

## **Terms and Conditions**

### **Introduction**

The following Terms and Conditions (“Terms”) are provided by Society of Cable Telecommunications Engineers Inc. (“SCTE”, “we”, “our”, or “us”) and our international arm International Society of Broadband Experts (“ISBE”). Please read the Terms carefully before visiting our website located at [scte.org](http://scte.org) (the “Website”), and any other website operated by SCTE and/or ISBE, or participating in any online features, products, services and/or programs, including our online courses and educational and certification resources, offered by us (individually and collectively, with the Website, the “Web Properties”). These Terms apply to all of our Web Properties.

By using this Website or any of our other Web Properties, you agree to accept these Terms. You must not use this Website or the other Web Properties if you disagree with or will not agree to abide by the Terms.

You affirm that you are at least 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. Minors or people under the age of 18 years old are not allowed to use this Website or the other Web Properties.

### **Copyright and Intellectual Property Rights and Restrictions**

This Website and its entire contents, and our other Web Properties, are protected by copyright, trademark, and other applicable laws and treaties under which SCTE, ISBE and its affiliates operate. You may not use the Web Properties in ways that might violate our intellectual property rights, harm our systems or abuse other users on the Website. We retain all rights regarding our trademarks, trade names, brand names, service marks and trade dress, and all associated logos or images (the “Marks”). The Marks are registered or common law trademarks of SCTE, and/or our affiliates, or intellectual property that we are legally permitted to access and use.

You may not (a) copy, or permit any copying, reproduce, publish, transmit, distribute, perform, post, modify, create derivative works from, sell, license or otherwise exploit the Website or any of its content or our other Web Properties, or (b) access or use the Web Properties for any competitive or commercial purposes. You are granted a limited license only for purposes of viewing the material contained on the Website and downloading materials that are made available to users who have access to restricted areas of the Website, if applicable.

### **General Restrictions**

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Web Properties in any way that is or may be damaging;
- using this Website in any way that impacts user access to this Website;

- using the Web Properties contrary to applicable laws and regulations, or in any way may cause harm to the Website, to us, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the Web Properties; or
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you, and SCTE may further restrict access by you to any areas of this Website, at any time, in our absolute discretion. For example, some areas of the Website may be reserved for board members and chapter leaders to host web chapter meetings, download materials or otherwise interact with other users.

### **Your Account**

You may need to set up an account to purchase certain services available through the Web Properties or to access certain members' only portions or other restricted areas of the Website. You may also be required to be logged in to the account and have a valid payment method associated with it. You are responsible for maintaining the confidentiality of your account information, including any user ID and password, and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password. We are not responsible for verifying your account information.

### **Payments and Billing**

You will need to provide SCTE with valid and updated credit card information or with a valid purchase order, order form, promo code, or alternative document reasonably acceptable to SCTE in order to access certain areas of the Website or purchase or use certain Web Properties. If you provide credit card information to us, you authorize us to charge such credit card for all purchased services. This includes charges for the initial subscription term and any renewal subscription terms, if applicable. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account.

You agree that you will pay for all products you purchase and that SCTE may charge your payment method for any products purchased and for any additional amounts (including any taxes and shipping fees, as applicable) in connection with your account. You are responsible for the timely payment of all fees and for providing SCTE with a valid payment method for payment of all fees.

We accept payment by MasterCard, Visa and American Express credit cards. Prices and payments are accepted in US currency only.

Your total prices will include the price of the product plus any applicable tax. The taxes will be based on the bill-to address and the tax rate in effect at the time you purchase the product.

All sales of products are final, unless a refund is approved by us.

Prices for products offered may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid as determined by SCTE.

## **Terminating the Web Properties**

We reserve the right to refuse service, terminate accounts, terminate your rights to use our Web Properties, remove or edit content, or cancel orders in our sole discretion.

We may suspend or terminate your account or cease providing you with all or part of the Web Properties at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms; (ii) you create risk of possible legal exposure for us; or (iii) our provision of services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, if we terminate your account, your license to use the Web Properties will terminate.

## **Privacy**

Personal information that you share will be handled in accordance with our Privacy Policy. Please review our [Privacy Policy](#) for an explanation of how we may use, share and safeguard the information that we collect from you in connection with the Web Properties, and your options regarding our use and sharing of such information.

## **Electronic Communication**

By using the Web Properties, you consent to receive electronic transactional communications from us. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

## **Security**

While we may provide reasonable precautions to protect your confidential information, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, interruption, interception or error.

