



Terms of Use – Updated August 20, 2020

1.0 Applicability and Acceptance

- 1.1 The following Terms of Use (the “Terms”) apply to anyone accessing any part of any web Sites managed by the National Fluid Power Association (the “NFPA”).
- 1.2 By accessing the Sites, you agree to be bound by the Terms.
- 1.3 NFPA may modify the Terms at any time without notice.

2.0 Ownership of Content

- 2.1 Content provided by NFPA on the Sites is protected by copyright, trademark and other intellectual property rights, as applicable, and is owned by NFPA or licensed to NFPA by third parties. This content may include information, text, designs, graphics, pictures, video, photographs, messages, reviews, notes, applications, software, audio and other files or material.
- 2.2 You will not, without NFPA’s prior written consent, copy, publish, download, de-compile or modify any content provided by NFPA.
- 2.3 You are responsible for all content that you upload or post on the Sites or communicate to other users through the Sites. This content may include information, text, designs, graphics, pictures, video, photographs, messages, reviews, notes, applications, software, audio and other files or material. If you did not create the content that you post or otherwise make available to the Sites, it is your responsibility to ensure that you have the necessary consent from the owner of the content to use it on the Sites. You are responsible at your own cost for creating backup copies and replacing any content that you upload or post on the Sites.
- 2.4 You agree to indemnify NFPA against all claims and proceedings arising from infringement of any third party’s intellectual property rights as a result of content that you have posted on or made available on the Sites.
- 2.5 You agree to give NFPA a non-exclusive, transferable, royalty-free, worldwide license to use any content that you upload, post or otherwise make available on the Sites.
- 2.6 You agree not to upload, post or otherwise transmit any content that:
 - a. Includes personal information belonging to another person, such as home address, phone number or personal email address.
 - b. Is spam, such as advertisements for other websites and services, commercial solicitations, chain letters, pyramid schemes, polls or petitions.
 - c. Floods or “bombs” the Sites with excessive content.
 - d. Is libelous, fraudulent, unlawful, defamatory, pornographic, obscene, profane, racist, sexist, abusive, offensive, threatening, hateful, or otherwise objectionable.

- e. Discusses illegal activities or provides links to other web Sites containing such information.
 - f. Contains a virus, worm, Trojan horse, or other damaging or destructive components.
- 2.7 If you believe that any content displayed or made available on the Sites includes any of the above offenses, you agree to alert NFPA to the situation.
- 2.8 NFPA reserves the right to withdraw your content from the Sites at any time without notice.

3.0 User Accounts

- 3.1 When you use the Sites you may be able to set up an account that will allow you, among other things, to create threads/posts, contact other users using private messaging, perform searches and comment on other threads/posts. It is your responsibility to ensure that you have an appropriate web browser or any other technical requirements in place in order to access and make use of the Sites in this manner.
- 3.2 With regard to your user account, you agree to:
- a. Provide accurate, current and complete information about you and, if applicable, the company on whose behalf you are using the Sites.
 - b. Register yourself for only one account, and not to register on behalf of another individual or group.
 - c. Maintain and promptly update any information you provide to keep it accurate, current and complete.
 - d. Be fully responsible for all use of your account and for any actions that take place using your account.
- 3.3 You are responsible for the security and proper use of any user IDs, PIN numbers and passwords required for access and participation on the Sites, and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorized people.
- 3.4 Although NFPA provides security measures to prevent access by unauthorized users to the Sites, we do not guarantee that such security measures are fault free. You acknowledge that the Sites could be accessed by unauthorized users should they be able to break through or bypass our security measures.

4.0 Personal Data

- 4.1 NFPA collects anonymous information on visitors to the Sites. We use a third party service to record all server activity, which means that every page, image, or other type of file requested by your browser is written into a log file. Each entry in the log contains, among other things, information about the computer you are using to connect to the Internet and about your browser. We use aggregate data from the log file to determine

how the Sites' resources are being used and to refine it and the services NFPA provides. If the need arises, we may use the log files to trace the source of abusive or illegal activity. NFPA does not share log files with any outside party.

