



**THREE RIVERS**  
**BUSINESS ALLIANCE**  
Pittsburgh/Greater Allegheny's  
LGBT+ Chamber of Commerce

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## **TERMS OF USE**

Welcome to the web site (“Web Site”) of Three Rivers Business Alliance (“3RBA”). 3RBA provides you this Web Site and the features thereon subject to the following Terms of Use (“Terms”). Please read these Terms carefully.

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### **Effective Date**

These Terms were last updated on February 28, 2021.

### **Agreement and Acceptance of Terms**

By accessing, visiting, browsing, shopping on, or otherwise using this Web Site, you agree to be bound by and accept the Terms, Privacy Policy (posted separately), and all disclaimers and Terms that appear elsewhere on this Web Site. If you do not agree to the Terms, Privacy Policy, and all other disclaimers and Terms that appear in this Web Site, then you should not use and/or immediately discontinue your use of this Web Site.

## **Privacy**

Your use of this Web Site is subject to the Privacy Policy which is posted separately and referred to and incorporated herein by reference. Please review the Privacy Policy to understand our practices.

## **Consent to Electronic Communications**

When you use this Web Site, send e-mail messages to us, complete the “Contact Us” form or post messages on the Web Site’s Blog, you are communicating electronically with 3RBA. You consent to receive communications electronically from 3RBA. 3RBA will communicate with you by e-mail message or by posting notices on this Web Site. You agree that all agreements, notices, disclosures, and other communications that 3RBA provides to you electronically satisfy any legal requirement that such communications be in writing.

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### **Security**

Users of this Web Site are prohibited from violating or attempting to violate the security of this Web Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) using this Web Site for unintended purposes or trying to change the behavior of the site; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to the site, overloading, "flooding," "spamming," "mail-bombing" or "crashing;" (f) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or (g) forging

communications on behalf of this Web Site (impersonating this Web Site) or to this Web Site (impersonating as a legitimate user). Sending unsolicited and unauthorized e-mail on behalf of 3RBA, including promotions and/or advertising of products or services, is expressly prohibited. Violations of system or network security may result in civil or criminal liability.

You agree not to use any device, software or routine or data to interfere or attempt to interfere with the proper working of this Web Site or any activity being conducted on this Web Site. You agree, further, not to use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Web Site other than the search engine and search agents provided by 3RBA or generally publicly available browsers.

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### **Descriptions**

3RBA attempts to be as accurate as possible. However, 3RBA does not warrant that the descriptions of products and services or other Content of this Web Site are accurate, complete,

reliable, current, or error-free. Nor does 3RBA guarantee that the color you see matches the product color, as the display of the color depends, in part, upon the monitor you are using.

### **Links to Third-Party Web Sites**

This Web Site contains links to other sites operated by third-parties (“Third-Party Sites”). These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose.

3RBA is not responsible for examining or evaluating any Third-Party Site or its content. Nor does 3RBA warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third-Party Site or its content or any products, services or other offerings made in any Third-Party Site. A link to a Third-Party Site on this Web Site does not constitute sponsorship, endorsement, approval or responsibility for any Third-Party Site or its content. 3RBA makes no representation or warranty as to any products or services offered on any Third-Party Site, and 3RBA assumes no responsibility or liability for the actions, products, services and/or content of any Third-Party Site.

The Terms of use and privacy policy of any Third-Party Site may differ substantially from the Terms and Privacy Policy that apply to your use of this Web Site. Please review the Terms of use for all Third-Party Sites for more information about the terms and Terms that apply to your use of Third-Party Sites.

### **Pricing**

The prices, offers, events, donation requests and other information contained in this Web Site are subject to change without notice. Errors will be corrected where discovered, and 3RBA reserves the right to revoke any stated price, offers, events, donation requests and other information, and to correct any errors, inaccuracies or omissions including after an order or donation has been submitted and whether or not the order or donation has been confirmed and your credit card charged. If your credit card has already been charged and your order or donation is cancelled, 3RBA will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

Please note that these Terms apply only to the services, offers, events and donation requests of the 3RBA. Your purchases from Third-Party Sites are subject to and govern by those sites’ policies and practices.

### **Payment and Order/Donation Process**

Currently, 3RBA accepts Visa®, MasterCard®, American Express® and Discover® Card. Credit or debit cards are charged at the time that you apply for membership, submit an order or make a donation through this Web Site.

After you apply for membership, submit an order or make a donation, 3RBA will check the information that you provide for validity, by verifying your method of payment and/or other requested information. 3RBA reserves the right to reject or limit any application, order or donation, without giving you any reason. If 3RBA rejects your application, order or donation, we will attempt to notify you using the e-mail address you have given us with your application or donation. Your credit or debit card will normally not be charged if 3RBA rejects your application, order, or donation, but we will process a refund if the charge has been made against your credit card.

Your receipt of an electronic or other form of order confirmation does not signify 3RBA acceptance of your application, order or donation; nor does it constitute confirmation by 3RBA of your membership, order or donation. 3RBA reserves the right at any time after receipt of your application, order, or donation to accept or decline your membership, order or donation for any reason.

