

## Windustry Terms and Use Agreement

Use of the Windustry website and its services are subject to the following Terms of Use Agreement (“TOU”). Windustry reserves the right to update the TOU at any time without notice. By using the website or services you acknowledge and agree to these limitations as set forth.

### **DESCRIPTION OF SERVICES**

Windustry provides you with access to a variety of resources (“services”) including general information, message and/or communication facilities, calendars, downloads and may include a Members Only section that can be accessed only by Windustry staff and members. The services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to the TOU.

### **USE OF CONTENT**

Use of Windustry content (documents, whitepapers, graphics, logos, software, forums, etc) is for informational purposes. You may not modify any content, create derivative works from, transfer or sell any information, products or services obtained from Windustry unless expressly permitted by Windustry. Elements of Windustry websites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. Content other than that belonging to Windustry is licensed or otherwise published by Windustry with the permission of the owner of the material. All rights in such materials are reserved to the respective owners.

### **PHOTO USE**

In some situations, with expressed written permission, Windustry does permit the usage of Windustry photos. To request permission [email](#) Windustry with the image being requested and a detailed description of how the image will be used. All image use must acknowledge Windustry. Windustry trademarked posters may not be reproduced or duplicated.

### **DOCUMENT DISTRIBUTION**

Windustry encourages the use of its documents and resources for educational purposes. Information from the website may be printed and distributed, pending content is not altered, credit is given to Windustry and these materials are not sold for a profit.

### **LIMITS OF LIABILITY**

Windustry makes no warranties or representations of any kind that the services provided by this website or any linked site will be uninterrupted, error-free, or that the site or the server that hosts the site are free from viruses or other forms of harmful computer code.

### **EXTERNAL LINKS**

Links to other websites do not imply an endorsement of the materials disseminated at those websites, nor does the existence of a link to another site imply that the organization or person publishing at that site endorses any of the materials at this site. Links to other

websites are provided by Windustry as a convenience to its users. Windustry is not responsible for the materials contained at any website linked to this site.

### **UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the services, you will not use the services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the services in any manner that could damage, disabled, overburden or impair any Windustry website, or interfere with any other party's use and enjoyment of the services. You may not attempt to gain unauthorized access to any services, computer systems or networks connected to any Windustry server or to any of the services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or informality through any means not intentionally made available through the services.

### **USE OF FORUM**

The discussion areas on the Windustry website are intended to encourage discussion and interaction between members of our community. By using the forum you agree to use the communication services only to view and post messages and material that are proper and, when applicable, related to the particular communication services. To eliminate spam, you must register and be logged in to post comments. We strongly suggest you preview your comments before submitting them.

The forum is intended to be a welcoming, respectful and safe space for all participants. We ask all participants to be mindful of their comments and keep the tone of their posts compatible with the welcoming, respectful and safe nature of our forum. This doesn't mean you can't have a strong opinion. In fact, we welcome strong opinions, but simply ask that you be respectful to others are you express it.

Opinions stated in comment areas on the Windustry website express the views of the author and not necessarily those of Windustry. You remain solely responsible for the content of your comments. You agree to indemnify and hold harmless Windustry and its agents with respect to any claim based upon transmission of your message(s).

By way of example, and not as a limitation, you agree that you will not:

1. Use the forum in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages.
2. Post event notices. If you wish to advertise an event or meeting, you may submit your request to be included on our calendar via [email](#).
3. Advertise or offer to sell or buy any goods or services.
4. Publish post, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
5. Use any material or information which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party.
6. Provide links to files that contain viruses, Trojan horses, worms, time bombs, corrupted files or any other similar software or programs that may damage the operations of another's computer or property of another.

7. Restrict or inhibit any other user from using and enjoying the forum. Violate any code of conduct or other guidelines which may be applicable for any particular services.
8. Violate any applicable laws or regulations.
9. Create a false identity for the purpose of misleading others.

Windustry reserves the right to review materials posted to the forum and to remove or edit any material at its sole discretion. Windustry reserves the right to terminate your access to any or all of the services at any time, without notices, for any reason whatsoever.

Any user who feels that a posted comment is offensive is encouraged to contact us [via email](#) or by calling 612-870-3469.

Always use caution when giving out any personally identifiable information in any service. Windustry does not control or endorse the content, messages or information found in any communication service and, therefore, Windustry specifically disclaims any liability with regard to the forum and any actions resulting from your participation in any communication service.

If you have any questions about what is appropriate for our comment areas, please contact us [by email](#) or at 612-870-3469.