

## ChIPs Terms of Use

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The following Terms of Use ("Terms of Use" or "Terms") govern your ("you", "your", or the "User") access to and use of ChIPs Network Inc.'s ("ChIPs", "we", "our", or "us") website at <http://chipsnetwork.org/>, including any subdomains thereof, and any other websites through which ChIPs makes its services available (collectively, "Website"). These Terms of Service constitute a legally binding agreement ("Agreement") between you and ChIPs governing your access to and use of the ChIPs Website. Please review the following Terms carefully.

By accessing or using of any part of this Website, you agree to be bound by these Terms of Use in full. If you do not accept these Terms of Use, you should not access or use the Website and should leave this Website immediately.

### **MODIFICATION OF TERMS OF USE**

We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms of Use at any time and your continued use of the Website constitutes your agreement to be bound by such modifications, alterations or updates.

We reserve the right to suspend, modify or discontinue this Website, temporarily or permanently, at any time without notice. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material. The information and materials on this Website could include technical inaccuracies or typographical errors. Changes are periodically made to the information contained herein.

It is your sole responsibility to check the Website from time to time to view any such changes in the Agreement. If you continue to use the Website, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration at least thirty (30) days before the date they become effective. For this additional reason, you should keep your contact and profile information current. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the ChIPs website will constitute acceptance of the revised Terms.

### **MEMBER REGISTRATION**

You can register as a Member ("ChIPs Membership") to gain access to our regional Chapters, receive invitations to Chapter events, and have access to local networking, educational and community outreach opportunities. If you are registering a ChIPs Membership for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

You must provide accurate, current and complete information during the registration process and keep your ChIPs Membership information up-to-date at all times. You may not register for more than one (1) ChIPs Membership unless ChIPs authorizes you to do so. You may not assign or otherwise transfer your ChIPs Membership to another party.

### **USE RESTRICTIONS**

Your permission to use the Website is conditioned upon the following Use Restrictions: You agree that you will not under any circumstances:

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- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- attempt to, or harass, abuse or harm another person or group;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Website;
- make any automated use of the Website, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Website or use any software, technology, or device to scrape the Website or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another User's browser or computer.

Recognizing the global nature of the Internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page without the express permission of ChIPs. We reserve the right to withdraw linking permission without notice.

### **PRIVACY POLICY**

ChIPs respects the privacy of its Users. Please refer to ChIP's [Privacy Policy](#) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Website, you are agreeing to our Privacy Policy.

### **LINKS TO THIRD-PARTY WEBSITES**

ChIPs may provide hyperlinks to third-party Websites ("Third-party Websites"), as well as articles, videos, webinars, photographs, text, graphics, pictures, designs, music, sound, video, information, and other materials, content or items belonging to or originating from third parties (the "Third-party Content"). The content and links are provided as a convenience to Users of this Website. ChIPs does not control any Third-party Website or Third-party Content and is not responsible for and makes no representations concerning the contents of any hyperlinked third-party Website or any hyperlink in a hyperlinked site. ChIPs does not endorse, recommend or approve any third-party Website or the contents of any third-party Website hyperlinked from this website. Inclusion of, linking to or permitting the use or installation of any Third-Party Website or any Third-party Content does not imply approval or endorsement thereof by ChIPs. ChIPs shall have no liability to any entity for the content or use of the content available through any such hyperlink.

If you decide to leave the ChIPs Website and access the Third-party Websites or to use or install any Third-party Content, you do so at your own risk and you should be aware that our Terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website or relating to any applications you use or install from the Website.

## **INTELLECTUAL PROPERTY**

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Website, including applicable copyrights, trademarks, and other proprietary rights. "ChIPs," and other ChIPs graphics, logos, designs, page headers, button icons, scripts and service names are the trademarks or trade dress of ChIPs Network, Inc. in the U.S. You may not use ChIP's trademarks and trade dress, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that ChIPs endorses any product or service. You may not reproduce or use ChIPs trademarks or trade dress without the prior written permission of ChIPs. Other product and company names that are mentioned on the Website may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

## **NO REPRESENTATIONS OR WARRANTIES; LIMITATIONS ON LIABILITY**

ChIPs MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY INFORMATION, MATERIALS OR GRAPHICS ON THIS WEBSITE, ALL OF WHICH ARE PROVIDED ON A STRICTLY "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. CHIPs HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH REGARD TO ANY INFORMATION, MATERIALS OR GRAPHICS ON THIS WEBSITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL CHIPs OR ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR AFFILIATES BE LIABLE UNDER ANY THEORY OF RECOVERY, AT LAW OR IN EQUITY, FOR LOSS, INJURY OR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, SPECIAL, DIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE OR LOST PROFITS), ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OF INFORMATION OR SERVICES, OR THE FAILURE TO PROVIDE INFORMATION OR SERVICES, FROM THIS WEBSITE. THE PROVISIONS CONTAINED IN THIS SECTION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY LAW.

## **INDEMNIFICATION**

You agree to release, defend (at ChIPs' option), indemnify, and hold ChIPs and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Privacy Policy, (ii) your improper use of the ChIPs Website or any content provided therein, (iii) your interaction with any User, participation in a ChIPs event advertised on the ChIPs website or other service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, participation or use, or (iv) your breach of any laws, regulations or third party rights.

## **GOVERNING LAW**

If any part of this Terms of Use is held invalid or unenforceable, that portion of the Terms of Use will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of ChIPs to enforce any provision of these Terms of Use will not be considered a waiver of our right to enforce such provision. Our rights under this Terms of Use will survive termination.

Any claim with respect to the Terms of Use, Legal Notices or the materials contained on this Website shall be governed by, and construed in accordance with the federal laws of the United States of America and the laws in effect in the state of California without giving effect to conflict of law provisions.

YOUR USE OF THE WEBSITE IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND AGREE TO BE BOUND BY THESE TERMS OF USE. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR

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PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER HEREIN.

### **GENERAL PROVISIONS**

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between ChIPs and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between ChIPs and you in relation to the access to and use of the ChIPs Website.

No joint venture, partnership, employment, or agency relationship exists between you and ChIPs as a result of this Agreement or your use of the ChIPs Website.

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

ChIPs' failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without ChIPs' prior written consent. ChIPs may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with thirty (30) days prior notice. Your right to terminate this Agreement at any time remains unaffected.

Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be in writing and given by ChIPs via email.

If you reside in the European Union you can access the European Commission's online dispute resolution platform here: <http://ec.europa.eu/consumers/odr>.

### **CONTACT US**

If you have any questions concerning the Terms of Use, Legal Notices or the materials contained on this Website, please contact [info@chipsnetwork.org](mailto:info@chipsnetwork.org).

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