

March 4, 2020

TERMS OF SERVICE FOR USE OF ARCHSLATE.COM

1. Acceptance of Terms. Welcome to archslate.com, a website of The ArchSlate Company, LLC, a Delaware limited liability company (“ArchSlate” or “we”). By using the archslate.com website (“Website”), you indicate your unconditional acceptance of the following Terms of Service (“Terms”).
2. Scope of Service. ArchSlate maintains this Website as a service to the user community that visits the site, subject to these Terms. The term “Website” includes all services and features available on archslate.com, including, without limitation: profile creation, job posting, job searches, job application, and file uploading. Users of this Website, both companies and individuals (“User”, “Users” or “you”), are responsible for obtaining any equipment and Internet service necessary to access Website and for paying any fees for equipment and service. We may alter, suspend, or discontinue this Website in whole or in part at any time and for any reason without notice. The Website may also periodically become unavailable due to maintenance, computer malfunctions, or other reasons.
3. Service Eligibility. The Website is not for use by anyone under the age of 16. To use the Website, you understand and agree that you are at least 16 years old, except where law requires that a User must be older than 16 to lawfully use this Website without parental consent. You also agree that you will create only one Website account, which will be in your individual or company name, except in cases where an individual, non-company User is also an owner, manager, director, officer, member, or is otherwise responsible for a company. In such cases only, two unique accounts may be created, one for the individual and one for the company. Creating a Website account with false information is considered a violation of these Terms, including accounts registered on behalf of other persons or companies, or on behalf of individuals under the minimum age of 16.
4. Website Content. The term “Content” means all information, text, files, images, data, links, software, or other material accessible through the Website, whether created by ArchSlate or provided by Users for display on the Website. ArchSlate provides a web-based platform that connects individuals and companies on one common web-based platform, with a particular focus on connecting architects and architectural firms. Among other things, the Website allows Users who create accounts to: create profiles, post job openings, and search for job applicants. The Website also allows individuals to create profiles, search job listings, and apply for jobs. Both individual and company Users can upload files to showcase past projects.

Users have a non-transferable, non-exclusive right to access and use the Content on the Website, subject to these Terms. ArchSlate reserves the right to make changes to document names and content, descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes.

Users, both individual and company, warrant and represent that they are the owners of the files provided under this Agreement and have the right to post their files on the Website. These files may be in the following formats: DWG, DXF, SKP, RVT, RFA, RTE, PLN, TPL, GSM, IFC, COBie, NWD, BIMx, 3DS, 3DM, and SHP. All Users shall hold harmless ArchSlate for any claims or actions alleging that uploaded files infringe on the proprietary rights of another User or a third party.

Content may be used solely for Users' informational purposes. No part of Website or Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose. No Content may be modified by any User, except Content uploaded by a User that the same User wishes to modify. Users may not modify or remove copyright, trademark, or other proprietary notices.

Nothing contained on Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms; or (b) with ArchSlate's prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this Website.

5. Prohibited Conduct. By accessing the Website or other service provided by ArchSlate, you agree to abide by the following standards of conduct. You agree that you will not, and will not authorize or facilitate any attempt by another person to use the Website to:
 - a. Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by ArchSlate in its sole discretion.
 - b. Use a name or language that ArchSlate, in its sole discretion, deems offensive.
 - c. Post defamatory statements.
 - d. Post hateful or racially or ethnically objectionable Content.
 - e. Post Content which infringes another's copyright, trademark or trade secret.
 - f. Post unsolicited advertising or unlawfully promote products or services.
 - g. Harass, threaten or intentionally embarrass or cause distress to another person or entity.
 - h. Impersonate another person.
 - i. Promote, solicit, or participate in any multi-level marketing or pyramid schemes.
 - j. Exploit children under 18 years of age.

- k. Engage in disruptive activity such as sending multiple messages in an effort to monopolize the forum.
- l. Introduce viruses, worms, Trojan horses and/or harmful code to the Website.
- m. Obtain unauthorized access to any computer system through the Website.
- n. Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 16 years of age).
- o. Solicit personal information from children under 16 years of age.
- p. Violate any federal, state, local, or international law or regulation.
- q. Encourage conduct that would constitute a criminal or civil offense.
- r. Misappropriate User content in any way, including, but not limited to, falsely attributing other Users' Content as your own.

The above is a non-exclusive list of the activities that may result in removal of Content you post to the Website and the termination of your access to the Website.

- 6. Children. This Website is intended to serve a general audience and does not provide specific features or services targeted at children under age 16. We do not knowingly solicit personal information regarding children under age 16.
- 7. Intellectual Property Rights. All Content contained on this Website, except Users' uploaded files, is the property of ArchSlate and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Product names are trademarks or registered trademarks of their respective owners.

ArchSlate does not claim ownership of Content submitted by users. By uploading files, however, you grant ArchSlate a world-wide, royalty-free, perpetual, irrevocable, non-exclusive license to use, distribute, reproduce, modify, adapt, create derivative works from, and publicly perform or display such Content. This license shall remain in effect until we delete the Content from our systems. ArchSlate reserves the right to delete your Content, but ArchSlate will delete your Content at your request. You may request such deletion by sending an email or written notice with your account name and a short message requesting deletion to the Webmaster listed in Section 8.

