

**Interim Designation of Agent to Receive Notification
of Claimed Infringement**

Full Legal Name of Service Provider: The Salvation Army

Alternative Name(s) of Service Provider (including all names under which the service provider is doing business): _____

Address of Service Provider: 440 West Nyack Road, West Nyack, NY 10994

Name of Agent Designated to Receive Notification of Claimed Infringement: Thomas A. Schenk or Richard D. Allen

Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box or similar designation is not acceptable except where it is the only address that can be used in the geographic location):
440 West Nyack Road, West Nyack, NY 10994

Telephone Number of Designated Agent: 845-620-7329 (TAS) or 845-620-7330 (RDA)

Facsimile Number of Designated Agent: 845-620-7753

Email Address of Designated Agent: AUPVIOLATION@use.salvationarmy.org

Signature of Officer or Representative of the Designating Service Provider: _____
Date: 1/3/11

Typed or Printed Name and Title: Thomas A. Schenk as Secretary

**Note: This Interim Designation Must be Accompanied by a Filing Fee*
Made Payable to the Register of Copyrights.**

***Note: Current and adjusted fees are available on the Copyright website at
www.copyright.gov/docs/fees.html**

Mail the form to:
Copyright RRP
P.O. Box 71537
Washington, DC 20024



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Copyright Office

The Salvation Army WirelessGuest Network Terms of Service and Acceptable Use Agreement

BY ACTIVATING OR USING THE SALVATION ARMY'S WIRELESSGUEST NETWORK COMMUNICATIONS SERVICE (THE "SERVICE"), YOU AGREE TO BE BOUND BY THIS TERMS OF SERVICE AND ACCEPTABLE USE AGREEMENT (THIS "AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT ACTIVATE OR USE THE SERVICE.

Access to the Service

The Service is a free service provided by The Salvation Army. Your access to the Service is completely at the discretion of The Salvation Army, and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for The Salvation Army or third party, disruption of access to other users or networks, and violation of applicable laws or regulations. The Salvation Army may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time. Your activation or use of the Service constitutes your acceptance of this Agreement. Your electronic acceptance of this Agreement shall have the same force and effect as if you had actually signed this Agreement.

Acceptable Use of the Service

Your access to the Service is conditioned on legal and appropriate use of the Service. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of The Salvation Army or any third party.

The use of the Service for the following activities is prohibited:

1. Spamming

Using the Service to send or attempt to send unsolicited messages, including without limitation, promotions or advertisements for products or services, "spam", "chain mail" or "junk mail" over the Internet.

2. Intellectual Property Right Violations

Using the Service to engage in any activity that infringes or misappropriates the intellectual property rights of others, including, but not limited to, patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

3. Obscene or Indecent Speech or Materials

Using the Service to advertise, solicit, transmit, store, post, upload, display, or otherwise make available obscene or indecent images or other materials. The Salvation Army will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

4. Defamatory or Abusive Language

Using the Service to advertise, solicit, transmit, store, post, upload, display or otherwise make available defamatory, harassing, abusive, threatening, libelous, hateful, harmful, untrue or otherwise objectionable (as determined in the sole discretion of The Salvation Army) material, or

language that encourages bodily harm, destruction of property or harasses another.

5. Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

6. Hacking and Invasion of Privacy

Using the Service to invade another party's privacy or access or attempt to access illegally or without authorization data, computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

7. Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Using the Service to interfere or promote the interference with access of any party to the Service or any other service, equipment, host or network, including without limitation, creating or distributing Internet viruses, worms, Trojan Horses, pinging, flooding, or mail-bombing.

8. Export Control Violations

Using the Service to transfer technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

9. Other Illegal Activities

Using the Service in violation of applicable local, state and federal laws and regulations, including, but not limited to, transferring, advertising, transmitting, or otherwise make available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

10. Resale

The sale, transfer, or rental or attempted sale of the Service to a third party, either directly or as part of a service or product created for resale.

Violations of this Agreement

If The Salvation Army suspects violations of any of the above, it may institute legal action and will cooperate with law enforcement authorities in bringing legal proceedings against violators.

The Salvation Army requests that anyone who believes that there is a violation of this Agreement direct the information to: {AUPViolation@USE.SalvationArmy.Org}

Agent to Receive Notification of Copyright Infringement Claims

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials appearing on the Service infringes a copyright, you should notify The Salvation Army using the notice procedure for claimed infringement under the DMCA. Our designated agent to whom you should address a claimed infringement notice requesting that the item, information or material be removed from the Service, or access to it blocked is: {
AUPViolation@USE.SalvationArmy.Org}

↳ MAJOR SCHENK
MR ALLEN
MR KELLY
MR BENNETS

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may travel through the Service; (iii) that The Salvation Army does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that The Salvation Army is providing the Service without charge based on the limited warranty, disclaimer and limitation of liability specified in this Section and that it would require a substantial charge if any of these provisions were unenforceable.

THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ANY SALVATION ARMY REPRESENTATIVE, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. [SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.]

No Consequential Damages

UNDER NO CIRCUMSTANCES WILL THE SALVATION ARMY, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA OR PRIVACY, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM INTERRUPTION OR FAILURE OF SERVICE OR FROM UNAUTHORIZED ACCESS OR ANY VIRUS OR OTHER HARMFUL APPLICATION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. [SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.]

Attorney's Fees

In the event of any legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs.

Governing Law

This agreement shall be governed, interpreted and construed according to the laws of the State of [enter state where Kroc Center is located].

Venue

Venue for any legal action by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for [enter county and state where Kroc Center is located].

Indemnity

You agree to indemnify and hold harmless The Salvation Army and its suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that The Salvation Army may assert under this Agreement or by law.

Miscellaneous

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. The Salvation Army's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede The Salvation Army's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by The Salvation Army with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and The Salvation Army with respect to its subject matter and supersedes all prior writings or understanding.

Document comparison by Workshare Professional on Thursday, September 02, 2010
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Document 2 ID	interwovenSite://USDMS/USActive/20201984/6
Description	#20201984v6<USActive> - The Salvation Army Internet Terms of Service and Acceptable Use
Rendering set	Standard + bold double underline for additions

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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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