

Boston Logan Airport Noise Study Forum
Terms of Use
Revised April 9, 2008

1) ACCEPTANCE. By using the Boston Logan Airport Noise Study Forum ("Forum"), you as an individual agree to be bound by the terms and conditions included herein. Your access to and use of the Forum is expressly conditioned on the terms of use described below. You also agree that the terms of use may be modified by the Project Consultant team ("the Administrator") at any time subject to their sole discretion and that your continued use of the Forum is contingent upon your agreement to abide by the terms of use.

2) REGISTRATION. This Forum is only available to registered users, 18 years of age and over. Registered users are required to create user profiles prior to accessing the Forum and all users must be logged in under their user profiles to access the Forum. This forum is a membership only site, and to be a member you must be a CAC or BOSTAC member, and must agree to the agreement in order to participate in the service provided by the PC. In lieu of this, members and the general public can still write an email to their appropriate PMT member to provide a comment or ask a question. Anonymous posting is not allowed in the Forum and all posts made in the Forum will include the user name as shown in the user profile.

3) USE OF FORUM. The Forum is provided by PC as a service to members of the Logan Airport Community Advisory Committee (CAC) and the Boston Logan Technical Advisory Committee. At this time, use of the Forum is limited solely to (1)the posting of questions pertaining to the noise abatement measures analysis process and the technical studies conducted as part of the Boston Logan Airport Noise Study and (2)disseminate PC and/or IC developed information relevant to the Boston Logan Airport Noise Study, including technical reports and other documentation, to Forum users. The Forum is moderated and all posts are subject to approval by the Administrator prior to publication.

4) USER POSTING OF CONTENT. Forum users understand that all data, text, information, links and other content ("Content"), whether posted in public or private groups, is the sole responsibility of the person from which

such Content originated. This means that you, and not the Administrator, are entirely responsible for all Content that you publish, post, upload, distribute, disseminate or otherwise transmit ("Post") via the Forum. Under no circumstance will the Administrator be liable in any way for any Content, including, but not limited to any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted via the Forum. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

5) PRESCREENING OF CONTENT. Any and all posts are subject to approval by the PC Project Manager ("the moderator"). Any and all posts determined by the moderator to be inappropriate will not be published. If the moderator discovers content that does not appear to conform to the Terms of Use, he/she may investigate and determine in good faith and at his/her sole discretion whether to remove the Content. The moderator bears no liability or responsibility for performance or non-performance of such activities.

6) EXPECTED USER CONDUCT. You agree that you are responsible for your own conduct and communications while using the Forum and for any consequences thereof. You agree to use the Forum only to post questions related to the Boston Logan Airport Noise Study and to access study-related materials approved by the Forum moderator. Forum users agree to not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others. Examples of but not limited to, user conduct that is not allowed on the Forum and in which you hereby agree not to engage, include:

- making a post unless it is from your user profile, and that profile contains no false information;
- posting any inappropriate, defamatory, infringing, obscene, or unlawful Content;
- repeatedly posting communications or Content that has been previously rejected by the Forum moderator;
- posting any Content that infringes any patent, trademark, copyright, trade secret or other proprietary rights of any party (the "Rights"), unless you are the owner of the Rights or have the permission of the owner to Post such Content;

- posting messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements (i.e., "spam"), or anything else prohibited by the Forum Administrators;
- Impersonating another person or entity, or falsifying or deleting any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is posted;
- restricting or inhibiting any other user from using and enjoying the Forum;
- using the Forum for any illegal or unauthorized purpose;
- removing any copyright or other proprietary rights notices contained in or on the Forum;
- interfering with or disrupting the Service or servers or networks connected to the Forum, or disobeying any requirements, procedures, policies or regulations of networks connected to the Forum;
- using any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Forum or collect information about users for any unauthorized purpose (if you desire to do this, please contact the Forum moderator for permission);
- submitting Content that falsely expresses or implies that such Content is sponsored or endorsed by the Administrators;
- creating user accounts by automated means or under false or fraudulent pretenses;
- promoting or providing instructional information about illegal activities or promoting physical harm or injury against any group or individual;
- transmitting any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

7) INTERNATIONAL USE. As a consequence of the global nature of the Internet, users located outside the United States agree to comply with all applicable local rules and laws regarding user conduct on the Internet and acceptable content. Specifically, you agree to comply with all applicable and relevant laws governing obscene and indecent content and communications and those laws regulating the export or transmission of technical data from the United States or your country of residence.

8) GENERAL PRACTICES REGARDING USE AND STORAGE. You

agree that the Administrator has no responsibility or liability for the deletion of or failure to store any Content maintained or posted by or through the Forum. You acknowledge that there is no fixed upper limit on the number of posts you may send or receive through the Forum. The Administrators retain the right to create any type of limit at any time with or without notice.

9) LINKS. The Forum may contain links to other websites or other resources on the Internet. Because the Administrator has no control over such sites, you acknowledge and agree that the Administrator is not responsible for the availability of such external resources, and do not endorse and are not liable for any content on or available from such sites or resources. You further acknowledge and agree that the Administrator shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content available on or through any such site or resource.

10) PRIVACY POLICY. Your profile on the Forum will contain your full name and city. Your email address, IP address, real world address, and password will not be made public. You are solely responsible for viewing your own profile to ensure that the information displayed is accurate.

11) TERMS AND TERMINATION. The terms of this agreement shall commence upon your first use of the Forum and shall remain in effect in perpetuity. You may cease use of the Forum, with or without cause or for any reason, by refraining from using the service. To delete your Forum profile, send an email to one or more of the Administrator requesting deletion. We may cancel, suspend, or block your access to the Forum at any time, with immediate effect. This may be without cause and without notice. Once your access to the Forum is cancelled, you will no longer be able to access or retrieve any data you had stored on the Forum.

12) MODIFICATION. The Forum may be modified or terminated at any time by the Administrator for any reason, with or without notice, without any liability to anyone. Any additions to the Forum shall be covered by this Agreement.