ArchSlate reserves the right to collect and distribute non-personal data to third parties. For instance, we may provide third parties with non-identifiable data to improve their machine learning algorithms. Unless you give us permission, we will not sell your personal data, and we will not share data that directly identifies you. For more information, please see the Website's Privacy Policy.

8. Copyright Infringement; Notice and Take Down Procedures.

If you believe that any materials on this Website infringe your copyright, you may request that they be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information: (1) identification of the copyrighted work that you believe to be infringing, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (2) identification of the material that you believe to be infringing and its location, including a description of the material, its location on the Website or other pertinent information that will help us to locate the material; (3) your name, address, telephone number, and email address; (4) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; (5) a statement that the information in your claim is accurate; and (6) a statement that "under penalty of perjury," you declare that you are the lawful copyright owner or are authorized to act on the owner's behalf. Our agent for copyright issues relating to this Website is: Webmaster, The ArchSlate Company, LLC, 21 Peabody Terrace Apt 21, Cambridge, MA 02138, (734) 548-7868 (phone); info@archslate.com (email).

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of Users of this Website who are repeat infringers.

9. Security.

When you register to participate on the Website, you will be required to establish a login identifier and a password. You are responsible for protecting your login and password from unauthorized use, and you promise to keep your password secret. You are responsible for all activity that occurs on your account. You agree to notify us immediately if you believe that your login or password has been or may be used without your permission so that appropriate action can be taken. ArchSlate is not responsible in any way for losses or damages caused by your failure to safeguard your login and password.

10. Disclaimer of Warranty.

Under no circumstances will ArchSlate or any of its Users be liable for any losses or damages caused by your reliance on information in any Content on this Website. It is each User's responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Website. Each User is responsible for seeking the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other Content. In particular, ArchSlate is not responsible for false or misleading job postings, User file uploads, or User information. ArchSlate in no way endorses or guarantees the accuracy of any information provided by any User.

ALL TEXT, IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, ARCHSLATE DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THIS WEBSITE IS FREE OF ERRORS; (ii) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS WEBSITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Limitation of Liability.

IN NO EVENT SHALL ARCHSLATE BE LIABLE TO ANY USER OF THIS WEBSITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE WEBSITE OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING ANY NEGLIGENCE OF ARCHSLATE), OR OTHERWISE, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ADDITIONALLY, ARCHSLATE SHALL NOT BE LIABLE TO ANY USER OF THIS WEBSITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RELATED TO THE ACTS OR OMISSIONS OF CONTRACTORS, SERVICE PROVIDERS OR ANY OTHER THIRD PARTIES IN CONNECTION WITH OUR WEBSITE.

12. Exclusions.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Links to Third-Party Websites.

This Website may contain links to non-ArchSlate websites that are provided to you as a convenience. Any outside website accessed from Archslate's Website is independent from ArchSlate, and we have no control over the content of such websites. We are not

responsible for the content of any linked website or for any loss or damage incurred in connection with your use of such links or dealings with the operators of such non-ArchSlate websites.

14. No Implied Endorsements.

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by ArchSlate of that third party or of any product or service provided by a third party. Likewise, a link to any non-ArchSlate website does not imply that we endorse or accept any responsibility for the content or use of such a website. ArchSlate does not endorse, warrant or guarantee any product or service offered by any third party through an online discussion forum, bulletin board or chat room accessible through this Website and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising appropriate judgment and caution.

15. Jurisdictional Issues.

We make no representation that information on this Website is appropriate or available for use outside the United States. Those who choose to access this Website from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws.

16. Termination.

We may terminate any User's access to the Website, including access to any feature, at our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate Users who violate these Terms, as deemed appropriate in our sole discretion. You agree that we are not liable to you or any third party for any termination of your access to Website.

17. Enforcement.

These Terms of Service shall be governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, United States of America, notwithstanding any principles of conflicts of law.

All disputes arising out of or relating to these Terms of Service shall be finally resolved by arbitration conducted in the English language in Boston, Massachusetts, U.S.A. under the commercial arbitration rules of the American Arbitration Association. The parties shall appoint as sole arbitrator a retired judge who presided in the Commonwealth of Massachusetts. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, we

shall be entitled to seek injunctive relief, security, or other equitable remedies from the United States District Court for the District of Massachusetts or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award punitive damages, including but not limited to federal or state statutes permitting multiple or punitive damage awards. Any purported award of punitive or multiple damages shall be beyond the arbitrator's authority, void, and unenforceable.

18. Severability.

If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

19. Entire Agreement.

These Terms constitute the entire agreement between the parties relating to the subject matter herein. ArchSlate may, at our sole discretion and without notice, revise these Terms at any time by updating this posting.

20. For Additional Information.

If you have any questions about these Terms of Service, please contact info@archslate.com

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