

Terms of Service and Acceptance of Terms ("Terms of Use")

This is a binding agreement between you and the Automotive Dismantlers and Recyclers Association, Inc. ("Company"). By using the website located at www.a-r-a.org (the "Site") or any services provided in connection with the Site (the "Service"), you agree to be bound by and to abide by these Terms of Use, as they may be amended by Company from time to time in its sole discretion. Amended Terms of Use are effective upon being posted. Company will post a notice on the Site any time these Terms of Use have been materially changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

Privacy Policy

Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company's current Privacy Policy can be found by clicking on the privacy policy link at the bottom of the ARA website. Company's Privacy Policy is expressly incorporated into this Agreement by this reference.

Site Access

Company hereby grants you permission to use the Site or Service as set forth in this Terms of Use, provided that: (i) your use of the Site or Service as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Site in any medium without Company's prior written authorization; (iii) you will not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use. When you are required to open an account to use or access the Site or Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately of any unauthorized use of your account, user name, or password. Company shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

You represent and warrant that (i) you are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting country", and (ii) you are not listed on any United States government list of prohibited or restricted parties.

User Content

The Site or Service may now or in the future permit the submission of videos, materials, content or other communications submitted by you and other users ("User Content") and the hosting, sharing, and/or publishing of such User Content. You understand that whether or not such User Content is published, Company does not guarantee any confidentiality with respect to any submissions. You shall be solely responsible for your own User Content and the consequences of posting or publishing them. You grant Company a license to use the materials you post to the Site or Service. By posting, displaying, performing, transmitting, or otherwise distributing information or other content User Content to the Site or Service, you are granting Company, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the business of Company, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat, and create derivative works from User Content. You will not be compensated for any User Content. You agree that Company may publish or otherwise disclose your name in connection with your User Content. By posting User Content on the Site, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

Compliance with Intellectual Property Laws

When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, trade secret, or other intellectual property or proprietary rights (collectively, "Intellectual Property"). You agree to abide by laws regarding ownership and use of Intellectual Property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Company policy to respond to any reasonable claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Site or Service, You must submit your notice in writing and include in your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys fees) for misrepresenting that any Content is infringing your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work. Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.

Your address, telephone number, and email address.

A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

A statement by you, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owners behalf. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Inappropriate Content

You shall not make the following types of Content available on the Site. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

Use of Communication Services

The Site may contain bulletin board services, blogs, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable communication with the public at large or with a group ("Communication Services"). You agree to use the Communication Services only to post, send and receive messages and materials that are appropriate for the Communication Services. By way of example, and not as a limitation, you agree that when using the Communication Services you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.

- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Company has no obligation to monitor the Communication Services. However, Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Company does not control or endorse the content, messages or information found in any Communication and, therefore, specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Company spokespersons, and their views do not necessarily reflect those of Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Alleged Violations

Company reserves the right to terminate your use of the Service and/or the Site at any time. To ensure that Company provides a high quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

NO WARRANTIES

COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR ANY EMPLOYEE OR REPRESENTATIVE OF COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED IN THESE TERMS OF USE.

LIMITED LIABILITY

COMPANY'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISING OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

IN THE EVENT APPLICABLE LAW DOES NOT ALLOW EXCLUSIONS OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS OF A STATUTORY RIGHT< SOME OR ALL OF THE EXCLUSIONS MAY NOT APPLY TO YOU AND, IN SUCH CASE, THE EXCLUSIONS AND LIMITATIOND SET FORTH IN THIS TERMS OF USE SHALL APPLY TO THE GREATEST EXTENT ALLOWABLE UNDER APPLICABLE LAW.

Affiliated Sites

Company has no control over, and no liability for any third party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site ("Affiliated Sites"). Because neither Company nor the Site has control over the content and performance of these Affiliated Sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

Prohibited Uses

Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including,

without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

Indemnity

You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any Intellectual Property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

Company's Proprietary Rights; Limited License

All contents of the Site, including the text, graphics, logos, icons, screens and configurations, software, trademarks, and trade dress (collectively, "Company Content"), is the property of Company or its licensors and is protected by U.S. and international Intellectual Property laws. You do not acquire any ownership rights in or to Company Content by using, printing, downloading or copying any Company Content or using this Site. Any use of Company Content or this Site other than for the express services provided, including but not limited to copying, reproducing, modifying, distributing, transmitting, replicating or public exhibition is strictly prohibited.

Governing Law and Venue

These Terms of Use shall be construed in accordance with and governed by the laws of the United States of America and the Commonwealth of Virginia, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state court in Prince William County, Virginia or, in the case of a federal action, the Federal Court in the Eastern District of Virginia in all disputes arising out of or related to the use of the Site or Service.

If you are an European Union consumer, you will benefit from any mandatory provisions that apply in the event that the applicable law stated above is not permitted to apply.

Severability; Waiver

If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms of Use shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Trademarks; No License

All Company logos, trademarks and service marks and other logos and product and service names are trademarks of the Company (the "Company Marks"). Nothing contained on the Site should be understood as granting you a license to use any of the Company Marks, or the marks of any third party. Without Company's prior written permission, you agree not to display or use in any manner any of the Company Marks or the marks of any third party on this Site.

Modifications

Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

Statute of Limitations

You agree that regardless of any statute or law providing a longer period, any claim arising out of or related to use of the Service or Site or the Terms of Use must be filed within one (1) year after such claim arises or be forever banned

Contact Us

If you have any questions about these Terms of Service, You can contact us by sending us an email: staff@a-r-a.org or by phone at 571-208-0428