
Terms of Agreement

WELCOME TO THE EDUCATOR FORUM, A SUBSIDIARY WEB SITE OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION ("AISC"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SITE.

BY USING THIS SITE YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND AGREED TO EACH OF THE FOLLOWING TERMS, CONDITIONS AND NOTICES.

IF YOU DO NOT UNDERSTAND OR AGREE TO EACH OF THE FOLLOWING TERMS, CONDITIONS AND NOTICES PLEASE DO NOT ACCESS OR USE THIS SITE.

PLEASE NOTE THAT AISC DOES NOT PROVIDE WARRANTIES FOR THIS SITE OR CONTENT AVAILABLE ON THIS SITE, AND THIS AGREEMENT LIMITS AISC'S LIABILITY. THESE TERMS ARE SET FORTH IN PARAGRAPHS 6 AND 13, AND WE URGE YOU TO READ THEM CAREFULLY.

This Agreement was last updated July 31, 2023.

1. Scope of Agreement

This Terms and Conditions of Use Agreement ("Agreement") is between you ("You" and "Your") and AISC. This Agreement governs Your access to and use of this Site (including without limitation, all Content as defined below, software, HTML and other code, and script forming a part of this website, and all goods, services and transactions offered through this website (the "Site" or the "Forum").

2. Binding Agreement

A printed version of this Agreement and of any notice given in electronic form will 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. AISC recommends that You print a copy of the most current version of this Agreement for Your records.

3. Amendment and Modification

(a) AISC may, at any time, in its sole discretion, and without notice to You, modify, revise or otherwise change this Site (including without limitation adding or discontinuing any or all services or transactions offered through this Site), in whole or in part, without notice or liability to You.

(b) AISC may, at any time, in its sole discretion, and without notice to You, modify, revise or amend this Agreement or otherwise alter the terms and conditions governing use of the Site. Any such amendment to these terms of use will be effective immediately upon the earlier of either AISC's dispatch of an email notice to You or AISC's posting of notice of the changes on the Site. Please note that, at all times, You are responsible for updating your user account information to provide AISC with your current email address. In the event that the last email address that You have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of any amendment described in the notice. Your continued use of the Site following amendment to this Agreement shall be deemed an acceptance thereof.

4. Right to Use Site

You represent and warrant to AISC that You are at least 18 years of age or have obtained the prior consent of Your parents and that You possess the legal right and ability to enter into this Agreement, including without limitation that You have the authority to contractually bind the organization that You represent.

5. License

(a) Subject to the terms and conditions of this Agreement, You are granted a limited, revocable, nonexclusive and nontransferable license, without the right to sublicense, to access and use this Site only for (i) displaying this Site on Your Internet browser; and (ii) printing or copying portions of this Site. Your access and use of this Site is further limited to personal, internal and noncommercial purposes only.

(b) Except as permitted in the limited license set forth in Paragraph (a), above, You shall not sell, lease, or create derivative works from this Site (in whole or in part) or translate, modify, reverse engineer, disassemble, or decompile this Site.

(c) You hereby authorize AISC, its affiliates and staff and Modern Steel Construction (hereinafter collectively referred to as "AISC") to use, modify, copy, distribute and display any Content You post on this Site in furtherance of operating this Site, including but not limited to storing and retrieving Content; making the Content available to You and to other users; conforming to connecting networks' technical requirements; and conforming to the limitations and terms of this Agreement.

6. Rules of Conduct

(a) You may not post, upload to, distribute or otherwise publish through this Site any software, data files, text, images, content, information, or other material (collectively "Content") that (i) violates or infringes the rights of any persons, including without limitation, privacy or publicity rights, rights in copyrights, patents, trademarks, service marks, trade secrets, and other proprietary rights; (ii) is false, libelous, threatening, defamatory, obscene, indecent, pornographic, adult material, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, or could give rise to any civil or criminal liability under United States federal, state or international law; (iii) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties; or (iv) contains or constitutes spam, flooding, advertisements, chain letters, pyramid schemes, or solicitations.

