



<http://www.lasmaravillas.org/>

### **Freedom Of Speech**

The Right to Freedom Of Speech is protected under Article Nineteen of the Universal Declaration of Human Rights, Article Nineteen of the International Covenant on Civil and Political Rights, Article Ten of the European Convention on Human Rights, Article Thirteen of the American Convention on Human Rights, Article Nine of the African Charter on Human and Peoples' Rights, and the First Amendment of the Constitution of the United States. Synonymous with Freedom Of Expression, this fundamental Human Right encompasses seeking, receiving, and imparting information.

### **Terms Of Service**

<http://www.lasmaravillas.org/> is owned and operated by the Good Neighbor Association, Inc., (GNA), a nonprofit organization. Access to the Website is subject to the terms set forth in this Agreement. Quite simply, if you don't accept any part of this Agreement just don't use the Website. This Agreement may be revised therefore periodic review is suggested. For GNA members who have email contact information on file, GNA shall provide electronic notification of changes.

The information contained is thought to be accurate at the time of inclusion: however, no warranty or guarantee is given, expressed or implied. Liability of GNA shall not exceed the amount charged for this service. The exclusive remedy of the user for any and all losses, injuries or damages, whether alleged or actual, resulting from GNA work under this Agreement, whether in contract, warranty, tort, negligence, strict liability or otherwise, shall not exceed the amount charged for this service. The user agrees that no action to seek remedy may be brought against GNA more than one year after the date of the publication conclusion.

The user agrees to indemnify and hold GNA harmless from any claim or liability, whether alleged or actual, arising from GNA work under this Agreement. In the event of any claim or asserted liability arising from the use of the Website, the user agrees to defend and hold GNA harmless from any loss or liability, whether alleged or actual. In the event user fails to indemnify GNA, then GNA has the right to defend or settle any claim on own behalf and be fully reimbursed by the user for all costs and expenses of such defense and settlement. Wherever this Agreement obligates the user to indemnify, hold harmless, or defend GNA, the obligations shall run to the trustees, officers, employees, family members, agents, partners, contractors, invitees or permittees, and shall survive any termination or satisfaction of this Agreement.

If any dispute arises under the terms of this Agreement the parties agree the terms shall be governed by and construed in accordance with the laws of the State Of New Mexico. Any action to seek remedy must be taken in the State Of New Mexico, County Of Valencia. Any costs and fees, other than

attorney fees, associated with mediation, arbitration or court shall be paid by the user. Upon a ruling favorable to GNA the attorney fees shall also be paid by the user.

In the event any provision of this Agreement is determined to be invalid or unenforceable it shall be adjusted so as to best reflect the original intention of said provision to the maximum extent possible, with the remainder held valid and enforceable. Waiver of any term or condition shall not be construed as a waiver of a subsequent breach of the same term or condition. No modification shall be effective unless it is in writing and is signed by both the Director of GNA and the user. This Agreement binds and benefits both parties and any successors. This document is the entire Agreement between the parties with respect to the subject hereto.

Good Neighbor Association, Inc.  
Board Of Trustees  
2011-04-03