



## **Message Board Rules of Conduct**

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Welcome to the NYCC Message Board. The sole purpose of this Message Board is to foster dialog among those who share a love for cycling, whether they are NYCC members or not. Visitors are invited to express their thoughts and opinions, ask questions and share information, as long as it is cycling related.

The views and opinions expressed on the Message Board do not necessarily represent those of the NYCC. However, the content of this Message Board reflects upon the NYCC. Here are a few rules we've put in place to make your experience more enjoyable and meaningful. By the use of the NYCC Message Board you agree to the rules and conditions posted below. If you do not agree to these terms, you are not permitted to access or use the Message Board.

The Message Board is offered as a public forum and is an opportunity to discuss cycling and related topics. In addition to abiding by the Terms and Conditions of the entire web site, we ask that you give special attention to the following Message Board Rules of Conduct (“Rules”) when participating in the discussions.

### **Your Responsibility**

You acknowledge, represent and agree that your use of the Message Board is entirely at your own risk. NYCC has no duty or obligation to prescreen content and does not review postings for accuracy or compliance with applicable laws. The Message Board is operated using a “hands off” policy for content, although NYCC may remove content that violates these Rules. You assume all risk and are solely responsible for the content of the messages you post and any consequences that flow from such posting(s). NYCC will not be liable for any errors or omissions in any postings or for any loss or damages incurred as a result of the use of any information contained in the Message Board. NYCC makes no guarantee and gives no warranty of any kind whatsoever (whether express or implied) in relation to your use of the Message Board or any use by any third parties and NYCC shall not be liable for any loss or damage (whether direct, indirect, consequential, financial or otherwise) arising from the use of (or in connection with) the Message Board. NYCC and its designees will have the right in their sole discretion to refuse, remove, or move any content that is available via the Message Board. NYCC reserves the right in its sole discretion to refuse access to the Message Board to any user for any reason, including without limitation, any reason that violates these Rules. Without limiting the foregoing, NYCC and its designees will have the right to remove any content that violates these Rules or that NYCC considers, in its sole discretion, objectionable, whether for legal or for other reasons.

By posting content to the Message Board you (1) represent and warrant that you have all necessary permission to post or transmit content; and (2) grant to NYCC and any persons using the Message Board a worldwide, nonexclusive, perpetual, fully sub-licensable, royalty-free right and license to use, reproduce and display such content in whole or part.

You further acknowledge, represent and agree that you will not use the Message Board in any way to:

- (a) post, disseminate, or transmit any content that is unlawful, harassing, discriminatory, defamatory, abusive, threatening, obscene, harmful, libelous, or invasive of your own or another's privacy;
- (b) post, disseminate, or transmit any content that infringes or violates any party's copyright, trademark, trade secret, patent, or other proprietary right, including, but not limited to using third-party materials without appropriate permission, and using or distributing third-party information (whether or not protected as a trade secret) in violation of a duty of confidentiality;
- (c) post, disseminate, or transmit any worms, viruses, or other harmful, disruptive, or destructive files, code, or programs;
- (d) post, disseminate, or transmit any unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of unsolicited mass email;
- (e) use multiple user accounts to post on the Message Board. Choose an identity and stick with it. Any duplicate accounts discovered by the webmaster will be blocked from posting without notice.
- (f) impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses; or otherwise manipulate identifiers to disguise the origin of any information transmitted through the Web Site;
- (g) post, disseminate, or transmit any information you do not have the right to post, disseminate, or transmit;
- (h) interfere with, disrupt, or harm in any way the Web Site or servers or networks connected to the Web Site;
- (i) collect or store personal data about other Users, or otherwise; engage in any activities that would violate the personal privacy rights of others,
- (j) use the Message Board for any illegal purpose, in violation of any applicable laws or regulations.

Any posts that contain profanity, personal attacks or that contain content deemed offensive or in poor taste by the NYCC Message Board Moderators, will be removed.

### **Safety**

Any information disclosed on the Message Board can become public information. For your own safety you should not disclose personal information such as your email address, home address or telephone number (or any information which would identify you indirectly) on the Message Board.

### **Ride Postings on Message Board**

Notices for informal rides may be posted. However, in order to be considered an official NYCC ride, a ride listing must be submitted to a Ride Coordinator and approved prior to the ride. For information concerning the submission of an official NYCC ride, see the “Submit a Ride” feature within nyc.org. NYCC, its directors, officers, volunteers and members shall not be liable for any loss or damage (whether direct, indirect, consequential, financial or otherwise) arising from any informal rides posted on the Message Board. NYCC further disclaims any and all liability, makes no guarantee and gives no warranty of any kind whatsoever (whether express or implied) in relation to any informal rides posted on the Message Board that have not been submitted to and approved by a Ride Coordinator.

### **Report Violations**

If you believe that a post or topic is in violation of these rules or any applicable law, or are offended by any post or topic please alert a moderator by sending an email to [webmaster@nyc.org](mailto:webmaster@nyc.org). Please do not use this facility if you simply disagree with what has been posted; if this is the case post a reply stating your opposing opinion. When doing so do not make any personal attacks. If you disagree with another posting, state your case without attacking or insulting others, and treat others with respect.

### **Severability**

If any of these terms are determined to be illegal, invalid, or otherwise unenforceable by reason of any applicable law, then to the extent permitted such illegal, invalid or unenforceable term (s) shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

### **Changes and Modifications**

NYCC may from time to time, modify these Rules at its sole discretion and will post any such changes on the Web Site. You acknowledge, represent and agree that NYCC may make changes at its sole discretion and by your continued use of the Message Board following the posting of these changes constitutes your acceptance of any such changes. NYCC may also make changes to the Message Board from time to time, with or without notice, including the right to terminate the Message Board and all (or any of) its messages for any reason; determine (in its absolute discretion) if any message or discussion is in violation of these Rules, and edit or remove any content that it considers does so; prohibit and/or ban the posting of messages by any individual at any time if they should violate these rules, or for any other reasonable cause.

### **Storage/Deletion of Information**

You agree that NYCC may establish, in its sole discretion and without prior notice to you, a maximum amount of storage space for information maintained, disseminated, or transmitted through the Message Board. You agree that NYCC has no responsibility or liability for the deletion of or failure to store any messages, communications, or other content maintained, disseminated, or transmitted through the Message Board.

### **Third Party Contacts**

Your dealings with any third parties found on or through the Message Board are solely between you and the third party. NYCC makes no representations or warranties with respect to any

information, items or services that may be obtained from such third parties, and you agree that NYCC will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party.

The Message Board is a place for bicycle enthusiasts to share information, not for commercial solicitations. However, individuals may post items for sale, offers for training services, or privately (nonprofessional) organized bike tours. If someone is trying to sell a service, product or irrelevant point of view, it should be deleted. This includes unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of unsolicited mass email.

### **Indemnification**

You agree to indemnify and hold harmless NYCC, its directors, officers, volunteers, members, and any third-party vendor providing software services, from and against any and all liability, losses, claims, demands, disputes, damages, and costs of any kind, including, without limitation, reasonable attorneys' fees and costs of litigation resulting from or in any way connected with your use of the Message Board; Content you submit, post, or transmit through the Message Board; your breach of these rules; and your connection to the Message Board.

Participation on the NYCC Message Board is a privilege. The NYCC reserves the right to revoke this privilege for individuals who fail to engage in appropriate and respectful behavior on this forum. Actions taken by the Moderators are final and may occur without notification or explanation.