TERMS OF SERVICE

This Terms of Service ("Agreement") is a legal agreement between you (referred to herein as "you" or "your") and Pan Am 103 Lockerbie Legacy Foundation ("we", "our", or "us") for access to and use of our website located at www.pal03ll.org (the "Website") and other related software, interactive features or downloads operated by us and that are available through the Website (whether accessed directly or through any software Website) (collectively, the "Service").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER OR NOT YOU ARE A REGISTERED USER OF OUR SERVICE. IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU OR IN THE EVENT THAT ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE THE SERVICE. YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH CHANGES.

Use of the Service by You.

We provide the Service for historical and informational purposes only. You may not rely on any text, materials, or opinions expressed on the Service for any other purpose.

The Service may contain links to other websites or services maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on third-party websites or services. You assume sole responsibility for your use of third-party links, websites, products and services.

You agree that (i) you will use the Service solely for your own, non-commercial, personal use in accordance with this Agreement and in accordance with any specific rules or usage provisions specified by us on the Service and (ii) all information supplied by you to us will be true, accurate, current and complete. We retain the right at our sole discretion to deny or suspend access to the Service to anyone, at any time and for any reason, without liability.

You acknowledge and agree that your use of the Service, including, without limitation, the storage of any data, files, information and/or other materials on a server owned or under our control or in any way connected to the Service, shall be at your sole risk and responsibility and we shall have no obligation to back-up such data, files, information and/or other materials. We expressly reserve the right to limit storage capacity and to remove and/or delete any data, files, and/or other information stored or used in connection with the Service for any reason including, without limitation, if we deem, in our sole discretion, such data to be in violation of this Agreement and/or any rule or policy of ours and/or any local, state, or federal law or regulation.

We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings, or other interruptions. We cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or settings.

Please remember that you are solely responsible for your interactions with other users of the Service. We reserve the right, but have no obligation, to monitor disputes between you and any other user of the Service, or any user’s action or inaction.

You represent, warrant, and agree that you will not:

- use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement and/or any and all applicable local, state, national and international laws and regulations and treaties;
- use the Service for the distribution, housing, processing, propagation, storage, or other handling of, any Content (as defined below) or other material prohibited by this Agreement, or any material that may create a risk of any loss or damage to any person or property, or any other material (including, without limitation, links to such material) that we deem, in our sole discretion, to be objectionable whether or not such material is unlawful;
- permit or otherwise enable unauthorized users to access and/or use the Service;
- use the Service to export software or data in violation of applicable U.S. laws or regulations;
- sell, copy, duplicate, rent, lease, loan, distribute, transfer, or sublicense the Service, or otherwise permit any third party to use or have access to the Service for any purpose (except as expressly permitted by us in writing).
• remove any copyright, trademark, patent or other proprietary notices from the Service or any Content on the Service;

• distribute, publish, exhibit, or otherwise use the Service, in any manner and for any purpose not expressly permitted under this Agreement;

• exploit the Service or collect any data incorporated in the Service in any automated manner through the use of bots, metaspiders, crawlers or any other automated means;

• register as a user of the Service by providing false, inaccurate, or misleading information;

• post hyperlinks to commercial services or Websites;

• collect personal data about other users of the Service for commercial or any other purposes;

• post or otherwise make available irrelevant Content, repeatedly post or make available the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;

• attempt to gain unauthorized access to our computer systems (including any non-public areas of the Service) or engage in any activity that disrupts, diminishes the quality of, probes for vulnerability, interferes with the performance of, or impairs the functionality of, the Service (or the servers and networks which are connected to the Service);

• make available Content (as defined below) that in our opinion constitutes or contains “affiliate marketing,” “link referral codes,” “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or unsolicited commercial advertisement, except to the extent such Content is provided to you by us or one of our affiliates for a purpose specifically authorized by us in writing; and

• access or use the Service if you have been previously removed from the Service by us.

**Provision of the Service by Us**

You acknowledge and agree that the form and nature of the Service which we provide may change from time to time without prior notice to you. You acknowledge and agree that we may decline to provide you access to the Service or stop (permanently or temporarily) providing the Service (or any features or programs or Content within the Service) to you or to users generally at our sole discretion, without liability or prior notice to you.

**Access to the Service; Reservation of Rights.**

Subject to your compliance with this Agreement, we hereby give you a personal, revocable, worldwide, non-assignable and non-exclusive right to access and use the Service in the manner and for the purposes expressly permitted by the Agreement and our associated policies.

