



Texas811 Advertising Terms of Use

Texas 811 would like to thank you for your interest in the educational use and promotion of Texas811 ads. While we welcome the use of our ads, they are made available solely under the conditions of these Terms of Use.

The following Terms of Use constitute a legal Agreement between you and Texas811. You must agree to all of these Terms of Use before downloading or utilizing any ad material.

Downloading and use of Texas811 ads forms a binding legal agreement between the party accessing them and Texas811.

1. Updating of Terms of Use

Texas811 reserves the right to update these Terms of Use without prior notice. Changes to the Terms of Use will be posted on the Texas811 website www.Texas811.org and will become effective two (2) weeks after posting for all future downloads.

2. License to Use Texas811 ads and Restrictions on Use

Texas811 grants you a non-exclusive, non-transferable, revocable license to view and use the ads associated with Texas811 in accordance with this Terms of Use. Texas811 reserves the right to suspend or revoke, in its sole discretion, this license at any time.

The Texas811 ads are protected by applicable intellectual property laws, including but not limited to federal trademark and copyright protection(s), and **are for educational and noncommercial use unless prior explicit consent is given by Texas811**. All rights not expressly granted in these Terms of Use are expressly reserved by Texas811.

3. Educational and Non-Commercial Use Defined: Acceptable educational and non-commercial uses of Texas811 Ads:

The Texas811 ads must be unaltered and appear as provided by Texas811. Any modification of the ads will be deemed a violation of this license.

Commercial Use: The ads may be used by commercial organizations solely to educate the public about Texas811 campaigns and other 811 messages. The ads are not intended for the purpose of promoting the sale of your products. To the extent that you have concerns regarding compliance with these conditions, Texas811 will, when appropriate, provide you with prior written consent. Such prior consent will not be unreasonably withheld or delayed. In all circumstances the ads must portray Texas in the manner Texas811 holds itself out to the marketplace.

4. Additional Legal Terms and Conditions

The ads have been created exclusively by Texas811 and are the property of Texas811. You are not permitted to commercially exploit any of the ads, create any derivative works, transfer, and sublicense, modify, assign, or transfer any Texas811 ads without the express written permission from Texas811.



All Texas811 ads must be used “as they appear” and are not to be altered without express written permission from Texas811. Failure to comply with any of the terms, restrictions, conditions, or limitations in these Terms of Use will result in automatic termination of this non-exclusive license.

In the event that Texas811 requests the removal of the ads, you agree to remove the ads from your server, hard drive, website, diskette, any CD Rom, Zip drive, network drive, or any forms of electronic/hard storage media within 24 hours or less of being notified in writing.

Questions about the correct usage of the Texas811 ad material should be addressed to the Marketing and Communications Team, CommunicationsTeam@Texas811.org.

By signing below, I accept Texas811 Terms of Use.

Signature

Printed Name

Date