

EngineerUp, LLC

Website Terms of Use

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By accessing, browsing, submitting information to and/or using the Website, you agree and acknowledge on your own behalf (or on behalf of the organization that you represent) (referred to throughout the Terms as “you”) that you have read, understand and agree to be bound by these Terms and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives. **If you do not agree to these Terms, please do not use the Website.**

Purpose of the Website. The Website is provided primarily for informational purposes, to connect website visitors to engineering professionals and companies (“Engineers”) and to enable communication between you and the Engineers. The information provided is intended to be general in nature and does not necessarily address all the terms, exclusions, and conditions applicable to our services. Any information you provide or that is collected by the Company through the Website shall be handled in accordance with the Website’s Privacy Policy, which is hereby incorporated by reference.

Online Purchases and Membership Subscription and Other Terms and Conditions. All purchases through our Website for the sale of services, information or membership subscriptions are governed by our EngineerUp Membership Terms of Use, which is hereby incorporated by reference.

Use of the Website. The Company grants you a non-exclusive right to access and use the Website and the data, material, content or information herein (collectively, the “Content”) solely for your own personal use. Your right to access and use the Website shall be limited to non-commercial purposes unless you are otherwise expressly authorized by the Company to use the Website for commercial purposes. You agree to use the Website only for lawful purposes, comply with all rules governing any transactions on and through the Website and comply with applicable laws.

Limitation of Company Services.

Information Provided on the Website is for Convenience Only

We do not warrant the accuracy, completeness, or usefulness of content or information provided by us or any Engineers at any particular time. Any reliance you place on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such content by you or any other visitor to our Website, or by anyone who may be informed of any of its contents.

No Representations or Warranties Related to Engineers or Services Provided by Engineers

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as complete, accurate, up-to-date or conclusive of the individual's or entity's suitability as an engineering professional. Engineers are not employees or otherwise affiliated with the Company, and therefore the Company does not control, monitor, supervise, or oversee the quality, timing, hours, pay, legality, or any other aspect of services delivered by Engineers. You are required to conduct your own diligence to ensure that an Engineer is qualified for your own purposes and in compliance with applicable law.

User Account Responsibility. If you are given or create a password to access the Website, you are responsible for maintaining the confidentiality of your account and your password. You are responsible for all activities that occur under your account and you agree to notify the Company immediately of any unauthorized use of your account. The Company is not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

Prohibited Uses. You agree that you will not:

- Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of them/it;
- Attempt to gain unauthorized access to any Website account, computer systems or networks associated with the Company or the Website;
- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by the Company;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

Third-party Websites. The Website may contain links to websites controlled or operated by persons and companies other than the Company ("**Linked Sites**"). Linked Sites are not under the control of the Company, and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the website or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who support the Company or are identified in the Website, including any delivery of and payment for goods and services.

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You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the Website. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, the Company or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use.

Questions regarding the use of any intellectual property provided on the Website should be directed to contact@engineer-up.com.

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Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS OR MEMBERS, EMPLOYEES, AFFILIATES OR THIRD-PARTY LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF INFORMATION OR PROGRAMS ON YOUR DATA HANDLING SYSTEM, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES, WEBSITE, OR THE DATA, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF THE COMPANY OR ITS THIRD-PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT MAY ARISE, WHETHER KNOWN OR UNKNOWN, IN CONNECTION WITH AND AGREEMENT FOR OR PROVISION OF SERVICES BY AN ENGINEER TO A WEBSITE VISITOR. BY ACCESSING THE WEBSITE SUBJECT TO THESE TERMS, YOU UNDERSTAND THAT YOU ARE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST MATERIALLY AFFECT HIS OR HER SETTLEMENT WITH THE DEBTOR."

Indemnity. You agree to defend, indemnify and hold harmless the Company and its affiliates, licensors and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, any use of the Website Content, services, or products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

Termination and Restriction of Access. In its sole discretion, the Company may terminate or suspend your access to the Website for breach of these Terms. The Company shall not be liable for any losses or damages arising from any such termination of service.

Arbitration. At its sole discretion, the Company may require you to submit any disputes arising from use of the Website, or breach of these Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Indiana law. By using the Website, you hereby consent to submission of any dispute to be final and binding arbitration. In the event the Company does not require arbitration, the parties agree to that a dispute arising from or relating to these Terms will be brought and tried in the federal or state courts located in Indianapolis, Indiana.

Limitation on Time to File Claims. Any cause of action or claim you may have arising out of or relating to these Terms or the Website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

Governing Law & Jurisdiction. These Terms are governed by the laws of the State of Indiana, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Indianapolis, Indiana, U.S.A. in all disputes arising out of or relating to the use of the Website.

Changes to these Terms. The Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Company. The effective date of any Terms will be reflected in the "Last Revised" entry at the top of these Terms. Your continued use of the Website after any such change is communicated shall constitute your consent to such change(s).

General. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms or use of the Website. You may not assign these Terms without the prior written consent of the Company in all instances. The Company may assign these Terms, in whole or in part, at any time. The Company's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by the Company with respect to such use.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

These Terms, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and the Company with respect to the Website, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Company. A printed version of these Terms and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Company Contact Information. Questions can be directed to the Company at: contact@engineer-up.com.