

Terms of Service

Association of Community Publishers (ACP)

Effective Date: March 20, 2026

Website: communitypublishers.com

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the website communitypublishers.com and the services, products, events, membership programs, and content offered by the Association of Community Publishers ("ACP," "we," "us," or "our").

By accessing or using our website, registering for membership, purchasing products or event registrations, or otherwise engaging with ACP's services, you agree to be bound by these Terms and our Privacy Policy and Cookie Policy, which are incorporated by reference.

If you do not agree to these Terms, please discontinue use of our website and services immediately. These Terms apply to all visitors, members, registered users, and others who access our services.

2. Eligibility

Our services are intended for business professionals in the community publishing industry. By using our services, you represent that:

- You are at least 18 years of age.
- You have the legal authority to enter into a binding agreement.
- You are using our services on behalf of yourself or an organization you are authorized to represent.
- Your use does not violate any applicable law or regulation.

3. Membership

3.1 Membership Eligibility

ACP membership is open to owners, publishers, general managers, sales managers, and other professionals at community publications throughout North America, including small independent publications and divisions of major communications companies.

3.2 Membership Application and Approval

Membership is subject to ACP's review and approval. We reserve the right to decline any application at our sole discretion. ACP may establish different membership tiers with different benefits and fees.

3.3 Membership Dues

Membership dues are set by the ACP Board of Directors and are subject to change. Dues are non-refundable except as expressly stated in our membership materials or required by law. Membership is typically renewed on an annual basis.

3.4 Membership Obligations

Members agree to:

- Provide accurate, complete, and current information during registration and keep it updated.
- Maintain the confidentiality of account credentials and promptly notify us of unauthorized use.
- Comply with all applicable laws in connection with ACP membership activities.
- Uphold the professional standards of the community publishing industry.

3.5 Suspension and Termination of Membership

ACP may suspend or terminate membership for: non-payment of dues, violation of these Terms or ACP's code of conduct, conduct detrimental to the organization, or any reason at ACP's reasonable discretion. Members may terminate membership by providing written notice to ACP. Termination does not entitle members to a refund of dues previously paid.

4. Products and Services

4.1 ADS Network

Participation in the Advertising Distribution Services (ADS) Network is subject to separate participation agreements, pricing, and distribution guidelines published by ACP. Members who participate in the ADS Network agree to run all required ads in their selected option format within the specified date ranges and to comply with all network rules.

4.2 Publish Magazine

Publish Magazine is distributed to qualifying members at no additional charge. Subscription to Publish Magazine does not confer membership status.

4.3 Events and Conferences

Registration for ACP events is subject to availability and event-specific terms, including:

- Cancellation and refund policies published at the time of registration.
- Behavior and conduct standards at all ACP-sponsored events.
- Photography and recording policies that may permit ACP to use your likeness in event promotions.

4.4 Member-Only Resources

Access to member-only areas of the website requires valid membership credentials. You may not share login credentials with non-members. ACP reserves the right to modify, suspend, or discontinue any member resource at any time.

5. Payments

All fees are stated in US dollars. By providing payment information, you authorize ACP to charge the applicable fees. You are responsible for any applicable taxes. ACP uses third-party payment processors and does not store full payment card numbers. All sales are final unless otherwise stated in writing or required by law.

6. Intellectual Property

6.1 ACP Content

All content on the ACP website and in our publications, including text, graphics, logos, images, audio/video clips, and software, is owned by or licensed to ACP and is protected by US and international copyright, trademark, and other intellectual property laws. The ACP name, logo, and associated marks are trademarks of the Association of Community Publishers.

6.2 Limited License

ACP grants you a limited, non-exclusive, non-transferable, revocable license to access and use our website content for your personal, non-commercial use in connection with your membership and ACP services. You may not:

- Reproduce, distribute, modify, create derivative works of, or publicly display ACP content without prior written permission.
- Use ACP's name, logo, or trademarks without prior written consent.
- Scrape, data-mine, or extract content from our website using automated tools.

