

END USER AGREEMENT

Welcome, and thank you for using the Southwestern Pennsylvania BOTS IQ website (<http://www.botsiqpa.org/>). When you use our website and related products and services (collectively referred to as the "Services"), you are entering into a legally binding agreement with the Pittsburgh Chapter of the National Tooling and Machining Foundation, d/b/a Southwestern Pennsylvania BotsIQ, (referred to herein as "us") based on these the and conditions set forth in this End User Agreement (the "Terms"). We may modify these Terms from time to time. We will post the most recent version here, so we encourage you to check back often. If you do not agree to these Terms, then do not use the Services.

1. THE SERVICES

- 1.1. Eligibility.** To be eligible to use the Services, you represent and warrant that you: (a) agree to use the Services in compliance with these Terms and comply with all applicable laws and regulations including, without limitation, those related to privacy, security, intellectual property, and taxes; (b) have full power and authority to enter into these Terms; (c); and that you are at least eighteen (18) years of age or you are at least thirteen (13) years of age and your parent/guardian has reviewed these Terms and consents to your use of the Services. You are prohibited from using our Services if you are under thirteen (13) years of age.
- 1.2. Prohibited Activities.** In using the Services, you agree NOT to: (a) use the Services for any illegal purpose; (b) transmit any material that is obscene, inflammatory, libelous, derogatory, infringing, or otherwise offensive; (c) interfere with the security of the Services in anyway, including transmitting any "spam," virus, malware, or other harmful code (collectively referred to as "Harmful Code"); (d) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code or any underlying intellectual property used to provide the Services, or any part thereof; (e) rent, lease, loan, or trade access to the Services; (f) infringe or use any of our brands, logos, trademarks, service marks, designs, or any other intellectual property without our express written consent; (g) engage in "framing," "mirroring," or otherwise simulating the appearance of the Services; and (h) use any manual or automated software or devices to access, "scrape," "crawl," or "spider" any part of the Services.
- 1.3. Our Right to Review Content.** We reserve the right to prohibit you from using the Services if we determine that you have engaged in any of the prohibited activities outlined in Section 1.2 of these Terms. We also reserve the right to remove or discard any content you submit to the Services if the content is deemed to violate these Terms. From time to time, we may appoint other individuals or entities including our officers, employees, agents, affiliates, representatives or partners (collectively "Agents") to aid our review of your content and to delete any content deemed to be inappropriate.
- 1.4. Our Ownership Rights.** We retain all right, title, and interest in and to the Services, along with all associated intellectual property and other proprietary rights, including but not limited to any trademarks, service marks, logos, copyrights, and inventions whether, patentable or not. We will also own any materials ideas, concepts, suggestions, improvements, or other feedback you submit to us relating to the Services with no compensation to you. Provided you comply with these Terms, we grant you a limited, nonexclusive right to use the Services for their intended purpose. You may not sublicense, transfer, or assign any of the rights granted in these Terms and we retain all rights not expressly granted to you in these Terms.
- 1.5. Your Ownership Rights.** You retain ownership of your intellectual property, including the content you post to or generate by using the Services. You grant us a nonexclusive, worldwide, royalty-free, perpetual, paid up license and right to copy, distribute, publish, display, transmit, perform, create derivative works, modify, and otherwise use your content for any purpose whatsoever, including our own marketing purposes.

2. PRIVACY

2.1. How We Collect Your Information. Like most websites, we may use a persistent identifier (such as a “cookie,” device or processor serial number, or an IP address) to collect information about how you use the Services and about your computer, including your location, browser, operating system, and referring URL. In the course of serving advertisements or optimizing the Services, we may allow authorized third parties to place or recognize a unique cookie on your browser. Any information provided to third parties through cookies will not be personally identifiable but may provide general segment information. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent.

2.2. How We Protect Your Information. Despite our best efforts, we cannot make the internet 100% secure and we do not make any warranties as to the security of the content you generate or post to the Services. We do not guarantee that any edits or deletions to your content will result in the complete and comprehensive removal of the content and the content may still appear in public search engines. If you do not want others to see your content, then do not post it to our Services.

3. INDEMNIFICATION AND LIMIT OF LIABILITY.

3.1. Indemnification. You agree to defend, indemnify, and hold us and our Agents harmless from and against any and all claims, costs, and damages, including reasonable attorneys’ fees, arising out of or in connection with: (a) your use of the Services or any information, materials, or other content provided herein; (b) your violation of these Terms or any applicable law; (c) your violation of any third party intellectual property or other propriety right; and (d) any violation of your obligations with respect to Harmful Code.

WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGES WITH RESPECT TO THE SERVICES OR ANY LOSS, CLAIM, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS.

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE BASIS.” TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, ARE ERROR-FREE, WILL BE FREE FROM INTERRUPTIONS, ARE COMPATIBLE WITH YOUR OPERATING ENVIRONMENT, ARE FREE FROM MALWARE, VIRUSES, OR HARMFUL CODE, OR WILL ACCOMPLISH ANY PARTICULAR RESULT. WE HAVE NO OBLIGATION WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE THAT MAY BE INCORPORATED INTO THE SERVICES AND WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH THIRD PARTY HARDWARE OR SOFTWARE.

YOU AGREE THAT WE CANNOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

3.2. Third Party Websites. From time to time the Services may contain links to other websites owned and operated by third parties. These third party websites may have terms and conditions that are different from ours. We have no control over these third party websites and you agree that any interaction you may have with these other websites will be governed by their terms and conditions. You should be familiar with the terms and conditions of each website you visit.

3.3. Remedies. You agree that we would be irreparably harmed if you violate these Terms in any way. You agree that we will be entitled to all equitable remedies with respect to any breach of these Terms in addition to any and all other remedies which may be available under applicable law.

4. MISCELLANEOUS.

4.1. Entire Agreement. These Terms set forth the entire agreement between us with respect to the use of the Services and supersedes all prior negotiations and dealings, oral or written. In the event of a conflict between these Terms and any other agreement or understanding between us, these Terms will govern.

4.2. Governing Law and Venue. These Terms shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. You agree that the Courts of Allegheny County, Pennsylvania shall have exclusive jurisdiction to settle any claim or dispute between us in connection with the Services or these Terms.

4.3. Assignment, Severability, and Waiver. You may not sell, assign, transfer, or otherwise dispose of your rights or delegate your duties under these Terms without our prior written consent. We may freely assign or delegate all rights and obligations under these Terms in whole or in part. Any provision of these Terms which is prohibited or unenforceable in any jurisdiction shall be ineffective in that jurisdiction without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Our failure to enforce any provision of these Terms shall not be considered a waiver of such provision.