

Terms of Use

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We may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features or services, at any time. We may remove, modify or otherwise change any content, including that of third parties, on or from the Site. We may impose limits on certain features and services or restrict your access to all or any part of the Site without notice or liability. We may terminate your use of the Site at any time in our sole discretion.

These terms apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with us or any affiliated company.

1. Proprietary Rights

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2. User Conduct - General

In using the Site, you agree:

1. not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked websites;
2. not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked websites;
3. not to upload, post, or otherwise transmit through or on the Site any viruses or other harmful, disruptive or destructive files;
4. not to use or attempt to use another's account, service or system without authorization from iInnovate, or create or use a false identity on the Site;
5. not to transmit through or on the Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings; and
6. not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access.

In addition, you agree that you will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on the Site. The Site is controlled and operated in the United States. If you are in a jurisdiction which restricts you from accessing the Site, do not access or use the Site. We make no representation that the Site is appropriate or available for use outside the United States.

3. Communications On and Through the Site

Except as otherwise provided in Section 4 below, you agree that any communications you transmit to us, including, questions, comments, suggestions, ideas, plans, notes, drawings, or other material or information (collectively, "Information"), are non-confidential and upon transmission of such Information to us via email or other means you grant to iInnovate an irrevocable, non-exclusive, royalty-free, sublicensable, worldwide license (including but not limited to a copyright license) to use such Information in any media for any purpose.

4. Privacy Statement

You acknowledge and agree that we may use the data collected in the course of our relationship for the purposes identified in our Privacy Policy, which is incorporated by reference as if fully set forth in these terms.

5. Links and Third Party/User Content

Links to Other Websites. The Site contains links to other websites, including links to access or interact with third-party services unaffiliated to us, such as LinkedIn and Facebook. We do not control the privacy practices of these third-party services. These links are provided as a convenience and do not constitute an endorsement, sponsorship or recommendation by us of -- or responsibility for -- the linked websites or any content, services or products available on or through such sites.

Links from Other Websites. All links to the Site must be approved in writing by us, except that we consent to links in which:

1. the link is a text-only link containing only the title of the home page of the Site,
2. the link “points” only to the home page of the Site and not to deeper pages,
3. the link, when activated by a user, displays this home page of the Site full-screen and not within a “frame” on the linked website, and
4. the appearance, position, and other aspects of the link does not
 - o create the false appearance that an entity or its activities or products are associated with or sponsored by iInnovate or our affiliates, or
 - o be such as to damage or dilute the goodwill associated with the name and trademarks of iInnovate or our affiliates. We reserve the right to revoke this consent to link at any time in its sole discretion.

Third Party Content. The Site may from time to time contain material, data or information provided, posted or offered by third parties. You agree that neither iInnovate nor our affiliates will have any liability whatsoever to you for any such third party material, data or information.

User Content. The Site may allow you and other third parties to post data, text, opinions, advice, statements, reviews, comments, photographs, and other materials and information that will be accessible by users of the Site (“User Content”). All User Content is the sole responsibility of the person from whom the User Content originated and not of iInnovate, or its affiliates, members, managers, directors, officers, or employees. We may review and delete any User Content, in whole or in part, that in our sole judgment violates these terms or that might be offensive, illegal, or that might violate the rights of or harm any third parties. Nonetheless, under no circumstances will iInnovate or our members, directors, officers, or employees be held liable for any loss or damage caused by your reliance on User Content obtained through the Site. It is your responsibility to evaluate the User Content available through the Site. Although User Content will not be pre-screened or reviewed, we reserve the right to refuse or delete any User Content.

6. User Responsibility for Account Information

In order to access certain portions of the Site, you will require a username, password, and/or other security-related access information (collectively, "Account Information"). You are solely responsible for maintaining the confidentiality of, and ensuring that proper security precautions are taken with respect to your Account Information. You are also responsible for all unauthorized access, use or misuse of the Site, services available through the Site and/or iInnovate Content due to your direction or lack of direction, control, lack of care in protecting Account Information, or failure to comply with these terms. Each membership or registration is for a single user only. We do not permit access through a single username and password being made available to multiple users on a network. You may not transfer or share your Account Information with anyone or permit others to use your Account Information to access or use the Sites. You agree to (a) immediately notify us of any loss, theft or unauthorized use of any Account Information or any other breach of security pertaining to the Site, and (b) ensure that your complete membership or registration information, including your email address and personal contact information, is up to date. We will not be liable for any loss or damage arising from your or any third party's failure to comply with this section. We reserve the right to monitor your use of the Site and terminate or suspend your access to the Site without notice or further obligation to you if, in our sole discretion, we believe you are in violation of this section or other provisions of these terms.

7. Disclaimers

THE SITE AND THE IINNOVATE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THE SITE AND/OR ITS CONTENT IS AT YOUR SOLE RISK.

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SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL IINNOVATE OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE SITE OR ANY CONTENT CONTAINED ON THE SITE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF IINNOVATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

9. Claims of Copyright Infringement

We respect the intellectual property rights of others, and require that the people who use the Site do the same. It is our policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

- The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number, and email address;
- 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;

- A statement made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.
- If we receive such a claim, we reserve the right to refuse or delete material as described under these terms.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 ("DMCA") is:

iInnovate, LLC
1841 West Mercer Way
Mercer Island, WA 98040
Attn: Copyright Infringement

After receiving a claim of infringement, we will process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will take reasonable steps promptly to notify the user that we have removed or disabled access to such material.

Upon receipt of a proper counter notification under the DMCA, we will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that we will replace the removed material or cease disabling access to it in 10 business days. Unless our designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on the Site, we will replace the removed material and cease disabling access to it.

You may provide us with a counter notification by providing our copyright agent the following information in writing:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which we may be found and that you will accept service of process from the person who provided the initial notification of infringement.

10. General

Applicable Law

These terms will be governed by and construed in accordance with the laws of the State of Washington, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within King County, the State of Washington.

Other

These terms constitute the entire agreement between you and iInnovate governing your use of the Site. Should any provision in these terms be found invalid or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to these terms or your use of the Site must be filed within one year after it arose or be permanently barred.

Questions

Please direct any questions regarding these terms to inquiry@iinnovatenetwork.com, and put "Terms of Use Inquiry" into the subject line of your email.