

**Please read this Terms and Conditions of Use Agreement (the “Agreement”) carefully before using [www.ChicagoInfraGard.org](http://www.ChicagoInfraGard.org) (the “Site”).**

This Agreement governs your use of the Site. By accessing and using the Site, you signify and acknowledge your acceptance of this Agreement and to our Privacy Policy.

Please read both of these documents very carefully. Your acceptance of this Agreement and any payment of applicable fees shall provide you with a limited, temporary and non-exclusive license and permission to use the software and other resources of the Site. This limited, temporary and non-exclusive license and permission are freely revocable at any time, for any reason whatsoever, and with or without notice, by Chicago InfraGard Members Alliance (CIMA) (the “Organization”), as described more fully below. If you do not agree to this Agreement, please do not use the Site. Please print a copy of this Agreement for your records.

## **1. ACCEPTANCE OF TERMS**

The services that CIMA provides to User is subject to the following Terms of Use ("TOU"). CIMA reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

- A. This Agreement, which incorporates by reference other provisions applicable to use of [ChicagoInfraGard.org](http://ChicagoInfraGard.org) (the “Site”, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in , sets forth the terms and conditions that apply to use of Site by User. By using Site (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use Site is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. CIMA shall have the right at any time to change or discontinue any aspect or feature of Site, including, but not limited to, content, hours of availability, and equipment needed for access or use.

## **2. CHANGED TERMS**

CIMA shall have the right at any time to change or modify the terms and conditions applicable to

User's use of Site, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on Site, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of Site by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

### **3. DESCRIPTION OF SERVICES**

Through its Web property, CIMA provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

### **4. EQUIPMENT**

User shall be responsible for obtaining and maintaining all telephone, cable, WiFi, computer hardware, software and other equipment and service needed for access to and use of Site and all charges related thereto.

### **5. USER CONDUCT**

- A. User shall use Site for lawful purposes only. User shall not post or transmit through Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, of which, without CIMA's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in CIMA's discretion restricts or inhibits any other User from using or enjoying Site will not be permitted. User shall not use Site to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with CIMA.
- B. Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of Site are copyrighted as a collective work under United States copyright laws. CIMA owns a copyright in the selection,

coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of CIMA and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

- C. User shall not upload, post or otherwise make available on Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of Site, User automatically grants, or warrants that the owner of such material has expressly granted CIMA the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, store or reproduce the material for that User's personal use. User hereby grants CIMA the right to edit, copy, publish and distribute any material made available on Site by User.
- D. The foregoing provisions of Section 5 are for the benefit of CIMA, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## **6. USE OF SERVICES**

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User owns or controls the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, malware or programs that may damage the operation of another's computer or the property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless CIMA specifica allows such messages.
- Download any file posted by another user of a Communication Service that User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

CIMA has no obligation to monitor the Communication Services. However, CIMA reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. CIMA reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. CIMA reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CIMA's sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials.

Always use caution when giving out any personally identifiable information in any Communication Services. CIMA does not control or endorse the content, messages or information found in any Communication Services and, therefore, CIMA specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized CIMA spokespersons, and their views do not necessarily reflect those of CIMA.

## **7. MEMBER ACCOUNT, PASSWORD, AND SECURITY**

If any of the Services requires User to open an account, User must complete the registration process by providing CIMA with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify CIMA immediately of any unauthorized use of User's account or any other breach of security. CIMA will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by CIMA or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

## **8. NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEBSITE**

Any software that is made available to download from the Services ("Software") is the copyrighted work of CIMA and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited, unless such

reproduction or redistribution is expressly permitted by the license agreement accompanying such software. The software is warranted, if at all, only according to the terms of the license agreement. Except as warranted in the license agreement, CIMA hereby disclaims all warranties and conditions with regard to the software, including all warranties and conditions with regard to the software, including all warranties and conditions of merchantability, whether expressed, implied or statutory, fitness for a particular purpose, title and non-infringement.

For your convenience, CIMA may make available as part of the services or in its software products, tools and utilities for use and/or download. CIMA does not make any assurances with regard to the accuracy of the results or output that derives from such use of any such tools and utilities. Please respect the intellectual property rights of others when using the tools and utilities made available on the services.

## **9. NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS WEBSITE**

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Accredited educational institutions, such as universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

CIMA and/or its respective suppliers make no representations about the suitability of the information contained in the documents and related graphics published as part of the services for any purpose. All such documents and related graphics are provided "as is" without warranty or any kind. CIMA and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and noninfringement, in no event shall CIMA and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action arising out of or in connection with the use or performance of information available from the the services.

The documents and related graphics published on the services could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. CIMA and/or its respective suppliers may make improvements and/or changes io the product(s) and/or the program(s) described herein at any time.