We reserve all right, title and interest in and to the Service not expressly granted to you under this Agreement. There are no implied licenses under this Agreement.

**Content in the Service.**

You understand that all information and materials (including, without limitation, data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) accessible as part of, or through the use of, the Service are the sole responsibility of the person from which such information originated. All such information is referred to as “Content”.

You acknowledge that Content presented to you as part of the Service may be protected by intellectual property rights which are owned by the persons and/or entities that provide that Content to us (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by us or by the owners of that Content, in writing.

We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content.

You understand that by using the Service you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Service at your own risk.
You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Service and for the consequences of your actions (including, without limitation, any loss or damage which we may suffer) by doing so.

Content that you create, transmit, or display while using the Service must be appropriate for the Service. We may reject, remove, or edit any Content that: (i) is unlawful, harassing, defamatory, abusive, hateful, threatening, obscene, harmful, tortious, libelous, or invasive of another’s privacy; (ii) attacks the character or damages the reputation of other users, name-calls, insults, ridicules, moeks, electronically stalks or otherwise harasses another individual; (iii) contains material or language that is profane, pornographic, sexually graphic, ethnically offensive, “off color,” political, or propaganda; (iv) infringes or violates any party’s rights, including, without limitation, using third-party copyrighted materials or the names or likenesses of others without appropriate permission and attribution, using third-party trademarks without appropriate permission or attribution or in a way that is likely or intended to cause confusion, or using or distributing third-party information (whether or not protected as a trade secret) in violation of a duty of confidence; (v) contains any worms, viruses, or other harmful, disrupting, or destructive files, code, or programs; (vi) is intended to cause harm in any way the Service or any servers or networks connected to the Service; (x) uses the Service for any illegal purpose, or violates any applicable local, state, national, foreign or international law or regulation, intentionally or unintentionally; (vi) discloses or references any personally identifiable information belonging to you or a third party; (vii) impersonates any person or entity; falsely states or otherwise misrepresents an affiliation with any person or entity; intentionally omits, deletes, forges, or misrepresents transmission information, including, without limitation, headers, return mailing, and Internet protocol addresses; or otherwise manipulates identifiers to disguise the origin of any Content transmitted to the Service; (viii) contains any worms, viruses, or other harmful, disrupting, or destructive files, code, or programs; (ix) interferes with, disrupts, or harms in any way the Service or any servers or networks connected to the Service; (x) uses the Service for any illegal purpose, or violates any applicable local, state, national, foreign or international law or regulation, intentionally or unintentionally; (xi) we otherwise determine to be inappropriate for the Service or inconsistent with our image and reputation.

**Intellectual Property.**

You acknowledge and agree that we (or our licensors) own all legal right, title and interest in and to the Service, including, without limitation, any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Service.

You agree that in using the Service, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

**Grant of Rights.**

You retain copyright and any other rights you already hold in Content which you upload or otherwise submit to, or make available on, the Service.

Unless otherwise limited by the Submission Terms of Use, by posting, uploading, submitting or otherwise making available Content, you give us a worldwide, perpetual, fully-sublicensable (through multiple tiers), transferable, irrevocable, royalty-free, and non-exclusive license to use, host, store, reproduce, adapt, modify, translate, re-arrange, publish, publicly perform, publicly display, distribute and otherwise exploit such Content (in whole or in part) in any manner or media whatsoever, now known or hereafter developed, for any purpose whatsoever, including, without limitation, (i) in connection with the Foundation’s services and (ii) in connection with the services of our successors, subsidiaries, and their related companies. The Service is a public platform and other users of the Service may, and you hereby grant all users of the Service the right to, search for, see, and/or use any Content that you make publicly available through the Service to the extent permitted by the features and functionalities of the Service.

You agree that we may use your feedback, suggestions, or ideas in any way, including, without limitation, in future modifications of the Service, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully-paid up, royalty free license to use the feedback, suggestions, and ideas you provide to us in any way.

By submitting Content, you also grant us the right to use your name, picture, likeness, voice, and biographical information in connection with the use or publication of your Content.
In connection with Content you upload, submit, post, or otherwise make available via the Service, you affirm, represent, and warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use such Content in the manner contemplated by this Agreement. You further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including, without limitation, privacy and publicity rights, unless you are the owner of such rights or have written permission from their rightful owner to post the material and to grant to us all of the rights granted herein.

Copyright Agent.

