

Hadeland Lag of America, Inc. Member's Notice of Intent to Publish

The Hadeland Lag of America, Inc. ("HLA") is a 501(c)3 organization incorporated in the state of Minnesota. One of its core missions is to assist its members in their efforts to research and report on their family's genealogy and history. To that end, the Lag makes a number of unique and valuable databases available online.

Information found in the unprotected portions of the website are free for both members of the lag and the public to use, subject to the accepted standards and practices for citing of sources.

Information found in the Limited Access Archive is provided by the Lag and with the permission of other organizations and individuals for the express purpose of assisting members in their genealogical pursuits. If information supplied by HLA is to be published, a request must be submitted to the Board of Directors prior to publication as outlined in HLA's terms of use.

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Publisher _____ Is this a profit making projrct? Yes No

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Please explain what data will be included and how it will be used (attach additional sheets or draft publication):

HADELAND LAG OF AMERICA WEBSITE

TERMS OF USE AGREEMENT

Approved by the Board of Directors of the Hadeland Lag of America, Inc. January 2010

The Hadeland Lag of America ("HLA") presents the Content contained on the HLA Website www.hadelandlag.org ("HLA Website") for the purpose of educating the public about the culture and heritage of Gran, Jevnaker and Lunner *kommuner* (municipalities) in Innlandet and Viken *Fylker* (counties), Norway and providing Members research tools and Databases for researching family history.

An Individual becomes a Member of the HLA by submission of the application form and payment of dues in accordance with the by-laws of the organization. The application form and an on-line dues payment facility are available on the HLA website. All visitors to the HLA website are subject to the following Terms and Conditions. By using the HLA Website and/or Databases, visitors agree to be bound by the Terms and Conditions set forth below.

I. DEFINITIONS

1. Content – refers to and means the words, images, video and other media which are displayed on the HLA Website and Databases.
2. Databases – refers to and means the data accumulated, recorded and/or compiled by the HLA related to individuals who have immigrated to the United States and Canada from the Hadeland area of Oppland *Fylke*, Norway, or the descendents of such individuals, which has been organized and made available on the website.
3. Individual or Individuals – refers to and means any person or people who use the HLA Website for any purpose.
4. Member or Members – refers to and means any Individual who has paid the required membership dues to the HLA and has received the benefits awarded to Individuals who pay membership dues.
5. Not-for-Profit Entity – means and refers to any business, organization or any employee of any business or organization which does not distribute its surplus funds or earnings to owners, partners or shareholders, but only uses the surplus funds or earnings to advance the business's or organization's goals and purposes.
6. User – means and refers to any individual who accesses the HLA Website for any purpose.

II. CONTENT

1. The Content of the HLA Website is the exclusive property of the HLA or has been licensed by the HLA.

2. The HLA will, at times, publish Content on the HLA Website and or on the Databases which is authored, or contributed, by a non-employee or volunteer of the HLA. The HLA shall credit the non-employee or volunteer author for the work in a manner that the HLA determines best achieves the purposes and goals of the HLA. The Content published on the HLA website may include inaccuracies, typographical errors, or other misprints. The HLA does not warrant the accuracy of any of the Content, and provides all Content "As Is."

3. All Content on the HLA Website and in the Databases is updated as Content is received.

4. The HLA reserves the right to remove or modify any Content from the HLA Website or Databases, for any purpose.

5. The HLA does not warrant the Content of the HLA Website or Database will be available at all times.

III. THE LIMITED ACCESS ARCHIVE

1. The HLA operates online-accessible Databases which contain genealogical information related to people from the Hadeland area of Norway and their descendants.

2. Access to the Limited Access Archive is granted by the HLA only to Members in good standing of the HLA.

3. A Member who wishes to access the Limited Access Archive will be granted a user-identification and a password which is unique to each Member. A Member's user-identification and password will remain valid so long as the Member remains in good standing with the HLA.

4. A Member shall not provide the Member's user-identification or password to any person who resides outside the residential household. A Member shall not allow any person outside the residential household access to the Limited Access Archive for any purpose.

5. A Member shall only use the Content contained in the Limited Access Archive, including the Kontaktforum Emigrant Database (ISSN 2151-223X) for the Member's own family history research.

6. A Member shall only download, save, store or print Content from the Limited Access Archive which is directly related to the Member's own family history research.

