



GrantStation Terms of Use

Please read this Agreement carefully before you place an order and/or activate Membership(s).

GrantStation.com, Inc. ("we," "us" or "GrantStation") is pleased to serve you under the terms of this GrantStation Terms of Use Agreement ("Agreement").

Your placement of an order, and/or activation as a member with GrantStation.com evidences your consent to be bound by this agreement, which is a contract between you and GrantStation.com. The terms of this agreement are set out below, may be amended from time to time, and include our privacy policy. If you do not intend to be bound by the terms of this agreement, do not use our site or online services.

Under this Agreement, GrantStation makes available on-line grant seeking information and services to registered Members ("you", "your" or "member"). By clicking on the "Accept" button, you agree to be bound by terms and conditions of this Agreement,- including but not limited to your agreement to conduct this transaction electronically, to disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Alaska law. "You" are the person or entity using the Online Services or described in the order/activation form. If you are not making this Agreement on your own behalf, you warrant that you are legally authorized to enter into the Agreement on behalf of the entity described in the order/activation form and that your actions will legally bind that entity.

1. GRANT OF LICENSE. GrantStation.com, Inc. owns a comprehensive database of grant making sources including other copyrighted, proprietary, or trade secret materials ("Online Services"). In accordance with this Agreement, we grant you a non-exclusive, non-transferable, terminable license to use our Online Services. The term "use" means access to, transmission to or from, or any exchange of information or communication in connection with or arising from the Online Service.

This license permits the Members to access the Online Services at the Member's personal computer(s). The Online Services may not be used by anyone other than the Member. Member's use of the Online Services includes the right to print out portions of the Online Services in hard copy form for use by the Member.

You may not access the Online Services at additional offices or sites unless expressly authorized by GrantStation in writing. Under no circumstance may you transfer, sell or provide access to the Online Services to any another entity. Other restrictions that apply to the Online Services are set out in Section 3 below.

2. MEMBERSHIP AND PAYMENT INFORMATION. All sales are final unless expressly authorized by GrantStation in writing. You agree to pay us for membership to the Online Services, payable before activation of password(s) enabling access to the Online Services. When purchasing multiple memberships, you must abide by the terms of sale noted in the Memorandum of Agreement for multiple memberships.

You agree to provide us with accurate and complete order/activation information and advise us promptly of any changes in the accuracy of that information.

3. RESTRICTIONS.

- A. You may not rent, lease or otherwise transfer the Online Services (Membership) except as provided in section 5 below.
- B. One GrantStation Membership is good for one person's use. If multiple users are required, you must purchase additional Memberships. Discounted rates are offered for multiple purchases. Please contact info@GrantStation.com for more information.
- C. As part of your Membership you will receive the weekly e-newsletter, the *GrantStation Insider*. This e-newsletter is for your use only and should not be distributed without prior consent from GrantStation. GrantStation offers a no-cost distribution program if you are interested in distributing the e-newsletter to your e-list. Please contact info@GrantStation.com for more information.
- D. If you offer a public Resource Center or you are a public or private Library please contact GrantStation for permission to use GrantStation as a public resource. GrantStation offers IP access for public use but you must contact GrantStation to get a copy of the IP access usage agreement, and to activate your IP address(es). There is a charge for this library service.
- E. You agree that you will not (a) use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained herein without our prior written permission; (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Online Services; (c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or (d) reverse engineer, reverse assemble or otherwise attempt to discover any source code.
- F. Much of the information contained in our Online Services is updated on a real time basis and is proprietary or is licensed to us by others. You agree that you will not, nor permit anyone else to, copy, reproduce, alter, modify, create derivative works, or publicly display any content from our Online Services without our prior written permission, or that of the appropriate third party. You may not alter or modify the copyright notices and any other proprietary legends that appear on the Online Services. You also agree not to access our Online Services by any means other than through the interface that is provided by us.

4. TECHNICAL SUPPORT. You are automatically registered for technical support via telephone or electronic mail for the duration of your membership.

5. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. You may not assign or otherwise transfer its rights without the written consent of GrantStation. Members may transfer their membership to another person with the consent of GrantStation. Contact info@GrantStation.com for further details on how to accomplish a transfer.