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others. If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our copyright agent with the following information: an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Service; your address, telephone number, and e-mail address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf. Any notification by a copyright owner or a person authorized to act on such copyright owner’s behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident. Our copyright agent for notice of claims of copyright infringement can be reached as follows:

Pan Am 103 Lockerbie Legacy Foundation
7310 SW 47 Court
Miami, FL 33143
info@pa103ll.org
Attn: Copyright Agent

Privacy Policy.

For information about our data protection practices, please read our privacy policy below. This policy explains how we treat your personal information, and how we protect your privacy when you use the Service. You agree to the use of your data in accordance with our privacy policy.

NO WARRANTIES.

THE SERVICE IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE, OR THAT THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY DATA, FILES, AND/OR OTHER INFORMATION STORED ON A SERVER OWNED OR UNDER OUR CONTROL OR IN ANY WAY CONNECTED WITH THE SERVICE, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR SECURE. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU OR ANY THIRD PARTY SUBMITS, POSTS OR SENDS OVER THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR YOUR CONTENT AND THE CONSEQUENCES OF POSTING OR PUBLISHING IT, AND YOU AGREE THAT WE ARE ONLY ACTING AS A PASSIVE CONDUIT FOR YOUR AND OTHER USERS’ ONLINE DISTRIBUTION AND PUBLICATION OF CONTENT PROVIDED BY YOU AND THEM.

DISCLAIMER OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES, OR ANY OF THEIR DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR THIRD PARTY LICENSORS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE SERVICE PROVIDED HEREUNDER OR ANY OTHER INTERACTIONS WITH US, EVEN IF WE
HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, RECKLESSNESS, PROFESSIONAL NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS OR LEGAL THEORY. WITHOUT LIMITATION OF THE FOREGOING, THE TOTAL LIABILITY OF US, OUR PARENTS, SUBSIDIARIES, AFFILIATES, OR ANY OF OUR DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, OR AGENTS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SERVICE OR ANY CLAIMS RELATING TO THIS AGREEMENT OR ANY CONTENT SHALL NOT EXCEED THE AMOUNTS, IF ANY, PAID BY YOU TO US DURING THE PAST TWELVE MONTHS IN CONNECTION WITH YOUR ACCESS TO THE SERVICE.

The Service is controlled and operated from facilities in the United States. We make no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable national, state, local or other laws, statutes, directives, rules, regulations, and all interpretations or orders of any government, administrative or regulatory authority or court, including but not limited to those related to export and import of software, technical information or services.

Release and Indemnification.

You agree to release, indemnify and hold harmless us, our parents, subsidiaries, affiliates, directors, members, officers, employees, agents and third party licensors, third-party publishers, necessary third-party platform providers, from and against any and all liabilities, losses, damages, claims and expenses, including, without limitation, attorneys’ fees, with respect to (i) your access, use or misuse of, or reliance upon, the Service, (ii) your actual or alleged violation or breach of this Agreement or rights of another, (iii) Content provided by you or through use of your account, and/or (iv) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder. For the avoidance of doubt, this section shall survive the termination of this Agreement.

Term and Termination.

This Agreement is effective until terminated by us or you. We shall have the right to terminate this Agreement including, without limitation, your right to access and use the Service, at any time in our sole discretion and without advance notice to you. The licenses granted herein by us shall automatically terminate without advance notice if you fail to comply with any material provision of this Agreement. You may terminate this Agreement at any time by deleting your user account on the Service and discontinuing use of any and all parts of the Service. Upon termination of this Agreement for any reason, you shall immediately cease using the Service.

Governing Law and Venue for Disputes; Arbitration.

This Agreement, and your relationship with us under this Agreement, shall be governed by the laws of the State of New York without regard to its conflict or choice of laws provisions. Any dispute with us, or our parents, subsidiaries, affiliates, directors, members, employees, agents or affiliates, arising under or in relation to this Agreement shall be resolved exclusively through non-appealable arbitration with one arbitrator in accordance with the rules of the American Arbitration Association in New York, NY. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys’ fees).

No Class Actions.

You agree to resolve any disputes related to this Agreement as an individual and not as a class or join any class. You understand that, in return for agreement to this provision and the dispute provision above, we are able to offer the Service at the terms designated, and that your assent is an indispensable consideration to this Agreement.

You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Service or this Agreement: YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

Severability.

If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.
No Assignment, Sublicense or Transfer.