(b) Content posted to this Site expresses the views of the individual authors, and not necessarily the views of AISC, this Forum, its staff, or its affiliates. Anyone who feels that Content is objectionable is encouraged to notify AISC immediately by sending an email describing the objectionable Content to universityprograms@aisc.org. AISC reserves the right to remove Content if AISC, in its sole discretion, determines that removal is appropriate. This is a manual process, however, so please realize that AISC may not be able to remove or edit particular messages immediately. This policy applies to member profile information as well. AISC specifically disclaims any and all liability arising from any Content posted by any user to this Site, including but not limited to any bulletin board, forum, list serve or other medium contained in this Site and including any Content that may be offensive, profane, obscene, incomplete, or inaccurate in any way or otherwise impermissible under Paragraph 6(a) of this Agreement.

(c) You may be able to post, access, or download executable software programs, data files, text, images and other Content through this Site. AISC is not the publisher. The original poster of such Content remains solely responsible for any Content posted to this Site. **ALL POSTED CONTENT IS PROVIDED AS IS.** Downloading and using any such Content is at the discretion and responsibility of the person downloading or using said Content. **AISC SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY**

ARISING FROM ANY CONTENT POSTED ON THIS WEBSITE. AISC DOES NOT WARRANT THE VALIDITY, COMPLETENESS, ACCURACY OR USEFULNESS OF ANY CONTENT AVAILABLE ON THIS SITE.

(d) Company policy prohibits AISC from accepting or considering creative ideas, suggestions, or materials other than those that are specifically requested by AISC. The intent of this policy is to avoid the possibility of future misunderstandings when projects developed by AISC's professional staff might seem to others to be similar to their own creative work. Therefore anything that You submit or post to the Site and/or to AISC, including without limitation, ideas, know-how, techniques, questions, comments, and suggestions (collectively, "Submissions") is and will be treated as nonconfidential and nonproprietary. AISC shall be entitled to unrestricted use of the Submissions for any non-commercial purpose whatsoever without compensation to the provider of the Submissions.

(e) You have the ability, as You register with this Site, to choose an appropriate username. All usernames must comply with Paragraph 6(a) of this Agreement. You agree to NEVER disclose Your password to another person except to an administrator, for Your protection and for validity reasons. You also agree to NEVER use another person's account for any reason. We also HIGHLY recommend You use a complex and unique password for Your account, to prevent account theft. If at any time You suspect account theft, You shall notify AISC immediately. You are responsible for any activity that takes place under Your account.

(f) After You register and login to this Forum, You may be able to provide profile information about Yourself. It is Your responsibility to present appropriate and accurate information. Any information AISC, in its sole discretion, determines to be violative of Paragraph 6(a) of this Agreement may be removed, and/or the associated user may be denied access to the Site, with or without prior notice. Appropriate sanctions may be applicable.

(g) Content posted on this Site should be intended to be useful to users engaged in the teaching of structural steel and to the structural steel industry. No program or utility shall be posted which serves as a stand-alone tool for a competing structural material; AISC reserves the right to remove such Content, programs or utilities or deny access to the associated user with or without notice. Items supporting a competing structural material should have the materials be secondary to, and fully integrated with, a primary steel design.

(h) Comments discussing specific programs and utilities may be monitored. Comments and other dialogue not relating to the program or utility may be removed when encountered, with or without notice. Comments may remain active as long as the program or utility remains on this Site.

(i) There is an option for "blog" topics available for comment by users under the Discussion link. Such "blog" topics won't typically be associated with or directly related to any particular software program or utility. "Blog" items may focus on non-project-specific discussions of technical, marketplace or industry issues relating to structural steel. "Blog" items may be actively monitored. AISC reserves the right to remove inappropriate or unrelated comments and/or deny access to the associated user with or without notice. "Blogs" which have been active for six weeks may be removed from the Site, summarized, and reposted for long term reference. AISC may, as it deems appropriate, reopen closed topics for continued/new discussion.

(j) Please note that with each post, Your IP address may be recorded, in the event that You need to be banned from this Forum or Your ISP contacted as a result of Your failure to comply with this Agreement.

(k) AISC reserves the right to reveal Your identity (or any other related information collected on this Forum) in the event of a formal complaint or legal action arising from any situation caused by Your use of this Forum.

7. Availability and Use of Site

The availability of this Site depends on many factors, including some factors that are beyond AISC's control, such as Your connection to the Internet and the Internet backbone. AISC shall not be liable to You if You cannot use this Site due to any reason beyond AISC's control.

