

# Terms of Use

## Legal Notices

We, the Operators of this Website, provide it as a public service to our users.

Please carefully review the following basic rules that govern your use of the Website. Please note that your use of the Website constitutes your unconditional agreement to follow and be bound by these Terms and Conditions of Use. If you (the "User") **do not agree to them, do not use the Website, provide any materials to the Website or download any materials from them.**

The Operators reserve the right to update or modify these Terms and Conditions at any time without prior notice to User. Your use of the Website following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions of Use whenever you use the Website.

These Terms and Conditions of Use apply to the use of the Website and do not extend to any linked third party sites. These Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference, contain the entire agreement (the "Agreement") between you and the Operators with respect to the Website. Any rights not expressly granted herein are reserved.

## Permitted and Prohibited Uses

You may use the the Website for the sole purpose of sharing and exchanging ideas with other Users. You may not use the the Website to violate any applicable local, state, national, or international law, including without limitation any applicable laws relating to antitrust or other illegal trade or business practices, federal and state securities laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any U.S. laws, rules, and regulations governing the export and re-export of commodities or technical data.

You may not upload or transmit any material that infringes or misappropriates any person's copyright, patent, trademark, or trade secret, or disclose via the the Website any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.

You may not upload any viruses, worms, Trojan horses, or other forms of harmful computer code, nor subject the Website's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Website.

You are strictly prohibited from communicating on or through the Website any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable

material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You are expressly prohibited from compiling and using other Users' personal information, including addresses, telephone numbers, fax numbers, email addresses or other contact information that may appear on the Website, for the purpose of creating or compiling marketing and/or mailing lists and from sending other Users unsolicited marketing materials, whether by facsimile, email, or other technological means.

You also are expressly prohibited from **distributing** Users' personal information to third-party parties for marketing purposes. The Operators shall deem the compiling of marketing and mailing lists using Users' personal information, the sending of unsolicited marketing materials to Users, or the distribution of Users' personal information to third parties for marketing purposes as a material breach of these Terms and Conditions of Use, and the Operators reserve the right to terminate or suspend your access to and use of the Website and to suspend or revoke your membership in the consortium without refund of any membership dues paid.

The Operators note that unauthorized use of Users' personal information in connection with unsolicited marketing correspondence also may constitute violations of various state and federal anti-spam statutes. The Operators reserve the right to report the abuse of Users' personal information to the appropriate law enforcement and government authorities, and the Operators will fully cooperate with any authorities investigating violations of these laws.

## User Submissions

The Operators do not want to receive confidential or proprietary information from you through the Website. Any material, information, or other communication you transmit or post ("Contributions") to the Website will be considered non-confidential.

All contributions to this site are licensed by you under the MIT License to anyone who wishes to use them, including the Operators.

If you work for a company or at a University, it's likely that you're not the copyright holder of anything you make, even in your free time. Before making contributions to this site, get written permission from your employer.

## User Discussion Lists and Forums

The Operators may, but are not obligated to, monitor or review any areas on the Website where users transmit or post communications or communicate solely with each other, including but not limited to user forums and email lists, and the content of any such communications. The Operators, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Operators may edit or remove content on the the Website at their discretion at any time.

## Use of Personally Identifiable Information

Information submitted to the Website is governed according to the Operator's current Privacy Policy and the stated license of this website.

You agree to provide true, accurate, current, and complete information when registering with the Website. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provides any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the Website.

Although sections of the Website may be viewed simply by visiting the Website, in order to access some Content and/or additional features offered at the Website, you may need to sign on as a guest or register as a member. If you create an account on the Website, you may be asked to supply your name, address, a User ID and password. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Website using your account or User ID. You grant the Operators and all other persons or entities involved in the operation of the Website the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Website and in the provision of services to you. The Operators cannot and do not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using website. To learn more about how we protect the privacy of the personal information in your account, please visit our Privacy Policy.

## Indemnification

You agree to defend, indemnify and hold harmless the Operators, agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the Website, including, without limitation, your violation of these Terms and Conditions, the infringement by you, or any other subscriber or user of your account, of any intellectual property right or other right of any person or entity.

## Termination

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(i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where the Operators have reason to believe that you are in violation of these Terms and Conditions of Use.

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## General

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Please contact [info@argyleinteractive.com](mailto:info@argyleinteractive.com) for any inquiries.