You may not assign, sublicense, or transfer this Agreement or any rights or obligations hereunder without our prior written consent. Any such attempted assignment, sublicense, or transfer will be null and void and we, in our sole discretion, shall have the right to immediately terminate this Agreement.

Entire Agreement.

This Agreement sets forth the entire understanding and agreement between the parties relating to its subject matter. All provisions that should by their nature survive the termination of this Agreement shall survive the expiration of this Agreement including, without limitation, the rights and licenses you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, no class action, and no trial by jury. Any waiver of or promise not to enforce any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise.
This website located at www.pa103ll.org and any services linked by this Privacy Policy are controlled by Pan Am 103 Lockerbie Legacy Foundation ("We," "our," or "us").

Our Privacy Policy explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.
- If you have any questions about this Privacy Policy, please contact us at info@pa103ll.org.

Information we collect

We collect information to provide better services to our users and to improve our website.

We collect information in two ways:

- **Information you provide to us.** You may be asked to complete an online registration form and provide personally identifiable information; you may also be asked to choose a user ID and password in order to take advantage of certain features the Website may choose to offer. Your decision to register is voluntary and you will have the opportunity to decide whether or not to disclose information to us. (Note: Your password is your key to your account. Use unique numbers, letters and special characters, and do not share your password with anyone. If you do share your password or your personal information with others, remember that you are responsible for all actions taken on your account. If you lose control of your password, you may lose substantial control over your personal information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately notify us and change your password.)

- **Information we obtain from your use of our services.** We may collect information about the services that you use and how you use them, like when you visit different parts of our site or applications and what selections you make on the services. We may also automatically collect certain technical information such as:
  
  - **Device information**
    
    We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile information if you use a mobile device to access the site).
  
  - **Log information**
    
    When you use our services or view content provided by us, we may automatically collect and store certain information in server logs. This information may include:
    
    - details of how you used our service, such as your navigation paths and search queries;
    - mobile related information if you access our website using your mobile device;
    - internet protocol address;
    - device event information such as crashes, system activity, hardware settings, browser language, the date and time of your request and referral URL;
    - cookies that may uniquely identify your browser, mobile device, or your account; and
    - other technical information.

How we use information we collect

We use the information we collect from all of our services to provide, maintain, protect and improve our services, to develop new services and offerings and to protect us and our users.

When you contact us, we may keep a record of your communication as well as the other information in this Privacy Policy to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.
We may use aggregated and demographic information in connection with third parties so we can continue to pro-
vide many services for free. Your personally identifiable information is never disclosed to these parties, unless you
are notified or consent.

Please keep in mind that comments sections, forums, and other similar areas of our services are public. Any infor-
mation posted in those areas is viewable and usable by anyone that has access.
We will ask for your consent before using information for a purpose other than those that are set out in this Privacy
Policy.

Choice

If we provide you with any mailings or other communication, you can always opt out of that communication.
You may also set your browser to block all cookies, including cookies associated with our services, or to indicate
when a cookie is being set by us. However, it’s important to remember that many of our services may not function
properly if your cookies are disabled.

You have the right to remove your personal information from our databases. To do this, please delete your account
with the Foundation. If you have any problems or questions, please let us know by contacting us here info@pa103ll.
org and we will assist you with the process.

Accessing and updating your personal information

Whenever you use our services, we aim to provide you with access to your personal information in your account. If
that information is wrong, we strive to give you ways to update it quickly or to delete it unless we have to keep that
information for legitimate business or legal purposes. When updating your personal information, we may ask you to
verify your identity before we can act on your request.

Information we share

We do not share personal information with companies, outside organizations, or individuals unless one of the follow-
ing circumstances apply:

- With your consent

We will share personal information with companies, outside organizations or individuals if we have your consent to
do so.

- For external processing

We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based
on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security
measures.

- For legal reasons

We will share personal information with companies, outside organizations, or individuals if we have a good-faith be-
 lief that access, use, preservation or disclosure of the information is reasonably necessary to meet any applicable law,
regulation, legal process or enforceable governmental request, detect, prevent, or otherwise address fraud, security
or technical issues or protect against harm to the rights, property or safety of our users or the public as required or
permitted by law.

- In case of a sale or asset transfer

If we become involved in a merger, acquisition or other transaction involving the sale of some or all of our assets,
user information, including personal information collected from you through your use of our services, could be
included in the transferred assets. Should such an event occur, we will use reasonable means to notify you, either
through email and/or a prominent notice on the services.