6.3 Member Submissions

By submitting content to ACP (including testimonials, Best of the Best entries, editorial submissions, or forum posts), you grant ACP a worldwide, royalty-free, non-exclusive license to use, reproduce, publish, and distribute that content in connection with ACP's activities. You represent that you have the rights to grant this license and that your submission does not infringe third-party rights.

7. Prohibited Conduct

You agree not to:

- Use our website or services for any unlawful purpose or in violation of any applicable law.
- Attempt to gain unauthorized access to any portion of our website, systems, or other users' accounts.
- Upload or transmit viruses, malware, or other harmful code.
- Engage in spamming, phishing, or deceptive practices.
- Harass, threaten, or harm other members or ACP staff.
- Misrepresent your identity or affiliation with any person or organization.

- Interfere with or disrupt the operation of our website or servers.
- Use our member directory data to solicit members for non-ACP purposes without express written consent.

8. Disclaimer of Warranties

OUR WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

ACP does not warrant that: (a) our website will be uninterrupted, error-free, or secure; (b) information on our website is complete, accurate, or current; (c) defects will be corrected; or (d) our website or servers are free of viruses or harmful components.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ACP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, ARISING FROM OR RELATED TO YOUR USE OF OUR SERVICES.

ACP'S TOTAL CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO ACP IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

Some states do not allow certain limitations of liability. To the extent prohibited by applicable law, these limitations may not apply to you.

10. Indemnification

You agree to indemnify, defend, and hold harmless ACP and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of our services; (b) your violation of these Terms; (c) your violation of any applicable law; or (d) your infringement of any third-party rights.

11. Third-Party Links and Services

Our website may contain links to third-party websites or services. ACP is not responsible for the content, privacy practices, or terms of third-party sites. Links do not constitute endorsement by ACP. Your interactions with third-party websites are governed by their respective terms and policies.

12. Governing Law and Dispute Resolution

12.1 Governing Law

These Terms are governed by the laws of the State of New York, without regard to its conflict-of-law principles.

12.2 Dispute Resolution

Before initiating formal legal proceedings, you agree to attempt to resolve any dispute informally by contacting ACP at the address below and giving us 30 days to respond.

12.3 Arbitration

Except for claims that may be brought in small claims court, you and ACP agree to resolve any dispute arising from these Terms or your use of ACP services through binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration will be conducted in Onondaga County, New York, or by telephone/video conference. You and ACP waive the right to a jury trial and to participate in class action proceedings.

12.4 Class Action Waiver

You and ACP agree that any dispute resolution proceedings will be conducted on an individual basis only. Neither you nor ACP will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding where either party acts or proposes to act in a representative capacity.

12.5 Time Limitation

Any claim arising from or related to these Terms must be filed within one (1) year after the cause of action arose. Claims not filed within this period are permanently waived.

13. Changes to These Terms

ACP reserves the right to modify these Terms at any time. We will post the revised Terms on our website with an updated effective date. For material changes, we will provide additional notice where feasible. Your continued use of our services after the effective date of the revised Terms constitutes your acceptance of the changes.

14. Termination

ACP may suspend or terminate your access to our website and services, with or without notice, for any reason, including violation of these Terms. Upon termination, all rights and licenses granted to you will immediately cease. Provisions that by their nature should survive termination (including intellectual property, disclaimer, limitation of liability, and governing law sections) will survive.

15. Miscellaneous

- **Entire Agreement:** These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and ACP regarding your use of our services and supersede all prior agreements.
- **Severability:** If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.
- **Waiver:** ACP's failure to enforce any provision of these Terms does not constitute a waiver of its right to enforce it later.
- **Assignment:** You may not assign your rights under these Terms without ACP's prior written consent. ACP may assign these Terms freely.
- **No Agency:** Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and ACP.

16. Contact Information

For questions about these Terms of Service:

- Association of Community Publishers
- Address: 8119 Circuit Rider Path, Cicero, NY 13039
- Phone: (877) 203-2327
- Email: office@communitypublishers.com
- Website: communitypublishers.com