## **No Warranties**

The Web Properties are provided "as is" and "as available," with all faults, and neither SCTE or ISBE provides no representations or warranties of any kind, either express or implied, related to the Website or the materials contained on this Website or our other Web Properties, including, without limitation, with respect to any delay, failure, interruption, or corruption of any data, or any other information transmitted in connection with the use of the Web Properties. You expressly agree that your use of the Web Properties is at your sole risk and you are not relying on any express or implied representation in choosing to use or access the Web Properties. We make no representations or warranty that the Web Properties will remain uninterrupted or error-free, that defects will be corrected, or that the web pages accessible through the Website are or will remain free from any viruses, worms, time bombs, drop dead devices, or other harmful components. We do not guarantee that you will be able to access or use the Web Properties at times or locations of your choosing, or that we will have adequate capacity for the Web Properties as a whole or in any specific geographic area.

Also, nothing contained on the Web Properties shall be interpreted as advising you. The information available on the Web Properties is intended to be a general information resource regarding the matters covered, but is not offered as investment, legal, accounting, tax, or other professional advice, and may not be tailored to your specific circumstance.

### **Links to Other Websites**

The Web Properties may contain links to third-party websites or services that are not owned or controlled by SCTE. SCTE has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that SCTE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

### **Limitation of Liability**

In no event shall SCTE, ISBE, or any of our officers, directors, employees, attorneys, agents, representatives, successors and assigns be held liable for anything arising out of, in any way connected with, or relating to your use of the Web Properties or any in-person training arising therefrom or relating thereto ("Training"). SCTE, ISBE, and our officers, directors, employees, attorneys, agents, representatives, successor and assigns shall not be held liable for any direct, indirect, incidental, special, exemplary, punitive, or consequential damages arising out of or in any way related to your use of the Web Properties, inability to use the Web Properties, or Training, including, but not limited to, any lost goodwill or lost profits. To the fullest extent permitted by applicable law, our entire liability to you shall be limited to the amount paid by you to us for or relating to the Web Properties within the prior 12 months, if applicable. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability will be limited to the greatest extent permitted by applicable law.

### **Indemnification**

You agree to defend, indemnify, and hold harmless SCTE, ISBE, and our affiliates, subsidiaries or parent company, and any of our respective officers, directors, administrators, agents, participants, attorneys, employees, executors, heirs, predecessors, successors, assigns, service providers, and other representatives, and each person acting by, through, under or in concert with such parties (collectively, the "SCTE Parties"), from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) assessed or incurred by us, directly or indirectly, with respect to or arising out of: your failure to comply with these Terms; your breach of your obligations under these Terms; your use of the rights granted hereunder, including, but not limited to, any claims made by any third parties; your violation of any law or the rights of a third party; any dispute or issue between you and any third party; any Waived Claims brought by any of the Waiving Parties; or your willful misconduct; in each case regardless of whether the Claims are caused in whole or in part by any negligence, actions or inactions of any of the SCTE Parties.

## **Covenant Not To Sue**

In consideration of our allowing you to use the Web Properties and take part in Training, by agreeing to these Terms, you, on behalf of yourself and your spouse, children, family members, heirs, executors, administrators, and representatives (collectively, the "Waiving Parties"), hereby waive, release, covenant not to sue, and forever discharge each of the SCTE Parties from and against any and all causes of action, liabilities, losses, claims, injuries, damages, costs, judgments, expenses and compensation, whatsoever, in law or in equity, whether known or unknown (collectively, the "Claims"), that in any way arise from or relate to (i) your use of the Web Properties or your participation in Training, and (ii) any materials, information, or facilities used in connection with the Web Properties or Training (collectively, the "Waived Claims"); in each case regardless of whether the Claims are caused in whole or in part by any negligence, actions or inactions of any of the SCTE Parties.

## **Feedback and Materials**

Subject to the provisions of the Privacy Policy relating to any personal information contained in such, you acknowledge and agree that all feedback, comments, and suggestions, including suggestions for improvements, enhancements, alterations, changes or revisions, or otherwise regarding the Web Properties that you provide to SCTE are assigned to SCTE, and you have no further rights therein or thereto. We may use (or not use) such information for whatever purpose we choose, without notice or compensation to you.

## **Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## **Revision of Terms**

SCTE is permitted to revise these Terms at any time as it sees fit, and by using the Web Properties you are expected to review these Terms on a regular basis to ensure your compliance (the date of the most recent revision to these Terms appears at the end of these Terms). Your continued access or use of the Web Properties after we post revised Terms constitutes your consent to be bound by the Terms, as amended.

## **Assignment**

SCTE is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Governing Law and Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of the State of New Jersey, and you submit to the non-exclusive jurisdiction of the state and federal courts located in the State of New Jersey for the resolution of any disputes.

## **Export Restrictions**

Any software and all underlying information and technology downloaded or viewed from any of the Web Properties by you may be subject to U.S. export controls, including the Export Administration Act and the Export Administration Regulations, and may be subject to export or import regulations in other countries. You are solely responsible for complying with all trade regulations and laws, both foreign and domestic, in your use and viewing of this Website and its entire contents, and our other Web Properties.

### **Contacting Us**

If you have any questions regarding these Terms, you may contact us using the information below.

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