

You are about to accept membership in the Constitution First Amendment Press Association (CFAPA). These Terms of Use relate to your use of the CFAPA web site (www.CFAPA.org—henceforth the “Site” and your acceptance and use of CFAPA Press Credentials—one of our key services.)

Your use of the Site and the CFAPA services are governed by the following terms and conditions (the “Terms of Use”). You must read and accept all these Terms of Use. It is recommended that you read through these Terms of Use carefully as your acceptance of these Terms of Use (by clicking the “I Accept” box below) constitutes a legally binding agreement between you and CFAPA.

1. General

1.1 Interpretation

1.1.1 In these Terms of Use, the following terms and expressions shall, except where the context otherwise requires, have the following meanings:

“CFAPA Member(s)” means anyone who voluntarily accepts or otherwise gains press credentials from CFAPA. Members are volunteers and not employees of CFAPA.

“CFAPA Service” means the services provided by CFAPA through the Site that facilitate the gathering and publication or broadcast of news, in any medium.

“CFAPA Press Credentials” or “Press Credentials” or “Credentials” means any printed or electronic document that includes “CFAPA” or “CFAPA.org”

“Third Party” or “Third Parties” means any other individual or entity, other than CFAPA and a Member.

“End User(s)” means the readers and consumers of news products.

1.2 Using CFAPA Service, Site, and Credentials.

1.2.1 You may not use the CFAPA Service or the Site, or Credentials if you are under the age of 18, insane, mentally incompetent, or if you are otherwise not able to make legally binding contracts.

1.2.2 CFAPA does not guarantee the accuracy or truth of the information provided by Members and/or the services they purport to offer. CFAPA is not responsible for any omissions or inaccuracies contained in the news reports or other media produced by Members.

1.2.3 If you are registering with CFAPA as a business entity, then you represent that you have the authority to legally bind that entity.

1.2.4 Your CFAPA press credentials are a gift from CFAPA and have no cash or barter value and cannot be bought, sold or transferred. Because they have no cash value, the loss or cancellation of CFAPA press credentials does not constitute grounds for any civil or criminal action.

1.2.5 Your use of CFAPA press credentials is voluntary and **they may be revoked at any time for any reason** by CFAPA, with no remedy or recourse whatsoever.

1.3 Technical Support

1.3.1 You may [contact CFAPA](#) if you encounter any technical problem with the Site or the CFAPA Service.

1.4 Restrictions on Use

1.4.1 While using the Site, you will not:

1.4.1.1 upload, save, share, print or otherwise process any inappropriate, offensive, blasphemous,

defamatory or illegal content, documents or items or any that infringe any intellectual property right;

1.4.1.2 infringe any third party intellectual property rights;

1.4.1.3 breach any part of these Terms of Use;

1.4.1.4 distribute viruses or any other technologies that may harm CFAPA, or the interests or property of CFAPA members or users;

1.4.1.5 copy, modify, adapt, alter or distribute CFAPA's intellectual property, including its copyrighted works or trade marks, or any other content from the Site; or

1.4.1.6 send unsolicited messages to other Members, Third Parties, and end users.

1.5 Liability

1.5.1 You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you upload to the Site.

1.5.2 CFAPA is not a party to business conducted between Members and Third Parties, and/or End Users. For the avoidance of doubt, CFAPA is in no way associated with, or liable for the actions of Members using the Service.

1.5.3 CFAPA has no control over and does not guarantee the quality or accuracy of the services offered by Members. CFAPA will in no way be liable for any failure by a Member to provide a service as advertised.

1.5.3 CFAPA has no control over and does not hold any liability for libel or slander by Members.

1.5.7 If you become aware or suspicious of the activities of a Member or are lied or misrepresented to in any way, we ask that you notify CFAPA immediately by contacting us using this [contact form](#). Your communication will be treated in the strictest confidence.

1.5.8 CFAPA cannot guarantee continuous or secure access to the Site or the CFAPA services. The operation of the Site and/or the CFAPA services may be interrupted or interfered with by numerous factors outside of CFAPA's control. CFAPA will use its reasonable endeavors to ensure there is uninterrupted access, but cannot guarantee this and no promises or warranties (whether express or implied) are given regarding the availability of the Site or the CFAPA services. There will also be occasions where scheduled maintenance is required to the CFAPA Service or Site.