7. A Member shall not download, save, store or print the entire Kontaktforum Database (ISSN 2151-223X).

IV. LICENSE

1. Any Individual who provides Content to the HLA grants the HLA a non-exclusive, royalty-free license to use, publish, distribute in any manner and permit authorized Users or Members to use the Content.

2. The Individual grants to the HLA the right to modify the Content provided by the Individual to achieve the purposes and goals of the HLA.

3. The Individual warrants all Content provided to the HLA is not in violation of the United States Copyright laws as provided in 17 U.S.C. §101 et seq.

4. The Individual agrees to defend, indemnify and hold harmless the HLA, its employees, directors, officers, and agents against any claim which may be brought against any of them regarding the Content the Individual provided to the HLA. The Individual shall be responsible for his/her own legal fees related to any claim regarding the Content the Individual provided.

V. COPYRIGHTED CONTENT

1. The User agrees that he/she shall not publish any Content from the HLA Website without receiving prior written approval from the HLA Board of Directors. The HLA Board of Directors reserves the right to deny any request for publication for any purpose.

2. If such Content is to be published by a User, the User shall first submit a "Notification of Intent to Publish." The "Notification of Intent to Publish" must be approved in writing by the HLA prior to such time as a User publishes the Content.

3. Any Content published in any medium must provide a conspicuous notification adjacent to the Content crediting the HLA. Any Content published on a website must, in a conspicuous manner, credit the HLA for providing the Content and provide the HLA Website link adjacent to the Content.

4. If any Content from the HLA Website or Databases is intended for use from which a profit could be made by the User or a third-party, the Member or User shall first submit a "Notification of Intent to Publish" and a statement indicating why the User requires the Content for potential profit-making purposes to the HLA Board of Directors prior to publishing any Content from the HLA Website or Databases. The HLA Board of Directors reserves the right to request a draft of the work in which the Content will be incorporated, prior to the User receiving written approval. The HLA Board of Directors reserves the right to deny any request for publication for any purpose, or require a separate Use agreement that includes specific stipulations and may include a payment schedule for use of the HLA Content. If a User receives written approval from the HLA Board of Directors permitting the User the right to publish the Content on any medium, the User must provide a conspicuous notification adjacent to the Content crediting the HLA.

5. Users who seek approval to publish Content from the HLA Website should know that the HLA typically only authorizes Members or Users who are Individuals and Not-for-Profit Entities to use the Content in and on the HLA Website and Databases for re-publishing purposes. Such Individuals and Not-for-Profit Entities are typically only authorized to re-publish the Content from the HLA Website and Databases for uses which advance the goals and purposes of the HLA.

VI. BREACH OF CONTRACT

1. In the event a User fails to abide by the terms of this Agreement, or otherwise breaches this Agreement, the HLA shall have the right to terminate this Agreement.

2. In the event a Member fails to abide by the terms of this Agreement or otherwise breaches this Agreement, the HLA reserves the right to seek an injunction against the Member prohibiting the Member from accessing the HLA Website and Databases and from using any Content from the HLA

Website and Databases. The HLA further reserves the right to deactivate the Member's username and password.

3. The HLA reserves the right to prohibit a Member from renewing membership should the Member fail to abide by the terms of this Agreement.

4. The HLA reserves the right to seek relief against a Member for violations of the United States Copyright laws according to 17 U.S.C. §101 et seq.

5. Termination of this Agreement pursuant to the terms and conditions contained herein shall be without prejudice to the HLA's other rights and remedies at law or in equity.

6. The rights stated above in the event of a breach of this Agreement are in addition to all other rights of the HLA in law and in equity, and are expressly reserved.

VII. CONSTRUCTION

1. This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota.

VIII. JURISDICTION

1. Users and Members consent to the personal jurisdiction and venue of the courts of the state of Minnesota and of the United States Court for the District of Minnesota, and further consent to any processes or notice of motion or other application to the Court or a Judge which may be served outside the state of Minnesota by registered certified mail or by personal service, provided a reasonable time for appearance is allowed.

IX. SEVERABILITY

1. If any provision or any portion of any provision of this Agreement shall be construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision which is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect.

2. If any provision or any portion of any provision of this Agreement shall be construed to be contradictory to any portion or provision in a related agreement or a counterpart to this Agreement, this Agreement shall control.