- 4.2 In your use of the Sites, you may be asked to share personal information about yourself, such as name, address, phone number and email address. If you choose to do so, you agree that NFPA may use and store such information in order to provide you with services you have requested and to alert you to NFPA news, activities, services and benefits. You also agree that NFPA may share that information with third party suppliers in order to perform those functions. You also agree that NFPA may share that information with other users of the Sites and in the professional networking activities of the association.
- 4.3 You may be asked to provide credit card or other payment information in order to access certain services provided on or through the Sites. NFPA will secure this information using a commercially accepted method of encryption and employ reasonable security measures to protect against its loss, misuse or alteration. NFPA does not guarantee that such measures are fault free. You acknowledge that the Sites could be accessed by unauthorized users should they be able to break through or bypass our encryption and security measures.
- 4.4 With respect to any personal information you upload, post or transfer to any third party on the Sites, you agree that you are acting as the data controller and that NFPA and any third party supplier to NFPA are acting as data processors. You agree to indemnify NFPA and any relevant third party supplier against all claims and proceedings arising as a result of personal information you have posted or made available on the Sites.

5.0 User Conduct

- 5.1 You agree not to use the Sites or any part of it to:
 - a. Act in any way that is unlawful or defamatory, in contravention of any license, third party rights, or in contravention of any guidance that NFPA may give to you.
 - b. Damage, disable, overload or affect the operation of the Sites.
 - c. Send unsolicited emails or communications to other users of the Sites.
 - d. Solicit or collect personal information of other users for directly commercial or unlawful purposes.
 - e. Solicit participation in public discussion, debate, comment or activity outside the Sites.
 - f. Provide false or misleading information about yourself or your business, or create a false identity.
 - g. Use or attempt to use another's account, service or system.
- 5.2 If applicable, when posting, commenting, or otherwise engaging in online discussions with NFPA and other users on the Sites, you agree to:
 - a. Comply with anti-trust laws. You will not discuss any competitively sensitive information, such as current or future prices, terms of service, discounts,

production or productivity rates, allocation of markets, profit levels, credit terms, or refusal to deal with a particular suppliers or customers.

- b. Stay on topic. You will keep all discussions focused and relevant, and you will not post anything that is solely for commercial purposes.
- c. Be courteous and respectful. You will not post inflammatory, derogatory, offensive, or otherwise inappropriate information about anyone or any organization. You will respect the privacy and intellectual property of others.

5.3 You are solely responsible for your interactions with other Sites users. NFPA reserves the right to (but has no obligation to) monitor disputes between you and other users.

5.4 NFPA takes any misuse of the Sites very seriously. You agree to take all necessary steps to make sure that you do not misuse the Sites. If NFPA reasonably believes that you have misused the Sites or any part of it, then NFPA may terminate your user account, remove your content, and/or suspend or terminate your access to the Sites without notice. NFPA will be under no obligation whatsoever to reinstate your access or account.

5.5 You agree to indemnify NFPA and any affected third party against all legal fees, damages and other expenses that we may reasonably incur as a result of your misuse of any part of the Sites.

6.0 Links to Other Websites

6.1 The Sites may contain links to other websites. NFPA is not responsible for the terms of use of any other Sites linked from the Sites.

7.0 Changes to the Sites

7.1 NFPA reserves the right to modify, edit, delete, suspend or discontinue, temporarily or permanently, without notice, the Sites (or any part of it) and/or the information, content, videos, materials, products and/or services (or any part of them) available through the Sites at any time.

8.0 Liability

8.1 NFPA does not guarantee that the Sites will be fault-free.

8.2 NFPA shall not be liable to you in contract, tort (including negligence), breach of statutory duty, or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other direct loss.

8.3 NFPA shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise for any damages, whether direct, indirect, consequential, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use,

business, wasted expenditure, loss of or damage to physical property, business interruption or for any other type of indirect or consequential loss or punitive damages.

8.4 NFPA disclaims all liability of any kind (including negligence) in respect of any third party product, application, services, content, or other material made available on, or which can be accessed using, the Sites or the validity of the provider of such product, services, content or other materials.

8.5 Each part of this clause operates separately. If any part of a clause is held by a court of competent jurisdiction to be unreasonable or inapplicable, the rest of the clause shall continue to apply.

9.0 Disclaimer of Warranties and Representations

9.1 NFPA excludes any and all warranties or representations whether express or implied, including without limitation any warranties or representations for merchantability, suitability, fitness for a particular purpose, non-infringement of proprietary rights or the accuracy or completeness of any NFPA or other third party products, services, content or any other material made available on, or which can be accessed using, the Sites, to the fullest extent permitted by law.