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3RBA does not provide services to or sell products for children; nor does the 3RBA accept donations from children. Rather, 3RBA offers services and products to and accepts donations from adults, who can use a credit card or other permitted payment method. If you are under the age of eighteen (18) years old, you may use this Web Site only with involvement of a parent or guardian. 3RBA reserves the right to refuse service, terminate accounts, remove, or edit content, or cancel orders in their sole discretion.

### **Termination**

3RBA may, in its sole discretion, terminate your use of this Web Site at any time. You are personally liable for any orders or donations that you place or charges that you incur prior to termination. 3RBA reserves the right to change, suspend or discontinue all or any aspects of this Web Site, its Content and/or the products, services and other offers set forth in this Web Site at any time without prior notice.

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The disclaimer of warranties and limitation of damages set forth in these Terms are fundamental elements of the basis of the bargain between 3RBA and you. By using this Web Site, you acknowledge and agree that 3RBA has an interest in limiting the liability of itself and its Associates. You further agree that you will not bring any claim against 3RBA and/or its Associates with respect to any damages or losses you suffer in connection with this Web Site and

that the limitations of warranties, liability and damages set forth in these Terms will protect both 3RBA and its Associates and any and all of their successors and assigns.

By using this Web Site, you acknowledge and agree that the exclusions and limitations of warranties, liability and damages set forth in these Terms are reasonable. If you do not think they are reasonable, you must not use and/or immediately discontinue your use of this Web Site.

### **Available Remedies**

3RBA reserves the right to seek all remedies available at law and in equity for violations of these Terms, including but not limited to the right to block access from a particular Internet address to this Web Site and/or any of its features.

### **Fraud Protection and Compliance**

3RBA reserves the right to investigate complaints or reported violations of these Terms and to take any action we deem appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties. We may disclose any information, including personally identifiable information, which we deem necessary, in our sole discretion, to comply with any applicable law, regulation, legal process or governmental request. Also, we may exchange information, including personally identifiable information, with other companies and organizations for credit fraud protection and risk reduction.

### **Applicable Law**

This Web Site is created, operated, and controlled by 3RBA in the Commonwealth of Pennsylvania, United States of America. By using this Web Site, you agree that the laws of Pennsylvania shall govern the validity, performance, and enforcement of these Terms and any dispute of any sort that might arise between you and 3RBA, without giving effect to any conflict of laws, principles or any other rule or regulation that would result in the application of the law of any other state or country.

### **Jurisdiction and Venue of Disputes**

Any dispute relating in any way to your visit to this Web Site or to products or services sold or distributed by 3RBA or through this Web Site shall be adjudicated exclusively in any state or federal court in Allegheny County, Pennsylvania, and you consent to exclusive jurisdiction and venue of such courts.

### **Non-Assignment**

These Terms are not assignable or transferable and may not be sub-licensed by you without 3RBA's prior written consent. 3RBA may assign this Agreement in whole or in part. No agency, partnership, joint venture, or employment relationship is created by these Terms.

## **Site Policies, Modification and Severability**

Please review our other policies, such as our Privacy Policy, posted separately on this Web Site. These policies also govern your visit to this Web Site.

We reserve the right to make changes to this Web Site, these Terms, the Privacy Policy, and other site policies at any time. Each time you use this Web Site, you should visit and review the then current Terms, Privacy Policy and other site policies that apply to your use of this Web Site and any transactions made while on this Web Site.

If any term, clause, or provision of these Terms shall be determined by a court of competent jurisdiction to be void, invalid or unenforceable under applicable law or for any other reason, then only that term, clause, or provision as is determined to be void, invalid or unenforceable shall be stricken from these Terms or modified to make it no longer void, invalid or unenforceable. Further, such void, invalid or unenforceable term, clause or provision shall not affect the enforceability of the other terms, clauses or provisions of these Terms, and these Terms shall remain in full force and effect in all other respects.

## **Notice and Procedure for Making Claims of Copyright Infringement**

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide 3RBA's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying 3RBA that your copyrighted material has been infringed.

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an e-mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The designated agent of 3RBA to receive notifications of claimed infringement can be reached as follows:

**Mail:**

Three Rivers Business Alliance  
c/o Secretary  
1735 E. Carson Street #403  
Pittsburgh, PA 15203

**E-mail:** info@3RBA.com

**Telephone:** (412) 346-4161

For additional information regarding this procedure, please reference the Digital Millennium Copyright Act (DMCA), 17 U.S.C. §512. 3RBA provides the above contact information for purposes of the DMCA only and reserves the right to respond only to correspondence that is relevant to this purpose.

**Owner and Operator**

3RBA is the owner and operator of this Web Site. References to "3RBA" herein refer to Three Rivers Business Alliance and/or its respective affiliates, subsidiaries, designees, and assignees as deemed appropriate by 3RBA.

The on-line address for this Web Site is <http://www.3RBA.com>. The mailing address for 3RBA is 1735 E. Carson Street #403, Pittsburgh, PA 15203, and its telephone number is (412) 346-4161.

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