6. TERMINATION OR CANCELLATION. This Agreement may be terminated or cancelled by either party, with or without cause at any time, by providing 30 days' written notice to the other party. This Agreement is only binding for the duration of the membership, except that sections 3, 10, 11, 12, 13, 14, 18, and 19 of this Agreement shall survive termination. Notwithstanding termination (or cancellation), you will still be liable for payment of any amounts due or other obligations incurred before termination or cancellation, whether the Agreement is ended by you or by us. We may also suspend, cancel or terminate your membership; block your use of the Online Services; or direct you to cease using the Online Services, if we believe in good faith that you or a related person has breached or may breach this Agreement

7. AGREEMENT TO CONDUCT TRANSACTIONS ELECTRONICALLY. You agree that all of your transactions with or through the Online Services may, at our option, be conducted electronically. You also agree that we may provide all agreements, disclosures and notices electronically, including any that we are otherwise required to provide in "writing." We will provide these in screen text or deliver a copy to the email address that you provide to us at time of order/activation. If you do not wish to deal with us electronically, you should not enter into this Agreement.

8. RECORD RETENTION. You agree to print (or copy) and retain agreements or disclosures that we are required to deliver to you in writing. To the extent required by law, we instruct you to retain a copy in your legal records. You may make a paper copy by pressing the "print" button on your browser; you may make an electronic copy by selecting the "save file" option in your browser. If you cannot do either, you may email us at info@GrantStation.com or write us at GrantStation.com, Inc., 3677 College Road, Suite 11B, Fairbanks, AK 99709 and we will send a copy. As a customer service, we may attempt to locate data for you if we still have it when you ask for it, but we do not assume any duty to retain or produce data and we reserve the right to charge a retrieval fee. We grant you a revocable, limited license to print copies of this Agreement for the purpose of documenting your transactions;

9. INFRINGEMENT OF OUR RIGHTS OR THE RIGHTS OF OTHERS. Our Online Services are protected by intellectual property laws and you agree to respect them; any rights not expressly granted herein are reserved. See our Legal Notices for more information about our trademarks and copyrights. All rights not expressly granted to you are reserved. As for intellectual property rights of others, anyone who believes that their work has been reproduced in a way that constitutes copyright infringement, may provide a Notice to our Copyright Agent (click on "Notice" to see the requirements - clicking will take you Legal Notices).

10. NO WARRANTIES; AS IS. You agree that our online services and any other service that we now or hereafter provide, are provided "as is" and "with all faults," and the entire risk as to the quality, accuracy and performance of the online services and any is with you. We do not make any express warranties and except for duties of good faith, we disclaim all warranties and duties of any kind, implied or statutory, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose and any duties of workmanlike effort or lack of negligence. Without limitation, you agree that we and our affiliates or agents do not make any warranties or undertake any duties regarding the following:

- Availability of the online services at any particular time, timeliness of services or accuracy or currency of any online services content or of newsletters
- Functionality
- Accuracy of processing
- Lack of viruses.

Also, there is no warranty of title or against interference with your enjoyment of any experience or of the online services, or against infringement.

11. NO INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER DAMAGES. To the full extent allowed by law, you agree that neither we nor any of our affiliates or agents will be liable to you and/or any other person for any consequential or incidental damages (including but not limited to lost profits, loss of privacy or for failure to meet any duty including but not limited to any duty of good faith, lack of negligence or of workmanlike effort) or any other indirect, special, or punitive damages whatsoever that arise out of or are related to the online services or to any breach of this agreement, even if we have been advised of the possibility of such damages and even in the event of fault, tort (including negligence) or strict or product liability.

12. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY. You agree that your sole remedy for any breach of this Agreement by us or any of our affiliates or agents shall be, at our option, (1) substitution or replacement of all or part of the Online Services that gives rise to damages incurred by you in reasonable reliance on us; or (2) refund of the amount that you paid for the Online Services in an amount that does not exceed the damages incurred by you in reasonable reliance on us. You agree that the damage exclusions in the Agreement and this limitation of liability shall apply even if any remedy fails of its essential purpose.

13. LINKED SITES. Our Online Services may contain links to sites of third parties. While their services might be helpful to you, they are independent businesses and we do not control or endorse them. You agree to visit them and use their services at your own risk.