1.5.9 CFAPA and any of its Associated Members, affiliates, officers, directors, agents or employees shall not be liable to you in contract, tort or otherwise for any business loss (including loss of data, profits, revenue, business, opportunity, goodwill or reputation), business interruption, costs incurred or any other loss or damage suffered, whether or not foreseeable, arising out of your use of the Site or the CFAPA Service.

1.6 Disputes

1.6.1 Where a dispute arises between a Member and Third Party or End User, CFAPA should be informed of this immediately via e-mail using this [contact form](#).

1.7 Site Maintenance

1.7.1 The CFAPA Service and the Site are intended to be always on and available 24 hours a day, 365 days a year.

1.7.2 However, there will be occasions where scheduled maintenance is necessary. Where this is the case, the CFAPA Service or Site may not be available, or only have limited availability.

1.7.3 Scheduled maintenance normally takes place between 1a.m. and 7a.m. PST every Sunday. CFAPA will use its reasonable endeavors to publish any changes to scheduled maintenance on the Site at least 72 hours in advance.

1.7.4 In exceptional circumstances scheduled maintenance may take longer than 2 hours or unscheduled maintenance may be required to take place outside of the hours listed at paragraph 1.7.3 or before 72 hours notice can be given. CFAPA will use its reasonable endeavors to prevent this from happening and to give as much notice to you where this is required.

1.7.5 CFAPA does not accept liability arising from the CFAPA Service or Site not being available at any time, for any reason.

1.8 Indemnity

1.8.1 You agree to hold CFAPA harmless and indemnify CFAPA and its Associated Members, affiliates, officers, agents, employees, advertisers or partners from and against any third party or End User claim arising out of or in any way related to your use of the CFAPA Service, Credentials, or violation of the Terms of Use including any liability or expense arising from all claims, losses, damages (actual and consequential), litigation costs and attorney's fees and any other costs.

1.9 Access and Interference

1.9.1 You agree that you will not use any robot, spider, scraper or any other automated means to access the Site for any purpose.

1.9.2 You agree not to:

1.9.2.1 do anything that imposes or creates an unreasonably large load or generates repeated demands on the Site or the CFAPA service;

1.9.2.2 interfere or attempt to interfere with the proper working of the Site; or

1.9.2.3 bypass our automatic exclusion headers or other measures we may use to prevent or restrict access to the Site.

1.10 Privacy

1.10.1 CFAPA keeps no records on its Members whatsoever. Membership is entirely voluntary and anonymous.

1.11 Force Majeure

1.11.1 We will not be liable or responsible for any failure or delay in the performance of any of our obligations under the Terms of Use caused by a Force Majeure Event or where the Force Majeure Event impacts any third party service providers over whom we have no control (including Members, third party service providers, data center or network providers).

1.11.2 A Force Majeure Event includes but is not limited to any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

1.11.2.1 strikes, lock-outs or other industrial action;

1.11.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

1.11.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

1.11.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

1.11.2.5 impossibility of the use of public or private telecommunications networks;

1.11.2.6 the acts, decrees, legislation, regulations or restrictions of any government; and/or

1.11.2.7 failures by third party service providers over whom CFAPA has no control.

1.11.3 The Site and the CFAPA Service will be deemed to be suspended for the period that the Force Majeure Event continues, and CFAPA will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under this License may be performed despite the Force Majeure Event.

1.12 No Agency

1.12.1 No agency, partnership, joint venture, employer and employee or franchisor and franchisee relationships is intended or created by these Terms of Use.

1.13 Notices

1.13.1 All notices given by you to us must be given to CFAPA using this [contact form](#). We may give notice to any member by name via e-mail or via posting to a Banned List.

1.14 Waiver

1.14.1 If we fail at any time to insist upon strict performance of any of your obligations under the Terms of

Use, or if we fail to exercise any of the rights or remedies to which we are entitled under the Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

1.14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

1.14.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing or via public notice.