## **10. NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS SITE**

In no event shall CIMA and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from the loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of software, documents, provision of or failure to provide services, or information available from the services.

## **11. MATERIALS PROVIDED TO CIMA OR POSTED AT ANY OF ITS WEBSITES**

CIMA does not claim ownership of the materials Users provide to CIMA (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission User is granting CIMA, its affiliated companies and necessary sublicensees permission to use User's Submission in connection with the operation of their Internet businesses including, without limitation, all CIMA Services, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Submission; to publish User's name in connection with User's Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of User's Submission, as provided herein. CIMA is under no obligation to post or use any Submission User may provide and CIMA may remove any Submission at any time in its sole discretion. By Posting a Submission User warrants and represents to own or otherwise control all of the rights to User's Submission as described in these Terms of Use including, without limitation, all the rights necessary for User to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), User warrant and represent that (a) User is the copyright owner of such Images, or that the copyright owner of such Images has granted User permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of User's use and as otherwise permitted by these Terms of Use and the Services, (b) User has the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, User is granting (a) to all members of User's private community (for each such Image available to members of such private community), and/or (b) to the general public (for each such Image available anywhere on the Services, other than a private community), permission to use User's

Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, worldwide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Images without having User's name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for a Images will terminate at the time User completely removes such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time User completely remove such Images. No compensation will be paid with respect to the use of User's Images.

## **12. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

- A. User expressly agrees that use of Site is at user's sole risk. Neither CIMA, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that Site will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of Site, or as to the accuracy, reliability or content of any information, service, or merchandise provided through Site.
- B. Site is provided on an "as is" basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion restriction or modification under the laws applicable to this agreement.
- C. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operations or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. User specifically acknowledges that CIMA is not liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with the user.
- D. In no event will CIMA, or any person or entity involved in creating, producing or distributing Site or the CIMA software, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use Site. User hereby acknowledges that the provisions of this section shall apply to all content on the



site.

- E. In addition to the terms set forth above neither CIMA nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or inauthenticity of the information contained within Site, or for any delay or interruptions in the transmission thereof to the user or interruption in the transmission thereof to the user or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages.
  
- F. Force majeure - Neither party will be responsible for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, service outages resulting from equipment and/or software failure and /or telecommunications failures, power failures, network failures, failures of their party service providers (including providers of internet services and telecommunications). The party affected by any such event shall notify the other party within a maximum of fifteen (15) days from its occurrence. The performance of this agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under this agreement.

### **13. LINKS TO THIRD PARTY SITES**

Links provided in areas upon the Site will let you leave CIMA's site. The linked sites are not under the control of CIMA and CIMA is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. CIMA is not responsible for webcasting or any other form of transmission received from any linked site. CIMA is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CIMA of the site or its content.

CIMA is a distributor (and not a publisher) of content supplied by third parties and Users. Accordingly, CIMA has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, Users or any other user of Site are those of the respective author(s) or distributor(s) and not of CIMA. Neither CIMA nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In many instances, the content available through Site represents the opinions and judgments of the respective information provider, User, or other user not under contract with CIMA. CIMA neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on Site by anyone other than authorized CIMA employee spokespersons while acting in their official capacities. Under no circumstances will CIMA be liable for any loss or damage caused by a User's reliance on information obtained through Site. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through CIMA. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

#### **14. UNSOLICITED IDEA SUBMISSION POLICY**

CIMA or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose for this policy is to avoid potential misunderstandings or disputes when CIMA products or marketing strategies might seem similar to ideas submitted to CIMA. So, please do not send your unsolicited ideas to CIMA or to anyone at CIMA. If, despite our request that you not send us your ideas and materials, you still send them, please understand that CIMA makes no assurances that your ideas and materials will be treated as confidential or proprietary.

#### **15. MONITORING**

CIMA shall have the right, but not the obligation, to monitor the content of Site, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by CIMA and to satisfy any law, regulation or authorized government request. CIMA shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Site. Without limiting the foregoing, CIMA shall have the right to remove any material that CIMA, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

#### **16. INDEMNIFICATION**

User agrees to defend, indemnify and hold harmless CIMA, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Site by User or User's Account.

#### **17. TERMINATION**

Either CIMA or User may terminate this Agreement at any time. Without limiting the foregoing, CIMA shall have the right to immediately terminate User's Account in the event of any conduct by User which CIMA, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

## **18. MISCELLANEOUS**

This Agreement and any operating rules for Site established by CIMA constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the state of Illinois, USA, without regard to its conflict of laws or rules existing in other areas. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

## **19. COPYRIGHT NOTICE**

CIMA and its logos are trademarks of InfraGard Members Alliance. All rights reserved. All other trademarks appearing on Site are the property of their respective owners.

Any rights not expressly granted herein are reserved.