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Welcome to the Cincinnati MBE Construction Collaborative. The following terms apply to your use of and access to this public website ("Website"), as well as any electronic transmission sent, received, posted, accessed, or stored on a Website..

### **COVERAGE OF THIS POLICY AND AGREEMENT**

These terms explain the policies that govern your access to and use of our Website, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable.

By accessing or using our Website, you agree to these terms and policies (collectively the "Policy and Agreement"), as we may modify it from time to time. If you do not accept and agree to comply with this Policy and Agreement, do not access or use our Website.

### **USER CONDUCT**

You may access and use our Website only for lawful purposes and consistent with our policies. Transmitting, distributing, or storing any material that violates any applicable law or our policies is prohibited. The materials available through this Website are the property of the Cincinnati MBE Construction Collaborative or its licensors, and are protected by copyright, trademark and other intellectual property laws. You may view, copy and print pages from the Website only: (1) for personal use, provided that you maintain all copyright, trademark, and other proprietary rights or notices; or (2) for communicating with about a company product or service. You may not otherwise use, reproduce, download, store, post, broadcast, transmit, modify, sell or make available to the public content from the Website without the prior written approval of the Cincinnati MBE Construction Collaborative.

The following is a non-exhaustive list of the kinds of conduct prohibited:

- **Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorized

copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.

- **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- **Advertising:** Using our Website to advertise or perform any commercial solicitation.
- **Illegal or Fraudulent Conduct:** Violating or encouraging conduct that would be considered a violation of any local, state or federal law, either civil or criminal. Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes). Impersonating another user, person or entity, including any official or employee of the Cincinnati MBE Construction Collaborative.
- **Harmful Content:** Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.

## **USER SUBMISSIONS**

Any communication or material you transmit through this Website, by electronic mail or otherwise, including any data, questions, comments, ideas, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by the Cincinnati MBE Construction Collaborative for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, we are free to use any ideas, concepts, know-how, techniques or other information contained in any communication you send us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. The Cincinnati MBE Construction Collaborative will not compensate you in any way for any such information, nor will the information be returned to you. Any such submission constitutes your irrevocable assignment and transfer, without additional consideration, to the Cincinnati MBE Construction Collaborative of all right, title and interest in all information included in the submission, including, but not limited to, all copyrights, trademarks or other intellectual property rights.

## **COPYRIGHT AND TRADEMARKS**

The materials available through this Website are the property of the Cincinnati MBE Construction Collaborative or its licensors, and are protected by copyright, trademark and other intellectual property laws. You may view, copy and print pages from the Website only: (1) for personal use, provided that you maintain all copyright, trademark, and other proprietary rights or notices; or (2) for communicating about a company product or service. You may not otherwise use, reproduce, download, store, post, broadcast, transmit, modify, sell or make available to the public content from the Website without the prior written approval of the Cincinnati MBE Construction Collaborative.

## **MAKING COPYRIGHT INFRINGEMENT CLAIMS**

The Cincinnati MBE Construction Collaborative respects the rights of copyright holders. If you are a copyright holder or agent and believe your work's copyright has been infringed, your notice of infringement must be provided to our Copyright Agent and include ALL of the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work(s) that you claim have been infringed and identification of the material in such work(s) that you claim to be infringing, or if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that Website;
- Identification of the material (sufficient to enable us to locate it) that you claim is infringing and that you want us to remove or disable access to;
- Information reasonably sufficient to permit us to contact you, such as your physical address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of the material identified in your notice is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the copyright owner.

