

## TERMS AND CONDITIONS OF USE FOR [www.nbase.org](http://www.nbase.org)

These Terms and Conditions of Use ("**Agreement**") govern the use of NBASE-T Alliance, Inc.'s ("**NBASE-T Alliance**") website at [www.nbase.org](http://www.nbase.org) ("**Site**") by you ("**You**" or "**User**"). YOUR USE OF THIS SITE INDICATES THAT YOU ACCEPT THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS. YOU AGREE THAT YOUR USE OF THE SITE IS CONDITIONED ON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS IN THIS AGREEMENT THEN YOU DO NOT HAVE ANY RIGHT TO USE THIS SITE AND YOU SHOULD EXIT THIS SITE AND NOT USE THE SITE. YOU SHOULD DOWNLOAD AND PRINT THIS AGREEMENT FOR YOUR RECORDS.

By visiting this Site, You agree to the following:

### **1. Access and Conditions of Use**

1.1 User's right to use this Site is subject to compliance with all terms in this Agreement. Within this Site, NBASE-T Alliance provides User with access to a variety of resources including, but not limited to, membership information, press releases and other general information about The Alliance ("**Resources**"). Your use of these Resources is subject to the terms of this Agreement.

1.2 As conditions to User's use of this Site, You agree that You will not:

(a) Modify, copy, distribute, transmit, display, perform, reproduce, publish, broadcast, license, create derivative works from, transfer or sell any information, software, products or services obtained from the Site;

(b) Use the Site for any unlawful purpose;

(c) Use any of the Resources in a manner that could damage, disable, overburden or impair any NBASE-T Alliance Server (as defined herein) or the networks connected to any Alliance Server. The "**Alliance Server**" means the computer software and/or hardware that serves the Site to users across the Internet, and which hosts the pages, scripts, programs, and multimedia files and serves them using a protocol designed to send files to users;

(d) Attempt to gain unauthorized access to any of the Resources or Alliance Server through hacking, password mining or other unauthorized means;

(e) Obtain or attempt to obtain any materials or information not intentionally made available through the Resources;

(f) Use any robot, spider, other automatic device or manual process to monitor, deep link with or copy the Site's web pages or any of the Site's content; and

(g) Upload files, other than as provided by the Resources, that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software or programs that may damage the operation of the Site or another computer.

1.3 User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or access the Site, including, without limitation, Internet connections, modems, hardware, software, and long distance or local telephone service.

### **2. User Registration, User IDs and Passwords**

If any of the Resources require You to register on this Site, You must complete the registration by providing current, complete and accurate information as prompted by the registration form. You may also receive a user ID and password. You are entirely responsible for protecting and maintaining the confidentiality of your user ID and password as well as all activities that occur under your account. You agree to immediately notify NBASE-T Alliance of any unauthorized use of your account. The Alliance will not be liable for any loss that You may incur as a result of an unauthorized use of your user ID or password. However, You could be held liable for losses incurred by NBASE-T Alliance due to an improper use of your user ID or password. You may not use any other person or entity's user ID or password at any time.

### **3. Copyrights and Other IP Rights; Reservation of Rights.**

3.1 The Alliance's policy is to respect the copyright and intellectual property rights of others. The Alliance has the right to (i) terminate a User's use of this Site if User infringes upon the copyright or intellectual property rights

of others, and (ii) remove any content from the Site that, in NBASE-T Alliance's opinion, may infringe the copyright or other intellectual property rights of any third party.

3.2 This Agreement shall not be interpreted to transfer any rights in any intellectual property from NBASE-T Alliance to User other than the limited right to use the Site as set forth herein.

4. **Submissions.** You agree that any information, feedback, questions, comments and related materials that you provide to NBASE-T Alliance in connection with your use of this Site ("**Submissions**") are provided to NBASE-T Alliance on a non-confidential and non-proprietary basis. The Alliance shall have no obligations to You of any kind with respect to any Submissions and shall be free to reproduce, use, disclose and/or distribute any Submissions for any purpose whatsoever, without limitation.

5. **Privacy Policy and Other Policies Governing this Site.** The Alliance's Privacy Policy and any other terms and conditions of use that govern this Site as may be more fully set forth on the Site are hereby incorporated into this Agreement by this reference and User agrees to comply with the same at all times.

6. **Links to Third Party Sites.** As a convenience, the Site may provide links to other web sites that are not owned or controlled by NBASE-T Alliance ("**Third Party Websites**"). The Alliance does not control Third Party Websites and is not responsible for the content in Third Party Websites or in any links contained in a Third Party Website or for any changes or updates to any of these sites. Any link from this Site to a Third Party Website does not constitute or imply any endorsement or recommendation by NBASE-T Alliance. Your visit to any Third Party Website is subject to the terms and conditions of that Third Party Website and User should refer to each Third Party Website's specific terms.

7. **No Warranty.** THE SITE, THE RESOURCES AND THE MATERIALS IN THE SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ALLIANCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE ALLIANCE DOES NOT REPRESENT OR WARRANT THAT THE RESOURCES OR MATERIALS IN THIS SITE, INCLUDING WITHOUT LIMITATION ANY INFORMATION ABOUT THE ALLIANCE PROVIDED BY THIRD PARTIES, ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. THE ALLIANCE DOES NOT REPRESENT OR WARRANT THAT THIS SITE OR IT'S THE ALLIANCE SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. The Alliance does not guarantee continuous, uninterrupted or secure access to its Resources, and operation of the Site may be interfered with by numerous factors outside of the control of NBASE-T Alliance, including, but not limited to, telecommunications network disruptions.

8. **Limit of Liability.** IN NO EVENT SHALL THE ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER FROM THE LOSS OF USE, DATA OR PROFITS, WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION. This Site may contain information which is targeted to a wide range of audiences and could contain details or information otherwise not accessible or valid in your country. Please be aware that NBASE-T Alliance does not take any responsibility for accessing such information which may not comply with any legal requirements, processes, regulations, registrations or usage requirements in your country.

9. **Changes to this Agreement.** Once User begins to use this Site, The Alliance may modify this Agreement at any time and from time to time and User will thereafter be bound by the version of this Agreement that is in effect at the time User visits this Site. Any use of this Site by User thereafter shall be deemed to constitute acceptance by User of the amendments.

10. **Termination.** In addition to any other rights, NBASE-T Alliance reserves the right, without notice and in its sole discretion, to terminate your use of this Site and to block or prevent further access to and use of this Site by You.

11. **Governing Law.** The Agreement will be construed and controlled by, and any dispute arising from the terms of this Agreement shall be governed by, the laws of the State of Delaware.

12. **Entire Agreement, Severability; Non-Waiver.** This Agreement, along with the Privacy Policy and any other policies governing this Site as referenced in Section 5 of this Agreement, constitutes the entire agreement

between the parties with respect to the subject matter hereof. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and the enforceability of the remaining provisions. The failure of NBASE-T Alliance to insist upon or enforce strict performance of any of these provisions or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of NBASE-T Alliance's right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same will be and remain in full force and effect.

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**Questions and Contact Information.** If you have questions about the terms of this Agreement, please send and email to the Site Administrator at [info@nbaset.org](mailto:info@nbaset.org).