of your data from our Website and any other storage. Additionally, if you do not log in to your account for 12 or more months, we may deem your account "inactive" and permanently delete your account and all data associated with it.

You agree:

1. The Table Project reserves the right to change our fees at any time by posting a new fee structure to our Website and/or sending you a notification of the change by email.
2. If a user violates any of the terms of this Agreement, we reserve the right to cancel accounts, or bar access to accounts, without refund.
3. If, for some reason, we are unable to process your credit card order, we will attempt to contact you by email and we will suspend usage of your account until your payment can be processed.
4. If you or at least one member of your organization do not log in to your account at least once for 12 months, your account (including all associated data, INCLUDING ALL MEMBERS AND ORGANIZATIONAL INFORMATION) may be deleted permanently from our system.