## **LINKING TO THE WEBSITE AND CONTENT**

To ensure that information regarding your products and services is communicated accurately to the public, please adhere to the following linking guidelines:

- The Cincinnati MBE Construction Collaborative does not object to hyperlinking to the home page of the Website unless the hyperlinks dilute or tarnish any trade name or trademarks. You may not use any trademark, logo or other proprietary graphic to link to the Website (or for any other purpose) without the our prior written approval;
- The Cincinnati MBE Construction Collaborative does not approve of any deep linking. Do not bypass the home page of the Website to deep link to interior web pages;
- The Cincinnati MBE Construction Collaborative does not approve of inline linking or framing. Do not import content from the Website or link to images on servers on which the Website is hosted for the purpose of placing the content or images on any other web pages or sites; and
- The Cincinnati MBE Construction Collaborative does not approve of remote linking. Do not hyperlink any Website to sites that contain infringing or illegal content that could make the Cincinnati MBE Construction Collaborative susceptible to criminal prosecution or civil litigation in the United States or in a foreign venue.

## **LINKS TO THIRD-PARTY SITES**

The Website may contain links to other websites that are maintained by third parties over which the Cincinnati MBE Construction Collaborative has no control. These links are provided for convenience only. Use of these links will cause you to leave this Website and use of third-party websites is entirely at your own risk. The Cincinnati MBE Construction Collaborative makes no representation or warranty concerning any other site or the information, products or services offered or appearing on or through these sites. The Cincinnati MBE Construction Collaborative does not sponsor or endorse the operators of the sites or the content, products or services they provide, and the Cincinnati MBE Construction Collaborative is not responsible or liable for the conduct of the sites' operators, the content, availability, accuracy, quality, advertising, products, services or other materials offered at the sites.

## **WEBSITE SECURITY AND INTEGRITY**

You may not violate the security of our Website in any way. Such violations may result in criminal or civil liability. The Cincinnati MBE Construction Collaborative may, but is not obligated to, investigate any violation of our Website. The Cincinnati MBE Construction Collaborative may cooperate with law enforcement where criminal or unauthorized activity is suspected. Examples of Website security violations include, without limitation:

- **Hacking:** Unauthorized access to or use of our Website, data, or systems, including any attempt to probe, scan or test for vulnerability or to breach security or authentication measures without our express prior authorization.
- **Interception:** Unauthorized monitoring of data or traffic on our Website or systems without our express prior authorization.
- **Intentional Interference:** Interference with the ability of anyone else to use our Website.

## **DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE WEBSITE. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH THE WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." The Cincinnati MBE Construction Collaborative, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE WEBSITE. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. The Cincinnati MBE Construction Collaborative DOES NOT GUARANTEE THAT ITS WEBSITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF the Cincinnati MBE Construction Collaborative, AND ITS

AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL the Cincinnati MBE Construction Collaborative, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF THIS WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND (FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES) EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT YOU ARE ENTITLED TO DAMAGES FOR ANY CLAIM ARISING FROM THE USE OF THIS WEBSITE, YOU AGREE THAT THE AGGREGATE LIABILITY OF the Cincinnati MBE Construction Collaborative, ITS AGENTS, AND ITS LICENSORS, WILL NOT EXCEED THE GREATER OF AMOUNT YOU SPECIFICALLY PAID TO ACCESS THIS WEBSITE OR \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF the Cincinnati MBE Construction Collaborative, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless the Cincinnati MBE Construction Collaborative from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, transmit or make available through our Website; (5) your use of our Website; or (6) any of your acts or omissions.

### **GOVERNING LAW**

This Policy and Agreement is governed by and must be construed under the laws of the State of Tennessee, without regard to principles of conflicts of laws.

### **MODIFICATION AND TERMINATION**

We reserve the right to modify this Policy and Agreement at any time, effective upon its posting, as modified, on this Website. You agree to the Policy and Agreement, including any modifications, by accessing or using our Website. We may also terminate your access to this Website at any time and for any reason, with or without notice.

### **PRIVACY POLICY**

The Cincinnati MBE Construction Collaborative respects the privacy of visitors to our Website. Please take a few minutes to review our

<http://www.cincinnatiembeconstructioncollaborative.org/Privacy Policy.pdf>

## **MISCELLANEOUS**

Any failure to insist upon or enforce performance of any provision in this Policy and Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy and Agreement. The Cincinnati MBE Construction Collaborative may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.