

Clean Software Alliance Website Terms of Use

Last Revised: _____

Welcome to the <http://cleansoftware.net/> website, which is owned and operated by the Clean Software Alliance (“CSA” or “us” or “our” or “we”). These Terms of Use (the “Terms”) are the legal agreement between you (“you” or “your”) and the CSA for your use of our website (the “Website”).

BY ACCESSING AND/OR USING THE WEBSITE, YOU APPROVE THAT YOU HAVE READ, UNDERSTOOD AND THAT YOU AGREE TO BE BOUND BY THESE TERMS INCLUDING THE TERMS OF OUR PRIVACY POLICY (available at: <http://cleansoftware.net/privacy>).

IF YOU HAVE ANY OBJECTION TO THESE TERMS, YOU SHOULD NOT CONNECT TO, ACCESS OR USE THE WEBSITE IN ANY MANNER WHATSOEVER.

In order to use our Website you must be at least thirteen (13) years old and possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law.

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our Privacy Policy available at <http://cleansoftware.net/privacy> (“Policy”), which these Terms incorporates by reference.

1. THE WEBSITE

The Website provides you with information regarding the CSA, as well as certain services, including without limitation notice of upcoming events, a member’s forum, contact information, designs and graphic user interface (together, the “Content”).

2. SIGNUP PAGE

In order to access some of the features on our Website, currently the Forum, you will need to register to the Website. The registration process will require your name, e-mail address and a designated password (the “Signup Page”). You agree that you will not use a false name or email, nor impersonate another person when registering for use of the Website. You will not share or disclose your password to any third party, nor allow any third party to use your password to gain access to the registered users features. We may refuse, terminate or suspend your registration at any time.

3. RESTRICTIONS

You agree and undertake not to: (a) use the Website and/or Content for non-personal or commercial purposes; (b) use the Website and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (c) remove or disassociate, from the Content and/or the Website any restrictions and signs indicating proprietary rights of the CSA or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (d) interfere with or disrupt the operation of the Website or the servers or networks that host the Website, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (e) interfere with or violate users’ rights to privacy and other rights, or harvest or collect personally identifiable information about users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Website and retrieve, index and/or data-mine information; (f) bypass any measures we may use to

prevent or restrict access to the Website; (g) falsely state or otherwise misrepresent your affiliation with any person or entity; (h) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to our proprietary rights, including our Intellectual Property (as defined below), in any way or by any means; (i) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by us on or through the Website, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) make any use of the Content on any other Website or networked computer environment for any purpose without our prior written consent; (k) transmit or otherwise make available in connection with the Website any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (l) frame or mirror any part of the Website without our prior express written authorization; (m) create a database by systematically downloading and storing all or any of the Content from the Website; (n) sell, license, or exploit for any commercial purposes any use of or access to the Website and/or Content (o) use the Website for any purpose for which the Website is not intended; and/or (p) infringe and/or violate any of the Terms.

You acknowledge and agree that your failure to abide by the provisions herein may result in the termination of your access to the Website and\ or expose you to civil and/or criminal liability (at our sole discretion).

4. CHILDREN

In order to use the Website you must be over the age of thirteen (13). We reserve the right to request proof of age at any stage so that we can verify that children under the age of thirteen (13) are not using the Website. If we become aware that a child under the age of thirteen (13) is using the Website, we will prohibit and block you from accessing the Website and will make all efforts to promptly delete any information with respect thereto.

5. INTELLECTUAL PROPERTY

You acknowledge and agree that the Website, the Content (including any revisions, modifications and/or upgrades thereto, accompanying materials, and any copies thereof) and all right, title, and interest, including associated intellectual property rights to the same, are owned by us. In addition, any and all copyrights, trade secrets, designs or trademarks, evidenced by or embodied in and/or attached or connected or related to the Website, are and shall remain owned solely by us and/or our licensors. You shall not acquire any right, title or interest in or to the Website. We hereby grant you a limited, revocable right of use in accordance with these Terms. Nothing in these Terms constitutes a waiver of our intellectual property rights under any law.

If you provide any feedbacks to the Website (“Feedback”), we shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any CSA current or future services and use same for any purpose, all without your approval and\or further compensation to you. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant

that your Feedback is not subject to any license terms that would purport to require us to comply with any additional obligations with respect to any current or future services that incorporate any Feedback.

6. DISCLAIMER

YOU AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, FUNCTIONAL, UNINTERRUPTED, SECURE, ACCURATE, COMPLETE AND ERROR-FREE.

7. LIMITATION OF LIABILITY

7.1 YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT HAVE ANY LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO US, IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE WEBSITE. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY DISSATISFACTION WITH THE WEBSITE IS TO IMMEDIATELY CEASE USE OF THE WEBSITE.

OUR TOTAL LIABILITY TO YOU UNDER OR IN CONNECTION WITH YOUR USE OF THE WEBSITE SHALL NOT EXCEED ONE U.S DOLLARS (US\$1.00).

7.2 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, OR OTHERWISE), SHALL WE OR ANY OF OUR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES.

7.3 YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE WEBSITE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. 7.4 In some jurisdictions exclusion or limitation of incidental or consequential damages are not permitted, This limitation and exclusion shall apply to the fullest extent permitted by law.

8. INDEMNIFICATION

You hereby indemnify, defend, and hold us and our directors, officers, and employees, harmless from any and all claims, suites, costs, damages, losses, liability, and expenses (including reasonable attorneys' fees and other legal expenses) that arise out of or are incurred as a result of your use of the Website, or your violation of these Terms.

9. TERMINATION

We may terminate your use of the Website at any time without reason or prior notice and in our sole discretion, in addition to any other remedies that may be available to us under any applicable law.

10. GOVERNING LAW AND JURISDICTION

These Terms will be governed by, construed and enforced in accordance with the laws of the State of New York, New York without regard to its conflicts of law principles or provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is specifically excluded of these Terms. Any disputes arising out of or in connection with these Terms shall be finally exclusively settled by binding arbitration of the American Arbitration Association (the “AAA Rules”) by one arbitrator appointed in accordance with the AAA Rules (the “Arbitrator”). The arbitration shall take place in New York, New York, and shall be conducted in the English Language. The arbitration shall be conducted on a confidential basis. The award passed by the Arbitrator shall be final and binding. Nothing contained herein shall prevent us from applying to any court of law in order to obtain injunctions, equitable relief or any equivalent remedy, against you, in order to restrain the breach of any restrictive covenants pursuant to these Terms. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.

11. RELATIONSHIP

These Terms do not create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

12. ASSIGNMENT

We may assign or transfer these Terms to a third party without your consent or prior notice to you. You may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent. any attempt to do so will be null and void.

13. CHANGES

At any time, we may, at our sole discretion and without prior notice to you, modify, add to or delete any provision herein, the Content and/or the Website. We will provide notice of modifications we view as substantial, on the homepage of the Website and/or we will send you an e-mail with updates of such changes to the e-mail address that you may have provided us with. Otherwise, all other changes to these Terms are effective as of the stated “Last Revised” date. Your continued use of the Website, following any change or modification to these Terms, will constitute acceptance of, and agreement to be bound by, those changes. If any modification to these Terms is not acceptable to you, please stop using the Website.

14. GENERAL

If, for any reason, any provision of these Terms is determined to be unenforceable in whole or in part, the provision shall be revised to make it enforceable and the remainder of this Agreement shall be enforced to the fullest extent possible. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

15. CONTACT US

In case of any questions, concerns or claims regarding these Terms, please contact us at: support@cleansoftware.net. You agree that all correspondence relating to these Terms shall be written in the English language.