

## WEBSITE TERMS & CONDITIONS

### The Swedish Finn Historical Society

The Swedish Finn Historical Society is a Washington based nonprofit historical society documenting the history of the Swedish-speaking portion of Finland and of emigrants from it. This Site (defined below) helps us provide information and publications to the organization's members and members of the public around the world.

The Swedish Finn Historical Society ("we," "us," "our" "SFHS") offers this website, currently located at <https://www.swedishfinnhistoricalociety.org>, including all information, software, products, and services available from this website or offered as part of or in conjunction with this website (the "Site"), to you, the user of the Site ("you" "your" "yours"), conditioned upon your acceptance of all of the terms, conditions, policies, and notices stated in these Website Terms & Conditions (these "Terms"). SFHS reserves the right to make changes to these Terms immediately by posting the changed Terms in this location (<https://www.swedishfinnhistoricalociety.org/terms-conditions/>). Your continued use of the Site constitutes your agreement to all such terms, conditions, and notices, and any changes to these Terms made by SFHS. Please read these Terms carefully and keep an updated copy of them for your records. If you do not agree to these Terms, discontinue use of the Site immediately.

**Privacy Policy.** Please review our Privacy Policy, which informs users of our data collection practices and is available at <https://www.swedishfinnhistoricalociety.org/privacy-policy>. Your use of the Site is subject to our Privacy Policy, which is incorporated herein by reference.

**Electronic Communications.** Visiting the Site, sending emails to SFHS, and accessing digital content through SFHS or partner organizations constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

**Your Account.** If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that SFHS is not responsible for third party access to your account that results from theft or

**Commented [MD1]:** This page is not currently in existence. Please update with the correct link when the privacy policy page is created if the URL does not match.

misappropriation of your account. SFHS and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

**Children Under Thirteen.** SFHS does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <https://www.swedishfinnhistoricalsociety.org> only with permission of a parent or guardian.

**Commented [MD2]:** Do you collect genealogical data of persons under the age of 13. If so, you may want to prohibit such use due to the complexities added when handling a child's data.

**Cancellation/Refund Policy.** SFHS has an annual membership fee. If you decide to become a member, you may submit the fee through the Site or via mail. Membership fees are non-refundable. If you do not pay the annual membership fee, your membership will be terminated.

**Links to Third Party Sites/Third Party Services.** The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of SFHS and SFHS is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. SFHS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by SFHS of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site, you hereby acknowledge and consent that SFHS may share such information and data with any third party with whom SFHS has a contractual relationship to provide the requested product, service or functionality on behalf of Site users and customers.

**Commented [MD3]:** This language is likely to overlap with your privacy policy. We are happy to edit this section if necessary to comply with relevant privacy laws and maintain consistency between agreements when the privacy policy has been drafted.

**License and Restrictions.** All content and materials found on the Site, such as text, graphics, logos, images, icons, displays, databases, media, products, services, and information, as well as the compilations thereof, and any software used on the Site (the "Content"), are owned, licensed, or otherwise authorized for use by SFHS on the Site and are protected by trademark, copyright, and other laws that protect intellectual property and proprietary rights. You are hereby granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly for personal non-commercial purposes or for use as a volunteer with SFHS. We do not grant and you do not acquire any ownership rights in the Site or the Content by virtue of your use of the Site. We do not grant any other license, express or implied, in the Site or the Content.

**Commented [MD4]:** Would you like to add any exceptions, e.g. professional genealogists, researchers at institutions of higher learning, or members of the news media?

It is not our responsibility, however, to determine what "fair use" means for persons wishing to use the Content. That remains wholly the responsibility of individual users of the Site.

Furthermore, we are not required to give additional source citations, or to guarantee that the materials of the Site are cleared for any alternate use. Such responsibility also ultimately remains with individual users of the Site. However, we maintain the right to prevent infringement of our materials and to interpret “fair use” as we understand the law.

**Contributed Content.** In exchange for your use of the Site and/or our storage of any data you submit, you hereby grant us with an unrestricted, fully paid-up, royalty-free, worldwide, irrevocable, sublicensable, and perpetual license to use any and all information, content, and other materials that you submit or otherwise provide to this site, including genealogical data, images, writings, documents, materials, recordings, discussions, information, and data relating to deceased persons or anything else (the “**Contributed Content**”), for any and all purposes, in any and all manners, and in any and all forms of media that we, in our sole discretion, deem appropriate for the furtherance of our mission. As part of this license, you give us permission to copy, publicly display, transmit, broadcast, publicly perform, distribute, and otherwise use (and allow others to use) your Contributed Content throughout the world, by any means we deem appropriate (electronic or otherwise, including on the Internet). You also understand and agree that as part of this license, we have the right to create (and to allow others to create) and use derivative works from your Contributed Content by combining all or a portion of it with that of other contributors or by otherwise modifying your Contributed Content.