- In aggregated form for business purposes

We may share aggregated, non-personally identifiable information publicly and with our partners we have a re-
 lationship with, advertisers or connected sites. For example, we may share information to show trends about the
general use of our services.
**Information security**

We work hard to protect our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold however no website is entirely secure. You should protect the account information in your possession as well.

**Third-Party Sites**

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you on this site. We also do not control the privacy policies and your privacy settings on third-party sites, including social networks.

**Enforcement**

We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up.

**Children Under 13**

Our site is not directed toward children under 13 and we will not knowingly collect information for any child under the age of 13. If you are the parent of a child under the age of 13 and have a concern regarding your child's information on our site, please contact us at info@pa103ll.org.

**Control of Your Information**

You always have control over any of your information that is reasonably in our custody and control. We will act to correct or remove it upon request.

**Our Services are Located in the United States**

Our website and associated services are hosted in the United States. If you are outside of the United States, your information will be processed and stored in the United States and you are consenting to such processing and storage.

**Changes**

Our Privacy Policy may change from time to time. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes).

This Privacy Policy was last updated on November 25, 2020.
SUBMISSION TERMS OF USE

This will set forth the terms upon which Pan Am 103 Lockerbie Legacy Foundation (the “Foundation”) may use the information, materials (including photographs, video clips, and voice clips), and creative works that I submit to one of the four interactive platforms (the Living Memorial; the Legacy Story Project; the Community Forum; and the Encyclopedic Archive) on this website (the “Submissions”).

Although, as between the parties, I will retain ownership of the copyright in my Submissions, I grant to the Foundation a non-exclusive license (the “License”) to use my Submissions as follows (check one):

The Foundation may use (and allow others to use) my Submissions (a) in connection with exhibitions and programs, (b) as part of one or more archive collections that may be made available to the public, (c) for educational, research, documentary, archival, and historical purposes, (d) in publications and materials produced by or on behalf of the Foundation, and (e) as otherwise set forth in this License.

The Foundation and its successors, licensees and assigns shall have the right to reproduce, distribute, exhibit, perform, and otherwise use my Submissions, in the manner I have indicated by checking one of the boxes above and as otherwise set forth in this License, in any and all media, whether now known or hereafter devised, throughout the world. This License is irrevocable, royalty free, and shall endure for the entire term of the copyright in the Submissions. This License shall survive all assignments of copyright by me. The rights granted by me include the right to use my Submissions, as well as my name and biographical information, in connection with fundraising, advertising, publicity and promotion for the Foundation and its programs. The Foundation has no obligation to use my Submissions.

The Foundation may authorize others to use the Submissions as long as all uses are consistent with the terms of this License. The Foundation shall obtain my prior permission should it wish to use the Submissions in a manner that is not permitted in this License.

I understand that, in order to preserve and ensure long-term access to the Submissions, the Foundation may have to make changes to the file format of the Submissions, and I hereby authorize the Foundation to make such changes.

The Foundation shall have the right to alter or edit the Submissions in connection with any reproductions, but the Foundation shall respect the quality and integrity of the Submissions in any reproductions it undertakes, and shall include standard safeguards in reproducing images on the Internet (including, for example, use of low-resolution images, inclusion of copyright information and copyright notices, when practicable, and posting on the applicable website conditions of use that limit use to educational, personal and non-commercial uses, where applicable).

I represent and warrant that I am the sole author and creator of the Submissions and am completely free to grant the rights granted in this License, and that the exercise of the rights granted by me in this License will not infringe upon the rights of any third party. I hereby release the Foundation, its affiliates, assigns, successors and licensees from, and agree not to sue for, any claim or cause of action, whether now known or presently unknown, based upon or relating to the Submissions or any exercise of any of the granted rights. I agree to defend, indemnify, release, discharge and hold harmless the Foundation, its affiliates, assigns, successors and licensees, and their respective officers, directors, agents, trustees, employees and assigns (the “Indemnities”), from any claim that the Indemnities may incur as a result of any breach of any of the representations and warranties I have made herein.

This license shall be governed by the laws of the State of New York applicable to contracts made and entirely performed in the State of New York, and, in the event any claim arises in connection with this agreement, I agree to submit to the jurisdiction of the courts of the County of New York.

Where appropriate, I will be acknowledged as the author/creator of the Submissions, but I agree that the Foundation shall determine in each case whether I shall receive an acknowledgment and the form of any acknowledgment.