8. Financial Information

No offering of securities is made or is intended to be made through this Site or any of the documents and other materials that may appear on this Site. Due to the inherent hazards of electronic distribution, there may be omissions or inaccuracies in the information posted on this Site. The posting of financial information on this Site does not and should not be deemed to mean that there have been no changes in the affairs of AISC. All financial information presented on this Site is valid only as of the date of posting. Therefore, reliance on any financial information is at Your own risk and You should consult qualified professional advisors. AISC is not obligated to update such information.

9. Termination; Effect of Termination

In addition to any other legal or equitable remedies, AISC may, without prior notice to You, deny Your access to and use of this Site, in whole or in part, and/or revoke any or all of Your other rights granted under this Agreement. Any termination of this Agreement shall not affect the respective rights and obligations of the parties arising before the date of termination. The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive any termination of this Agreement.

10. Intellectual Property

(a) U.S. and international copyright, trademark and other intellectual and proprietary laws protect this Site, and any unauthorized access to or use of this Site may violate such laws. AISC shall aggressively enforce its intellectual and proprietary rights to the fullest extent of the law.

(b) All information and data that is part of this Site, including without limitation, text, graphics, photos, illustrations, images, video and audio clips (other than third party Content posted by individual users) and all trademarks, service marks, trade dress, logos and tag lines displayed on this Site (collectively, the "Marks") are the sole and exclusive property of AISC or their respective owners. You are not granted any right or license, either express or implied, in any copyright, trademark, service mark, trade dress, logo, tag line, patent, trade secret, right of publicity or other intellectual or proprietary right of AISC or any of the goodwill associated with any of the foregoing. To the extent that You use any copyright, trademark, service mark, trade dress, logo, tag line, patent, trade secret, right of publicity or other intellectual or proprietary right of AISC, such use and all goodwill associated therewith shall inure solely and exclusively to the benefit of AISC.

(c) You shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in or as part of this Site.

11. Notice of and Procedure for Copyright Infringement

(a) AISC respects other's intellectual and proprietary rights. In accordance with the Digital Millennium Copyright Act, AISC has designated a Copyright Agent to receive notice of claims of alleged copyright

infringement on the Site. If You believe that Your copyrighted material has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on this Site or on sites linked to or from this Site, please send AISC's Designated Agent a notice containing the following elements:

- (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work(s) that is/are alleged to have been infringed;
- (2) A description of the copyrighted work(s) that You claim is/are infringing and the location where the original or an authorized copy of the copyrighted work(s) exists/exist (for example, the URL of Web site where the copyrighted work(s) is/are lawfully published; the name, edition and page(s) of a book, etc.);
- (3) A description of where the material that You claim is/are infringing is/are located on this Site, including the URL, so that AISC can locate the material;
- (4) Your address, telephone number and email address;
- (5) A statement that You have a good faith belief that the use of the material identified in the notice is not authorized by the copyright owner, its agent, or applicable law; and
- (6) A statement by You, under penalty of perjury, that the above information is accurate and that You are the copyright owner or are authorized to act on behalf of the copyright owner.

(b) Send the notice containing the above information to the following Designated Agent:

Name of Designated Agent: Website Manager

Mailing Address: 130 E. Randolph Street, Suite 2000, Chicago, IL 60601

Telephone number: 312-670-2400

Fax number: 312-670-5403

E-mail Address: digrazia@aisc.org

NOTE: THE NOTICE REQUIRED BY THIS SECTION IS EXCLUSIVELY FOR NOTIFYING AISC THAT COPYRIGHTED WORK(S) MAY HAVE BEEN INFRINGED. DO NOT SEND ANY NOTICES OR INQUIRIES UNRELATED TO ALLEGED COPYRIGHT INFRINGEMENT TO AISC'S DESIGNATED AGENT. SUCH NOTICES OR INQUIRIES SHOULD INSTEAD BE SENT TO THE E-MAIL ADDRESS OR MAILING ADDRESS LISTED BELOW IN THE SECTION TITLED "CONTACT INFORMATION".

12. Links To Other Internet Sites; Links to this Site

(a) This Site may contain links to Internet sites owned, operated or maintained by third parties not under AISC's control. These links are provided for Your convenience of reference only. Such links are not and shall not be deemed to be AISC's endorsement of the organization or individual associated with the linked site. AISC is not responsible for the content, quality, or accuracy of any materials referenced or linked through this Site. You assume sole responsibility and liability for Your use of such linked sites.

