

Terms of Service

Last Modified: March 25, 2025

1. Acceptance of the Terms of Service

These Terms of Service (“**Terms of Service**”) are entered into by and between you and Indy Chamber, LLC, an Indiana limited liability company (the “**Chamber**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents incorporated herein by reference, govern your access to and use of <https://indychamber.com> (“**Website**”), including any content, functionality, and services offered on or through the Website, whether as a guest, member, or other registered user.

Please read the Terms of Service carefully before you start to use the Website. By clicking “accept” or “agree” to the Terms of Service when this option is made available to you and by accessing and using the Website, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at [<https://indychamber.com/privacypolicy>] which is incorporated herein by reference (“**Privacy Policy**”). If you do not agree with these Terms of Service or the Privacy Policy, you are prohibited from using or accessing this site.

The Website is intended to be offered and available to users who are 18 years of age or older and reside in the United States. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Chamber and meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. Changes to the Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to Section 14 will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Accessing and Using the Website

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion 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 user access, including member or registered user access, to some parts of the Website or the entire Website.

You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these terms of Service 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 to register with this Website or otherwise, including, but not limited to, 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 username, 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 username, 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 if, in our opinion, you have violated any provision of these Terms of Service.

4. User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, business listings, and other interactive features, including facilitating communications and advertisements between users of the Website by distributing newsletters (collectively, “**Interactive Services**”), which allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website.

All User Contributions must comply with the Content Standards set forth herein.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose, unless otherwise set forth in your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Chamber, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Any and all User Contributions and the use of Interactive Services must in their entirety comply with all applicable federal, state, local, international laws and regulations, and without limiting the foregoing, must not (collectively, the “**Content Standards**”):

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

5. 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) are owned by the Chamber, its licensors, or other providers of such material and are protected by copyright, trademark, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM storage incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

You must not:

- Modify copies of any materials from this Website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.
- Access or use any part of the Website or any services or materials made available through the Website for any commercial purpose.
- Modify, decompile, or reverse engineer any content or materials on or made available through the Website.

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 Service, your right to use the Website will stop 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 Chamber. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

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

6. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Service, and all you agree that you shall not use the Website for any other purpose, including, without limitation, you agree not to use the Website or do:

- 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 US or other countries).
- To send, knowingly receive, post, or use any material that does not comply with the Content Standards set forth herein.

- 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.
- To impersonate or attempt to impersonate the Chamber, a Chamber employee, another user, or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing).
- 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 Chamber or users of the Website, or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- In conjunction with 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.
- By any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- In conjunction with any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful to the Chamber, the Website, Website users, or others.
- 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.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

7. Enforcement and Termination

We have the right, in our sole discretion, to take appropriate legal actions, including, without limitation, referring any illegal or unauthorized use of the Website to law enforcement, and terminating or suspending your access to all or part of the Website for any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or any court order requesting or directing us to disclose the identity or other information of anyone using the Website. YOU WAIVE AND HOLD HARMLESS THE CHAMBER AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN

BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE CHAMBER OR LAW ENFORCEMENT AUTHORITIES.

8. Reliance on Information

The information presented on or through the Website is made available solely for general information purposes. We do not represent or warrant the accuracy, completeness, or usefulness of such information. 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.

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

This Website [may include/includes] content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Chamber, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Chamber. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

9. 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 Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, 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 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 CHAMBER NOR ANY PERSON ASSOCIATED WITH THE CHAMBER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE CHAMBER NOR ANYONE ASSOCIATED WITH THE CHAMBER 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.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE CHAMBER 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 THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE CHAMBER, 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, INCLUDING 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, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

11. 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, including any links contained in advertisements and sponsored links. We have no control over the contents of such third-party sites or resource 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 that may be linked to this Website from time to time, you do so entirely at your own risk and subject to the terms and conditions of use for such other websites.

12. Geographic Restrictions

The owner of the Website is based in the State of Indiana in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. 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.

13. Indemnification

You agree to defend, indemnify, and hold harmless the Chamber, 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 Service or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Website.

14. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Service, 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 State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Indiana, in each case located in the City of Indianapolis and Marion County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Limitations on Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE 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.

16. Waiver and Severability

No waiver by the Chamber of any term or condition set out in these Terms of Service 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 Chamber to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service 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 Service will continue in full force and effect.

17. Entire Agreement

These Terms of Service, and our Privacy Policy, constitute the sole and entire agreement between you and the Chamber regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

18. Your Comments and Questions

This Website is operated by Indy Chamber, LLC, which is located at 111 Monument Cir., #2200, Indianapolis, IN 46204.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: memberservices@indychamber.com.