

Terms of Use

1. User's Acknowledgment and Acceptance of Terms

Thank you for visiting the swapa.org website, and the SWAPA Mobile Application, if downloaded, (collectively, the "Site") provided by Southwest Airlines Pilots' Association ("SWAPA" or "we" or "us"). By accessing this Site, you agree to and accept without modification the terms, conditions, and notices contained herein ("Terms of Use"). These Terms of Use may be changed by us from time to time without notice or liability and include any posted rules applicable to the particular services or materials found on this Site. The materials and services of the Site may also be changed by us from time to time without notice or liability. You are responsible for regularly reviewing these Terms of Use, and your continued use of the Site after such changes will constitute acknowledgement of the changes and agreement to be bound by them. Your exclusive remedy for dissatisfaction with this Site is to stop using the Site. If you do not wish to be bound by these Terms of Use, please exit the Site now.

2. Personal and Non-commercial Use Limitation

This Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Site.

3. Conduct on Site

You agree that you will not Misuse the Site. "Misuse" includes, but is not limited to:

- A. Uploading, sharing, posting, or otherwise distributing any "content," as defined in Section 8 below, that:
 1. Is indecent, obscene, or unlawful;
 2. Degrades, harasses, humiliates, intimidates, or threatens any individual or group of individuals on the basis of their age, ancestry, color, ethnicity, marital status, medical condition, mental or physical disability, national origin, race, sex, sexual orientation, union or nonunion affiliation, or any other basis protected by federal, state, or local law or ordinance;
 3. Pursuant to Board Resolution 2010-10-13.08: No posts will be permitted that reference any member of the SWAPA staff in a derogatory manner. All posts referencing staff in a derogatory manner will be removed.

4. Abuses, defames, deceives, defrauds, harasses, stalks, threatens, or otherwise violates others' legal rights, including but not limited to rights of privacy and publicity
 5. Infringes on the patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
 6. Constitutes unauthorized or unsolicited advertising, spam, surveys, contests, pyramid schemes, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
 7. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of a party's software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to a party's data or other information; or
 8. Impersonates any person or entity, including, but not limited to a fellow member or an employee or representative of SWAPA.
- B. Using the Site in any way that is counter to its intended purpose, including, but not limited to mining, scraping or capture of data contained herein through repetitive or automated means; and
- C. Engaging in any other conduct that is, or that we deem to be, in conflict with these Terms of Use. We forbid such Misuses, and access to the Site for any such Misuses is an unauthorized use of the Site.

We generally do not pre-screen, monitor, or edit the content posted by users on the Site. HOWEVER, WE HAVE THE RIGHT AT OUR SOLE DISCRETION TO REMOVE ANY CONTENT AT ANY TIME THAT, IN OUR JUDGMENT, IS A MISUSE OF THE SITE, DOES NOT COMPLY WITH THESE TERMS OF USE, OR IS OTHERWISE HARMFUL, OBJECTIONABLE, INACCURATE, OR POTENTIALLY UNLAWFUL. WE ARE NOT RESPONSIBLE FOR ANY FAILURE OR DELAY IN REMOVING SUCH CONTENT. WE ALSO HAVE THE RIGHT TO SUSPEND, TERMINATE OR OTHERWISE LIMIT YOUR USE OF THE SITE, OR PARTS THEREOF, IN THE EVENT WE DETERMINE, IN OUR JUDGMENT, THAT THERE WAS A MISUSE OF THE SITE BY YOU.

4. Your Indemnity Obligation

You agree to indemnify, defend, and hold us and our Affiliates harmless from and against any and all claims, demands, proceedings, grievances, arbitrations, suits and actions (including appeals), including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, expenses (including reasonable attorneys and arbitrator fees), and costs (collectively, the "Claims"), based on, arising out of or resulting from your use of the Site, including without limitation any Claims alleging facts that if true would constitute your breach of the Terms of Use. As used in these Terms of Use, "Affiliates" include affiliated organizations, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering the Site and/or its contents.

5. Member Account and Password

For those of you who are also members of SWAPA in good standing, you may access certain sections in the Site reserved for members only by using your account login and password. You agree to keep confidential your account login and password, and to not transfer or share your account login and password with anyone. You agree to be responsible for any and all acts or omissions through the use of your account login and password.

6. Links to Third Party Sites

The Site may link you to other websites or otherwise include references to information, documents, software, materials and/or services provided by other parties (the "Linked Sites"). The Linked Sites are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content or usage of the Linked Sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. We are providing the Linked Sites to you only as a convenience, and the inclusion of any link does not imply our endorsement of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Your dealings with the Linked Sites are solely between you and the third party. We are not responsible or liable for any part of any such dealings.

7. Interactive Services

We may make certain interactive services available to users, such as text, email, message, blog, post, forum or chat (collectively, "communications"), either directly or through a third-party provider. Subject to our Privacy Policy, communications sent via our Site have no expectation of privacy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our organization's purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communications that are blocked, or for any unsolicited communications that are not blocked.

8. Intellectual Property Information

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For purposes of these Terms of Use, "content" or "material" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our Site. This includes texts, emails, message boards, blogs, posts, forum posts, chats, and other original content.

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9. Unauthorized Use of Materials

While you retain all rights in the communications or materials you submit to the Site or to us, you grant us and our agents and Affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We respect the intellectual property of others, and we ask you to do the same.

If you or any user of the Site believes its copyright, trademark or other property rights have been infringed by a posting on the Site, you or the user should send a written notification to our Designated Agent (as identified below) immediately. To be effective, the written notification must:

- Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed
- Identify the material that you claim is infringing the copyrighted work listed above
- Provide your contact information, including address, phone number and email address
- Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content
- Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
- Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Be signed by you; and
- Be sent to our Designated Agent:

Southwest Airlines Pilots' Association
Attn: Office of the General Counsel
1450 Empire Central, Suite 737
Dallas, Texas 75247
Phone: (800) 969-7972

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act. All inquiries not relevant to this Section 9 will receive no response.

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11. Limitation of Liability

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

12. International Use

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Site from international locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

13. Termination of Use

We may, at any time and in our sole discretion, suspend or terminate your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. In addition, any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your access to this site immediately ceases, and we shall not be responsible or liable for maintaining or storing any information or materials related to your account. In addition, we shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of Site use or any other actions taken by us in connection with such termination or suspension of Site use.

14. Governing Law

This Site (excluding any Linked Sites) is controlled by us from our offices within Dallas County, Texas. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Dallas County, Texas, by accessing this Site both of us agree that the statutes and laws of the State of Texas, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of the Site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of any court of competent jurisdiction within Dallas County, Texas.

15. Notices

All notices to a party shall be in writing and shall be made via conventional mail. Notices to us must be sent to the attention of the General Counsel at Southwest Airlines Pilots' Association, 1450 Empire Central, Suite 737, Dallas, Texas, 75247. Notices to users in general may be broadcasted through the Site, and such broadcasts shall constitute notice to you at the time of sending. Notices to individual members may be sent to the address we have on file.

16. Entire Agreement

These Terms of Use constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and us with respect to that subject matter. Unless expressly provided for herein, this agreement may not be modified unless agreed to in writing and signed by both parties. To the extent that anything in or associated with the Site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

17. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs (including appeals) and attorneys fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, act of God, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

If you notice that any user is violating these Terms of Use, please contact us at web@swapa.org.

A printed version of these Terms of Use including any modifications in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The English version of this document controls.