14. NO PAYMENT FOR SUBMISSION OF IDEAS; LICENSE BACK. We do not pay or provide other consideration for your feedback, suggestions or ideas (collectively "Comments") except as expressly stated on the Online Services. If you desire payment or other consideration, do not submit your Comment. You agree that any Comments shall be our property, that none of the Comments shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Comments. You grant us a royalty-free, irrevocable, unrestricted, nonexclusive worldwide license for all possible rights and all possible media now known or later developed, to use, modify, copy, sublicense, transmit, publicly perform or display the Comments for any purpose, commercial or otherwise, without compensation to anyone.

15. AMENDMENTS; COMPLETE AGREEMENT. You agree that we may from time to time amend or add to the terms and conditions of this Agreement ("Amendments"), including without limitation, Amendments that add membership fees or change payment methods or requirements. When practical, we will endeavor to give you prior notice of Amendments. When such notice might expose us or others to harm, we reserve the right to provide notice after the Amendment. All Amendments will be effective 10 days after notice unless an earlier time is specified by us. Except as to your use of the Online Services before the effective date of an Amendment, any use of our Online Services after that date shall be your consent to the amended terms. If you do not want to be bound by an Amendment, you will need to terminate your membership and refrain from using the Online Services after that date. This Agreement and any Amendments, your order/activation, and the disclosures provided by us and the consents provided by you on the Site, constitute the entire agreement between you and us and supersedes any prior written or oral agreements between the parties. No changes proposed by you or us will be effective unless and until they appear in this Agreement or in the Amendments as posted by us in the Legal Notices section of our Site. No other Amendments will be valid unless they are in a paper writing signed by us and by you.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. ALASKA LAW GOVERNS; EXCLUSIVE ALASKA JURISDICTION. This Agreement, the performance of the Online Services provided by or in any manner relating to us, and all other matters that relate in any way to the Online Services shall be governed by the laws of the State of Alaska without regard to its conflict of law provisions. Any disputes arising under or related in any way to this Agreement or the Online Services shall be litigated, arbitrated or otherwise heard in the appropriate forum in Alaska. The parties hereto hereby consent to jurisdiction over them in any state or federal court sitting in Alaska, and hereby waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Alaska law.

Unless otherwise specified, the materials in our Online Services are presented solely for the purpose of promoting materials available in the United States and its territories, possessions, and protectorates. The Online Services are controlled and operated by GrantStation from its offices within Alaska, United States of America. We make no representation that the Online Services are appropriate or available in other locations. Those who choose to access the Online Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

19. NOTICES. All notices required by or allowed under this Agreement, including notices of problems and/or inaccuracies in the Online Services, should be addressed to GrantStation.com, Inc., 3677 College Road, Suite 11B, Fairbanks, AK 99709; 907.458.7277 (fax). If applicable law requires that we accept email notices, then

you may send us email notice at info@GrantStation.com. With respect to our notices to you, we may provide notice of Amendments by posting them in the "GrantStation Insider" under GrantStation Announcements and you agree to check that e-newsletter for changes. Instead, or in addition, we may give notice by sending email to the email address you provide during order/activation. Notice shall be deemed given 24 hours after it is posted or an email is sent, unless (as to email) the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided during order/activation. In such case, notice shall be deemed given 3 days after the date of mailing.

LEGAL NOTICES

Copyright and Trademark Notices

All contents of the Online Services are: Copyright © 2000-2011 GrantStation and/or its suppliers, GrantStation.com, Inc., 3677 College Road, Suite 11B, Fairbanks, AK 99709; U.S.A. All rights reserved. GrantStation is our registered trademark. The names of actual companies and products mentioned in the Online Services may be the trademarks of their respective owners.

Notice to Copyright Agent

GrantStation respects the intellectual property rights of others and requests that you do the same. Anyone who believes that their work has been reproduced in the Online Services in a way that constitutes copyright infringement may provide a notice to the designated Copyright Agent for the Online Services containing the following:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit GrantStation to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A representation that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright infringement claims and notices (but not other notices) should be sent to the attention of Cynthia M. Adams, President/CEO, in the following manner:

- by mail: GrantStation, 3677 College Road, Suite 11B, Fairbanks, AK 99709
- by phone: (Toll Free) 1-877-784-7268
- by fax: 1-815-301-8188
- by email: info@GrantStation.com

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