Website Access and Usage Terms and Conditions

YOUR USE OF THIS WEBSITE (the “Site”) AND/OR ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES PROVIDED VIA THE SITE CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS PROVIDED BELOW (THE “TERMS”). YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL CONTRACTING AGE AND HAVE LEGAL CAPACITY TO CONTRACT. TSIC, Inc. and/or its affiliates (collectively, “TSIC,” “we” or “us”) may modify the Terms as well as discontinue, withdraw, replace or change any content, products or services offered via the Site and may modify these Terms at any time, and your continued access and use of the Site thereafter constitutes your acceptance of such changes. IF YOU DO NOT AGREE WITH THE TERMS, YOU ARE NOT AUTHORIZED TO USE THIS SITE AND MUST TERMINATE YOUR ACCESS AND USE OF THE SITE IMMEDIATELY.

I. USE OF SITE

The Site offers information regarding TSIC and its services (collectively, the “TSIC Services”). TSIC may remove, modify or otherwise discontinue providing any content at any time with or without cause and with or without notice, without any liability. Information obtained via the Site is for your personal use only and may not be further reproduced, published, transmitted or disseminated without TSIC's prior written consent.

As a condition of your use of the Site, you represent, warrant and covenant to TSIC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.

By way of example, and not as a limitation, you agree that when using the Site and when submitting any information or content to the Site, you will not:

- Use a robot, spider or other automated device, process or means to access the Site, or defame, abuse, harass, 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, infringing, obscene, indecent or unlawful topic, name, material or information.

- Send viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or third party systems.

- Send false or misleading information.

- Send messages that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary authorizations.

- Conduct or forward surveys, contests, pyramid schemes or chain letters.

- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material that is provided to or by you via the Site.

- Restrict or inhibit any other user from using and enjoying the Site.
• Harvest or otherwise collect information about others, including contact information such as e-mail addresses, for the purpose of building “contact” or “lead” lists.

• Violate any applicable laws or regulations.

TSIC shall have no obligation to monitor the usage of the Site. However, TSIC reserves the right to review any communications or submissions directed to the Site and to remove any of same in its sole discretion. TSIC reserves the right to terminate your access to the Site at any time without notice for any reason whatsoever. TSIC further reserves the right at all times to disclose any information as 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 its sole discretion.

Materials presented on the Site are subject to limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations.

You may not use the Site or its content to send unsolicited e-mail to any recipient that has not specifically made its e-mail available for such purposes. The forwarding or propagation of chain letters of any type (including charity requests or petitions for signatures) is prohibited. “Mailbombing” (i.e., flooding the site with large or numerous e-mail messages) is prohibited.

II. LINKS TO THIRD PARTY SITES; FRAMING OF THIRD PARTY SITES

The Site may contain links to other third party websites (“Linked Sites”) or frames of other third party website screens (“Framed Sites”), including, without limitation, sites for use in connection with TSIC Services. The Linked Sites and Framed Sites are not under TSIC’s control and TSIC is not responsible for their contents, including without limitation, any link contained in a Linked Site or Framed Site, or any changes or updates to a Linked Site or Framed Site. TSIC is not responsible for webcasting or any other form of transmission received from any Linked Site or Framed Site, or with respect to any personal or payment information you provide to any such Linked Site or Framed Site in connection with any TSIC Services or otherwise. Any such links or frames are provided only as a convenience, and the inclusion of any link does not imply endorsement by TSIC of the Linked Site or Framed Site or any association with or its operators.