13. Warranty Disclaimer; Limitation of Liability

(a) ALL CONTENT, SERVICES AND TRANSACTIONS ARE PROVIDED ON AN "AS-IS" and "AS AVAILABLE" BASIS. THIS SITE MAY INCLUDE INACCURACIES, MISTAKES OR TYPOGRAPHICAL ERRORS. AISC DOES NOT WARRANT THAT THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE. AISC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY AND SYSTEM INTEGRATION.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AISC OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUES, BUSINESS, USE, DATA OR OTHER INTANGIBLES), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF AISC HAD BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

(c) THE INFORMATION PRESENTED ON THIS SITE SHOULD NOT BE USED OR RELIED UPON FOR ANY SPECIFIC APPLICATION WITHOUT COMPETENT PROFESSIONAL EXAMINATION AND VERIFICATION OF ITS ACCURACY, SUITABILITY, AND APPLICABILITY BY A LICENSED PROFESSIONAL ENGINEER, DESIGNER, OR ARCHITECT. THE PUBLICATION OF THE MATERIAL CONTAINED HEREIN IS NOT INTENDED AS A REPRESENTATION OR WARRANTY ON THE PART OF AISC, ITS AFFILIATES OR ANY OTHER PERSON NAMED ON THE SITE THAT THIS INFORMATION IS SUITABLE FOR ANY GENERAL OR PARTICULAR USE OR OF FREEDOM FROM INFRINGEMENT OF ANY PATENT(S), COPYRIGHT(S), TRADE SECRET(S) OR OTHER PROPRIETARY INTEREST. ANYONE MAKING USE OF THIS INFORMATION ASSUMES ALL LIABILITY ARISING FROM SUCH USE.

CAUTION MUST BE EXERCISED WHEN RELYING UPON OTHER SPECIFICATIONS AND CODES DEVELOPED BY OTHER BODIES AND INCORPORATED BY REFERENCE IN THIS SITE, SINCE SUCH MATERIAL MAY BE MODIFIED OR AMENDED FROM TIME TO TIME SUBSEQUENT TO POSTING ON THIS SITE. NEITHER AISC NOR ITS AFFILIATES BEAR ANY RESPONSIBILITY FOR SUCH MATERIAL.

14. Indemnity

You agree to indemnify, defend and hold harmless AISC, its parent, subsidiaries, affiliates, and their respective officers, directors, shareholders, employees and agents from and against any and all claims, liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from Your access or connection to, or use of this Site, including without limitation claims arising out of information or content submitted to this Site by You, Your violation of a third party's intellectual property or other rights, or any claims alleging facts that if true would constitute a breach by You of the terms and conditions of this Agreement. AISC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with AISC's defense of such claims.

15. Assignment

You shall not assign or otherwise transfer this Agreement or assign, delegate or otherwise transfer any of Your rights, interests or obligations under this Agreement and any such assignment, delegation or other transfer shall be void. This Agreement shall inure to the benefit of AISC's successors, assigns and licensees.

16. Injunctive Relief; Remedies

(a) You agree that AISC's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that AISC shall be entitled to specific performance or injunctive relief, or both, in addition

to any damages that AISC may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including attorneys' fees.

(b) All rights and remedies granted to AISC under this Agreement are cumulative and not alternative, and are in addition to all other rights and remedies available to AISC at law or in equity.

17. Governing Law and Jurisdiction; Limit on Commencing Actions; Arbitration

(a) This Agreement is governed by the laws of the State of ILLINOIS, U.S.A. without regard to the conflicts of laws principles thereof.

(b) You must commence any cause of action or claim against AISC within one (1) year after the cause of action or claim arises, otherwise You agree that Your cause of action or claim shall be barred.

(c) Any and all disputes, claims, and causes of action arising out of or relating to this agreement or Your use of this Site shall be submitted to binding Arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association. All Arbitration hearings will be held in Chicago, Illinois. Arbitration shall be the sole and exclusive remedy for resolution of such disputes, claims, and causes of action; and any Award issued by an Arbitrator or Arbitration Panel pursuant to this provision shall be fully binding on the parties and may be entered as a Judgment and enforced by any court of competent jurisdiction.

18. Unenforceable Terms

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law, 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 the Agreement shall continue in effect.

19. Contact Information

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Site by email to: universityprograms@aisc.org or by regular mail to AISC University Programs, 130 E. Randolph Street, Suite 2000, Chicago, IL 60601

20. Reservation of Rights

AISC reserves to itself any and all rights not expressly granted herein.
