

Website Terms of Use

Last Modified: January 16, 2017

Acceptance of the Terms of Use

Welcome to the website for Forms, LLC ("**Company**," "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of www.501va.com, including any content, functionality, and services offered on or through www.501va.com (the "**Website**"), whether as a guest or as a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By accepting these Terms of Use and using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <http://www.501va.com/files/TermsOfConditions.pdf> and <http://www.501va.com/files/PrivacyPolicy.pdf>, incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you may not access or use the Website.

This Website is offered and available only to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. Access to password protected and/or secure areas of the Website is restricted to users who are employed by or are an authorized representative of a charitable gaming organization duly licensed to conduct charitable gaming operations in the Commonwealth of Virginia (a "Qualified Organization"), who have registered and been granted permission by the Company to access restricted areas of the Website ("Authorized User"). By using this Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you cannot access or use the Website.

Your access and use of the Website is subject to all applicable international, federal, state, and local laws and regulations.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. We will provide authorized Users notice of any change(s) to these Terms of Use, and your continued use of the Website after receiving notice of such change(s) constitutes your acknowledgement of and agreement to be bound by the most current version of these Terms of Use. Without limiting the foregoing, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including Authorized Users.

You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide in order to register with this Website or otherwise, including but not limited to information you provide through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier—whether chosen by you or provided by us—at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof) (“Materials”), are owned by the Company, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for authorized purposes only. You must not use, copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, upload, post, store, or transmit any of the Materials, except as follows:

- a. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- b. You may store files that are automatically cached by your Web browser for display enhancement purposes.
- c. You may print or download one copy of a reasonable number of pages of the Website for your own internal use and not for further reproduction, publication, or distribution.

You may not:

- a. Modify copies of any Materials from this site.
- b. Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- c. Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- d. Access or use, for any commercial purposes, any part of the Website or any services or materials available through the Website.

If you wish to make any use of Materials on the Website other than that set out in this section, please address your request to: info@501va.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the term “501 Services, Inc.”, the Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- a. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- c. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," or "spam," or any other similar solicitation.
- d. To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- e. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.
- f. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- g. Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- h. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

- i. Use any device, software, or routine that interferes with the proper working of the Website.
- j. Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- k. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- l. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- m. Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. Company does not warrant the accuracy, completeness, or usefulness of this information on the Website. By merely providing access to the Website, Company does not warrant or represent that: (a) the content on the Website is up-to-date or current; (b) Company has any obligation to update the Website; (c) the Website is free from technical inaccuracies or typographical errors; (d) the Website does not infringe on the intellectual property rights of any third party; or (e) your access to the Web Site will be free from interruptions, errors, computer viruses, or other harmful components. Your use of the Website and the services offered therein are subject to federal law or the law of the state where we maintains your Account, or, if we transfer your Account to another location, where we currently maintain your Account (“Applicable Law”). Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All use of the Website's hosted software and other services via the Internet are governed by Company's Software as a Service Agreement

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions and Availability

The owner of the Website is based in the Commonwealth of Virginia in the United States. We provide this Website for use only by persons located in the Commonwealth of Virginia. We make no claims that the Website or any of its content is accessible or appropriate outside of the Commonwealth of Virginia. Information that Company publishes in the Website may contain references or cross-references to products, programs, or services of Company that are not necessarily announced or available in your area. Such references do not mean that Company will announce any of those products, programs, or services in your area at any time in the future. You should contact Company for information regarding the products, programs, and services that may be available to you, if any. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER

PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE; OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, NOR AVAILABILITY OF THE WEBSITE; OR ANY INFORMATION, TEXT, GRAPHICS, LINKS, OR OTHER MATERIALS CONTAINED WITHIN THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE, OR SUCH OTHER WEBSITES.

COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL

DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States sitting in Richmond, Virginia, or the courts of the Commonwealth of Virginia. You waive any and all objections to the exercise of personal jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition, and any failure of the Company to assert a right or provision

under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, Terms of Sale, and your Software as a Service Agreement, as applicable, constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Forms, LLC, at 237 East German School Rd Richmond, VA 23224. All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@501va.com

Thank you for visiting the Website.