III. INFORMATION PROVIDED TO THE SITE

By registering, posting, uploading, inputting or otherwise submitting your contact information or other information to the Site, you grant to TSIC and its contractors and their respective affiliated companies permission to use such information in connection with the operation of the Site and marketing of TSIC Services to you, including contacting you and sending you emails and other communications, including, without limitation, the rights to: copy, distribute, transmit, reproduce, edit, translate and reformat such information as part of marketing TSIC Services to you based on your expression of interest and request to be contacted. No compensation will be paid with respect to the use of such information. Said permission is transferable by TSIC to an acquirer in connection with a business or asset sale. TSIC is under no obligation to post or use any information you may provide and may remove any such information at any time in its sole discretion. By posting, uploading, inputting, providing or submitting such information, you represent and warrant that you are of legal contracting age, that you own or otherwise control all of the rights to such information as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such information and that such information does not infringe or otherwise violate any third party intellectual property or other right. Always use caution when giving out any personally identifying information about yourself or your children via any website. TSIC does not control or endorse the content, messages or information found in any communication sent by you to the site or to you from any third party and, therefore, TSIC specifically disclaims any liability with regard to such communications and any actions resulting from your participation in any such communication. Managers and
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IV. PROHIBITION ON SENDING URGENT OR CONFIDENTIAL COMMUNICATIONS OR CONTENT TO OR VIA THE SITE

You shall not send or otherwise cause to be delivered to or via the Site any communications or content that is confidential or that is urgent and/or requires a timely response. Issues of a confidential nature or that require a timely response should not be submitted to or via the Site or via any other online portal or communications means to TSIC, and TSIC shall have no obligation or liability with respect to any such communications or content. You shall indemnify TSIC from and against any claim, loss, expenses, damages or other liability of any kind arising from any such communications or content.

V. SITE SECURITY

You may not tamper with the Site, commit unauthorized intrusion into any part of Site or use the Site to intrude into any other site. Acts of interference, including but not limited to, password cracking, denial-of-service attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.) are prohibited. You are solely responsible for maintaining the confidentiality and security of your Site user log-in/password information, and shall not allow any third party to use same.

VI. DISCLAIMERS

TSIC does not warrant the accuracy or completeness of the information, graphics, text, links, or other material contained on this Site or with respect to any of the TSIC Services, and is not responsible for any errors or omissions in the content of this Site or any of the TSIC Services. TSIC shall have no liability for damages of any kind arising out of information on this Site. TSIC does not ensure that this Site is free of viruses or other harmful components.

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VII. GENERAL

You agree to defend, hold harmless, release and indemnify TSIC and its affiliates from any and all liability, claim, loss, damage or expense arising out of your breach or violation of any representation, warranty or obligation contained in these Terms, or otherwise in any way resulting from your use of the Site, the availability or unavailability of this Site or any content or TSIC Services provided on or via this Site. You agree to and hereby release and hold TSIC and its affiliates harmless from any claims relating to any action taken by TSIC as part of an investigation into a suspected violation of these Terms or as a result of its conclusion that a violation of these Terms has occurred.

These Terms are governed by the laws of the State of Florida, U.S.A. The United Nations Convention for the International Sale of Goods does not and shall not apply with respect to any use of the Site or any TSIC Services. You hereby consent to personal jurisdiction and venue in the state and federal courts located in Miami, Florida, U.S.A. in all disputes arising out of or relating to the use of the Site or any TSIC Services, and agree that any dispute or claim raised or made by you against TSIC relating to the Site or any TSIC Services shall be subject to arbitration before a single arbitrator in said venue in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You represent, warrant and covenant that you shall not use any TSIC Services in any location or for any person or purpose that would violate U.S. export control laws or any other applicable laws. Use of the Site and any of the TSIC Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation, this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and TSIC as a result of your agreement with these Terms or use of the Site or any TSIC Services. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the Terms as revised shall continue in effect. Unless otherwise specified herein, these Terms constitute the entire agreement between you and TSIC with respect to the Site and the information provided via the Site and any TSIC Services, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and TSIC with respect thereto. A printed version of these Terms and of any notice given in electronic form shall be admissible in any legal proceedings based upon or relating to these Terms to the same extent and
subject to the same conditions as other business documents and records originally generated and maintained in printed form.

VIII. REPORTING VIOLATIONS; ENFORCEMENT

Any party seeking to report any violations of these Terms may contact TSIC via e-mail: jlocke@tsic.org.

When TSIC becomes aware of an alleged violation of these Terms, TSIC may initiate an investigation. Depending on the severity of the violation, TSIC may, at its sole discretion, immediately restrict, suspend, or terminate your access to the Site and/or pursue other civil remedies. If such violation is a criminal offense, TSIC will notify the appropriate law enforcement agency of such violation.

IX. COPYRIGHT AND TRADEMARK NOTICES

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