**Code of Conduct.** You agree to input data accurately to the best of your knowledge. You agree to follow this code of conduct and to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in the Content. You understand and agree that, without the express prior written consent of SFHS, you may not, individually or as part of any collective effort, do any of the following:

- (i) post the Content on any other website, online service, or computer network without our prior express written consent;
- (ii) transmit, distribute, resell, or attempt to resell the Content to other sites;
- (iii) use the Site or Content (including the names and addresses of those who have submitted information) to sell or promote products or services, to solicit clients or customers, or for any other commercial purpose;
- (iv) modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site;
- (v) impersonate another user for any purpose, including to hide your identity or to implicate another for your actions;
- (vi) circumvent any of the controls or usage rules we have implemented;

**Commented [MD5]:** We may want to add additional restrictions here for user Contributed Content. Specifically, I have concerns if users are uploading genealogical data of those to whom they are not related or those recently deceased. We should discuss!

- (vii) use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site;
- (viii) obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for your use through the Site, including the use of any software, technology, or device to perform a bulk download, to scrape content, or to otherwise harvest any information or materials;
- (ix) delete or alter any proprietary rights or attribution notices in the Content;
- (x) submit or post information to this site (whether at registration, as a genealogical submission, through a discussion feature, or through any other feature where any Contributed Content can be provided) that could be deemed harmful or offensive to other users; or
- (xi) use the site for illegal harmful, or offensive activities.

As a material condition of your use of the Site, you warrant to SFHS that you will not use the Site for any purpose that is prohibited by these Terms. You understand that the result of harmful, offensive, or illegal actions, or any other violation of this Agreement, may include revocation of your right to use this site and legal action against you, and SFHS reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice or refund.

**Third Party Accounts.** You may be able to connect your SFHS account to third party accounts. By connecting your SFHS account to a third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

**International Users.** The Service is controlled, operated, and administered by SFHS from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the SFHS Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

**Indemnification.** You agree to indemnify, defend and hold harmless SFHS, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. SFHS reserves the right, at its own cost, to assume the exclusive

defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with SFHS in asserting any available defenses.

**Liability Disclaimer.** THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. SWEDISH FINN HISTORICAL SOCIETY AND ITS SUPPLIERS MAY MAKE IMPROVEMENTS OR CHANGES TO THE SITE AND ITS CONTENT AT ANY TIME. SWEDISH FINN HISTORICAL SOCIETY AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS." SWEDISH FINN HISTORICAL SOCIETY AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SWEDISH FINN HISTORICAL SOCIETY NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF SWEDISH FINN HISTORICAL SOCIETY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

**Arbitration.** In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by Judicial Dispute Resolution unless otherwise mutually agreed by the parties hereto. The arbitrator's award shall be final, and judgment may be entered upon it in any court having competent jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the arbitrator. This arbitration provision shall survive the termination of these Terms.

**Choice of Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles. Notwithstanding the Arbitration provision above, and solely to the extent that a dispute is not subject to arbitration under these Terms or to the extent that a party seeks temporary, preliminary, or permanent injunctive relief, specific performance, or other equitable relief to prevent irreparable harm pending the resolution of an arbitration proceeding, the parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. The seeking of such relief shall not be deemed a waiver of the right to arbitrate the underlying dispute. Use of the Site is unauthorized in any jurisdiction that does not give full effect to all provisions of these Terms except as otherwise provided for herein.

**Class Action Waiver.** Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and SFHS agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

**No Joint Venture.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and SFHS as a result of this agreement or use of the Site. SFHS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of SFHS's right to comply with

governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by SFHS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

**Entire Agreement.** Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and SFHS with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and SFHS with respect to the Site. A printed version of this agreement and of any notice given 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. It is the express wish of the parties that this agreement and all related documents be written in English.

**Automatic Payment Renewal.** Your payment method will automatically be charged for each successive period at the then-current subscription rate until you cancel your Subscription renewal after the initial term, and you agree to pay such charges . Each annual subscription period starts from the start date of Service and is not refundable.

**Changes to Terms.** SFHS reserves the right, in its sole discretion, to change the Terms under which <https://www.swedishfinnhistoricalsociety.org> is offered. The most current version of the Terms will supersede all previous versions. SFHS encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us.**

SFHS welcomes your questions or comments regarding the Terms:

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Effective as of June 23, 2026