

Terms of Service

W4olb.org, Smoky Mountain Amateur Radio Club (SMARC)

Please read this Terms of Service agreement carefully before using any features of the website etskywarn.com before registering for an account on this site the user must accept the agreement and any enforcement of the agreement. The website w4olb.org will further be referred to as the “site”, and the Terms of Service will be referred to as the “TOS” or the “agreement”. You and your account will be referred to as “you” or the “user”. The server, site developer, host, and/or the site owner will be referred to as the “administrators”.

By accessing this site, you agree to and you are bound by the terms of this agreement. At the time of registration or updates to TOS, you may be asked to agree to these terms. If at any time you wish to retract any agreement, expressed or implied, you may delete your account or request your account be deleted, and it will be removed from the server within a reasonable time frame deemed by the host and/or site administrator.

Important Note: w4olb.org, and Smoky Mountain Amateur Radio Club is a non-profit (501c3) organization, however this site is provided by a private party. The information contained on this site is not solely owned by the administrators.

1. General

- A. **Site Utilization:** By using this site, you understand and agree that information contained on this site is not guaranteed for accuracy. Information on this site may be obtained and displayed from outside sources, links, and/or metadata. This site may contain content that is copyright protected material. By using this site, you agree to adhere to any applicable laws, and copyrights. Without explicit consent of the owner of such materials, you agree not to reproduce, modify, publish, or distribute any materials from this site in which you do not have ownership, or are authorized or legally permitted to publish or distribute. Furthermore, you agree that any submissions to the site, including but not limited to photos, personal information or any other information you provide cannot be guaranteed by the administrators not to be downloaded, shared or redistributed by other sources outside of the administrators control, and by completing any submission, you agree that administrators will have no liability, either civil or criminal, for the protection of these user submissions.
- B. **Site Content:** The administrators of this site, at their discretion, may make changes to this site, including upgrades, or updates that, if any, may add new or remove existing features currently offered on the site. These changes, if applicable, may affect your account, registration status, or any user content submissions. The administrators do

not guarantee that any submissions will be maintained, backed-up, or provided back to the original owner(s).

- C. **Compliance with Laws:** You agree as the user, to comply with all applicable laws including local, federal, or regional laws that may be applicable in your area. Should at any time the administrators, add or allow access to forums for user posting, you are solely responsible for any content you post. Although administrators reserve the right to moderate, alter, or remove any user posts, the administrators are not responsible for any content posted by users on this site.
- D. **Enforcement:** The administrators may at any time determine that a user's access should be removed or blocked. Any user that is determined to have violated any portion of this TOS, the administrators may execute their right to enforce the TOS by blocking a user, either temporarily or permanently, and the user understands that no appeal process is guaranteed or provided as a mediation to resolve such matters.
- E. **Data:** The user understands that the safety and security of this site is not guaranteed, and that third party data, links, or content may be used. When using these links, the user may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as explicit language, or contain objectionable materials, including malware or viruses. The user agrees the administrators are not liable, do not control, and do not moderate outside links or data sources.
- F. **Communication:** By accepting this agreement, the user consents to receive communication deemed relevant, necessary, and/or of importance as deemed by the administrators. The user may have communication elections as an option during the registration process, but the user understands and agrees by registering for an account, the user will receive occasional important notices regarding crucial information, updates or upcoming changes to the site.
- G. **Safety:** The purpose of this site is for informational purposes only. The user understands and agrees not to use information from this site for decision making purposes with consideration of life or property. This site is not a public emergency management system. Email alerts are not guaranteed to be timely and are not adequate for emergency notifications. The email alerts generated are not guaranteed to be applicable or exclusive to the area the user selects during registration.
- H. **Accuracy:** Although the administrators will make every effort for only accurate and efficient information to be provided through this site and email alerts, the user understands and accepts the administrators do not guarantee the content provided is either accurate or timely.
- I. **Privacy:** The administrators do agree to make every effort possible, within reasonable expectation, to protect your account, data, and any other submissions, but the user agrees that administrators are not liable for any breach and/or loss of data.

Relationship and Agreement

By registering your account, the user agrees to the relationship between the site and the agreement as described above in this Terms of Service, and that this agreement shall be applicable for the duration of the site and/or user's account. The user agrees that the TOS may be modified at any time, and once posted to the site, the user is subject to such modifications without additional written or electronic consent. Furthermore, by agreeing to the TOS, the user understands that every situation that may arise has not been identified in the TOS, and the administrators may make discretionary decisions to terminate the agreement of any user at any time with or without cause.