

EDM COUNCIL WEBSITE TERMS OF USE

Last Modified: March 30,2018

Acceptance of the Terms of Use

These terms of use are entered into by and between you (“**you**” or “**your**”) and the Enterprise Data Management Council (“**Company**”, “**we**”, “**us**” or “**our**”). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, the “**Terms of Use**”), govern your access to and use of the edmcouncil.org website (the “**Website**”) including any content, functionality, and services offered on or through the Website, whether as a guest or an EDM Council member.

Please read the Terms of Use carefully before using the Website. **By using the Website you accept and agree to be bound and abide by the Terms of Use, including our [Privacy Policy](#) and our [Copyright Policy](#) (each such policy is incorporated herein by reference).** If you do not agree to these Terms of Use, you are not authorized to access or use the Website.

This Website is offered and available to users who are 18 years of age or older. Portions of this Website are restricted to EDM Council members. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website by you thereafter. However, any changes to any provisions hereof related to the resolution of claims or dispute (whether by litigation or arbitration) shall not apply to any litigation or arbitration proceeding already in progress at the time of such change.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to modify, amend or withdraw this Website, or any content, service or material provided on the Website, at any time in our sole discretion without notice. We do not guarantee availability of the Website at any particular time, and we expressly disclaim any and all liability if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to EDM Council members or other categories of users as we may determine in our sole discretion.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including, without limitation, if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display

enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution without our prior written consent.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: cmahoney@edmcouncil.org.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the terms EDM Council, FIBO®, EDMConnect™ DCAM™, EDM Talks™, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You shall not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.

You agree not to:

- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website or its use by others.

User Generated Content

Our EDMConnect™ technology offers Members a highly interactive experience which may

include Website message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**UGC**”) on or through the Website.

All UGC must comply with the Content Standards set out in these Terms of Use.

Any UGC you post to the site will be considered non-confidential and non-proprietary. By providing any UGC on the Website, you grant us and our licensees, service providers and other affiliates, and each of our and their respective successors, and assigns, the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any lawful purpose.

You represent and warrant that:

- You own or control all rights in and to the UGC and have the right to grant the license granted above to us and our licensees, service providers, and other affiliates and each of our and their respective successors, and assigns.
- All of your UGC does and will comply with these Terms of Use.
- You understand and acknowledge that you are responsible for any UGC you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- We are not responsible or liable to any third party for the content or accuracy of any UGC posted by you or any other user of the Website.

We have the right to:

- Remove or refuse to post any UGC for any or no reason in our sole discretion.
- Take any action with respect to any UGC that we deem necessary or appropriate in our sole discretion, including if we believe that such UGC violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.
- Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU

WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THEM DURING, OR AS A CONSEQUENCE OF, INVESTIGATIONS BY ANY OF THEM OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding UGC provided by any user or third party. We have no liability or responsibility to anyone for exercise or nonexercise of any right we may have with respect to UGC whether or not described in this section.

The following content standards apply to any and all UGC and other use of Interactive Services, and You are responsible for strict compliance with these standards and all applicable federal, state, local, and international laws and regulations in connection with your UGC. Without limiting the foregoing, UGC must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any UGC violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express prior written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed or associated with and otherwise in accordance with any additional

terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards applicable to UGC set forth in these Terms of Use.

You agree to fully cooperate with us in causing any unauthorized framing or linking to immediately stop. We reserve the right to withdraw linking permission without notice at any time and for any reason in our sole discretion.

We may disable all or any social media features and any links without notice at any time and for any reason in our sole discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We provide this Website for use only by persons located in a jurisdiction permitting such use. We do not represent that the Website or any of its content is accessible, appropriate or legal in all jurisdictions. You are solely responsible for compliance with all laws and regulations of the jurisdiction from which you access the Website.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS

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YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA,

AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) your violation of these Terms of Use or your use of the Website or its content (including without limitation your UGC), services, or products other than as expressly authorized in these Terms of Use, or (ii) your use of any information obtained from the Website.

Governing Law

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Jurisdiction and Venue

Any legal suit, action, or proceeding by you arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the United States federal district court for the State of Delaware. You consent to the jurisdiction of such court, agree that venue therein is convenient and proper, and waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. Notwithstanding the foregoing, we reserve the right to bring an action or proceeding against you as to any dispute or controversy in any court of competent jurisdiction.

Arbitration

Should you initiate any legal suit, action or proceeding (or otherwise assert any claim) against us, related to or arising out of the Website or these Terms of Use, including without limitation claims or disputes concerning the interpretation, violation, invalidity, non-performance, or termination of the Terms of Use or the operation (or non-operation) of the Website, We may, in our sole discretion, require You to withdraw any such suit, action or proceeding (if any) and submit such claim or dispute to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the law of the State of Delaware at a location in Delaware selected by the Arbitrators.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use constitute the sole and entire understanding and agreement between You and us regarding the Website and your access to and use thereof, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether written and oral, regarding the same.

Your Comments and Concerns

This Website is owned by EDM Council.

All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: cmahoney@edmcouncil.org.