

Terms of Use

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Connectivity Standards Alliance Membership Agreement

If you are a member of the Connectivity Standards Alliance, to the extent there is a conflict between these Terms and your Alliance membership agreement, the terms of the Alliance membership agreement shall control.

Privacy Policy

The Alliance Privacy Policy, as it may change from time to time, is a part of these Terms and may be found at www.csa-iot.org/privacy. You represent and warrant that you have read the Alliance Privacy Policy and consent to the collection, use and disclosure of your data and other information in accordance with such Privacy Policy. Further, if a party other than the Alliance receives your data or other information on or through the Site, you acknowledge such third parties are not bound by the Alliance Privacy Policy and such third parties may or may not have restrictions on their use of your information data and other information. You acknowledge the Alliance is not responsible or liable for the use of your data and other information, including personal or confidential information, by any third party.

No Unlawful or Prohibited Use

You warrant to the Alliance 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 which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

The Alliance reserves the right to investigate complaints or reported violations of these Terms and to take any action the Alliance deems appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities including relating to your profile, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

Links to Third Party Sites

The Site may contain links to third party websites that may offer useful information. These sites are not affiliated with the Alliance. The Alliance is not responsible for the content of such other sites and shall not be liable for any damages or injury arising from users' access to such sites. In addition, those sites are not subject to these Terms, the Alliance Privacy Policy, or any additional policies that the Alliance may implement from time to time. You are responsible for determining the applicable use terms and policies, if any, that may apply to your use of those sites.

Third Party Information and Materials

The site may contain information and materials that third parties have provided to the Alliance ("Third Party Content"). The Alliance does not independently verify Third Party Content, makes no representation as to its accuracy, and assumes no responsibility for your use of the Third Party Content and any consequences of that use, including, without limitation, any damages, injuries, or results that may result from its use. You understand that the information and opinions in the Third Party Content represent solely the thoughts of the author and are neither endorsed by nor does it necessarily reflect the Alliance's belief.

Use of Communications Tools

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Tools"). You agree to use the Communication Tools only to post, send and receive messages and material that are proper and comply with these Terms and are subject to the Alliance Privacy Policy. All submissions to the Site, including submissions using Communication Tools, constitute Third Party Content. By way of example, and not as a limitation, you agree that when using a Communication Tool, you will not:

- 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, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files 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 consents.

- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or computer system.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Tools specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Tool that you know, or reasonably should know, cannot be legally distributed in such manner.
- 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 contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Tools.
- Violate any policy, code of conduct or other guideline which may be applicable for any particular Communication Tools.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.
- The Alliance has no obligation to monitor the Communication Tools or content. However, the Alliance reserves the right to review materials posted to a Communication Tool and to remove any materials in its sole discretion. The Alliance reserves the right to terminate your access to any or all of the Communication Tools or Site at any time without notice for any reason whatsoever.

The Alliance 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 the Alliance's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Tool. The Alliance does not control or endorse the content, messages or information found in any Communication Tool and, therefore, the Alliance specifically disclaims any liability with regard to the Communication Tools and any actions resulting from your participation therewith.

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By posting, uploading, inputting, providing or submitting your information on a Communication Tool or the Site, you warrant and represent that you own or otherwise control all of the rights to such information including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the information.

No information that you post, upload to, input, provide or submit using a Communication Tool or to the Site is confidential information, and the Alliance is not obligated to treat it as such.

Account Registration

Access to certain features of the Site requires registration for a user account ("Account"). Accounts are issued to users in connection with the memberships of Alliance members. If you register for an Account, you must provide the Alliance with accurate, current, and complete information at the time of registration and

maintain the accuracy of such information throughout the duration of your Account. For example, if you register for an Account based on your employment with a specific Alliance member company, and then cease to be an employee of such specific Alliance member company, you must inform the Alliance and delete your Account or update your Account information for your new Alliance member company employer.

You must keep your login credentials confidential and may not authorize any third party to access your Account on your behalf. Each individual user may maintain only one Account, and you represent and warrant that you have not registered, and will not register, more than one Account per individual user. The Alliance may attribute all activity occurring under your Account to you, and you and your applicable Alliance member company are jointly responsible for all activities that occur under your Account.

You acknowledge and agree that: (a) your Alliance member company may request termination of your Account at any time; and (b) your Account and any content you post or submit through the Site ("Your Content") may be accessed by your Alliance member company or by other users within your Alliance member company without notice to you. You must notify the Alliance immediately if you become aware of any unauthorized use of your Account or any other security breach.

Your Account may not provide access to all features or services of the Site, depending on your Alliance member company's membership tier or other applicable criteria established by the Alliance. You agree not to attempt to access any features or services beyond the scope of the access privileges granted to your Account.

Limited Access Areas

Certain areas of the Site are password protected and available only to users whom the Alliance has given special access privileges. You agree that you will not attempt to access these areas unless the Alliance has provided you with access privileges and that you will not attempt to access materials and information within the limited access area that are outside of scope of the access privileges that the Alliance has granted you.

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These Terms shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to any conflict of law principles. You hereby consent to venue in and jurisdiction of the state and federal courts sitting in the State of California. Notwithstanding anything to the contrary, the Alliance shall have the right to elect in its sole discretion the forum for any lawsuit arising hereunder brought by the Alliance. Because you shall have access to the trademarks and other valuable proprietary materials of the Alliance, you agree that the Alliance shall have the right to enforce these Terms and any of its provisions by injunction (without being required to show any actual damage or to post an injunction bond), specific performance or any other equitable relief without prejudice to any other rights and remedies that the Alliance may have for the breach of these Terms.

If any provision of these Terms is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of these Terms shall continue in full force and effect. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

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Pursuant to 17 U.S.C. §512, Connectivity Standards Alliance has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your work has been used on the Site in a way that constitutes copyright infringement, please send the Alliance copyright agent, identified below, a notification of claimed infringement with all of the following information ("Notice of Infringement"): (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit the Alliance to locate the material on the Site; (c) information reasonably sufficient to permit the Alliance to contact you, such as an address, telephone number, and, if available, an e-mail address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature.

The Alliance's copyright agent for receiving all Notices of Infringement is as follows:

Connectivity Standards Alliance Privacy Officer

Connectivity Standards Alliance
508 Second Street, Suite #109B
Davis, CA 95616, USA
Telephone: +1.530.564.4565
E-mail: privacy@csa-iot.org

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