1.15 Severability

1.15.1 If any of the terms of the Terms of Use are determined by any competent legal authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

1.16 Third Party Rights

1.16.1 Except as may be expressly set out in these Terms of Use, a person who is not a party to these Terms of Use has no rights to enforce any term of these Terms of Use.

1.17 Entire Agreement

1.17.1 The Terms of Use and any other documents or policies referred to therein, including but not limited to the Privacy Policy constitutes the entire agreement and understanding between CFAPA and you.

1.18 Member's Own Terms and Conditions

1.18.1 When using any services from a Member, you may be subject to a Member's Own Terms and conditions. These may vary, so it is important that Third Parties reads the Members's Own terms and conditions carefully. The Member's Own Terms and conditions will govern the relationship between the Member and Third Parties. CFAPA is not responsible for the content or nature of the relationship between any Member and Third Parties.

1.18.2 The articles and videos on the Site **may** be published, broadcast, rewritten, or redistributed, but only in accordance with the terms specified by the Own Terms of individual journalist Members.

1.19 Amendments

1.19.1 We may amend the Terms of Use at any time. Where an amendment is to take place, a notice will be published on the Site. Please visit this page regularly to check for updates.

1.20 Governing Law

1.20.1 these Terms of Use shall be governed by and in accordance with the laws of the State of Idaho.

1.20.2 You agree to submit to the exclusive jurisdiction of Idaho courts in the event of any dispute relating to or arising out of these Terms of Use, including its formation, validity, binding effect, interpretation, performance, breach, or termination.

2.Members

2.1 Free Service

2.1.1 There is no fee or charge for you to join CFAPA and there are no ongoing subscription fees.

2.1.2 Your CFAPA press credentials are a gift from CFAPA and have no cash or barter value and cannot be bought, sold or transferred. Because they have no cash value, the loss or cancellation of CFAPA press credentials does not constitute grounds for any civil or criminal action.

2.1.3 All donations to support the CFAPA are voluntary, not tax-deductible, and non-refundable.

2.1.4 CFAPA accepts the following forms of payment for donations: PayPal – to

james@rawles.to

and cash, checks, Forever U.S. postage stamps, or silver coins, mailed to:

Robert Henry Rawles
P.O. Box 303
Moyie Springs, Idaho 83845

2.2 Inappropriate Material

2.2.1 You must not use the CFAPA Service or your Credentials to procure, congregate, upload, store, share, print or send any material that is inappropriate, offensive, blasphemous, libelous, or illegal in the United States or in the country where you are accessing the Site.

2.3.2 If you are found to be in breach of paragraph 2.2.1, CFAPA will immediately place you on the Banned List and reserves the right to inform the relevant authorities.

2.5.2 CFAPA may at any time and for any reason, including a breach of the Terms of Use, terminate your membership.

3.1 Member Obligations

3.1.1 Upon joining CFAPA as a Member, you agree to:

3.1.1.1 Comply with the terms of the Constitutional Journalist's Pledge.

3.1.1.2 Comply with these Terms and Conditions

3.1.1.3 Destroy your press credentials, if ordered to by CFAPA in writing, or via posting of you name (or pseudonym) on the Banned List.

3.2 Non-Liability

3.2.1 CFAPA is in no way liable for the actions of any Member. CFAPA is not a party to the transaction between Members, Third Parties, and End Users.

3.2.2 The articles and videos, on the Site **may** be published, broadcast, rewritten, or redistributed, but only in accordance with the terms specified by the Own Terms of individual journalists.

3.2.3 CFAPA will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or part thereof or for any damages arising from any of the foregoing.

3.3 Termination

3.3.1 You may discontinue your use of the CFAPA Service at any time, without notice.

3.3.2 If you are terminated from membership by CFAPA for any reason, then **you agree to immediately destroy your CFAPA press credentials and cease mention/publishing any association with CFAPA.** Failure to do so will be considered grounds for civil suit for damages and any legal costs.

I Accept These Terms
(Continue, to Completing and Printing Credentials)

I Do Not Accept These Terms
(Exit the Site, to The Corporate World)
