

effective Feb 16, 2021

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You agree not to use the Sites or any Content you may access to engage in any unauthorized or inappropriate conduct or for any unlawful purpose. Broadly stated, this includes any conduct that is unlawful, untruthful, tortious or that is harmful to (or puts at risk) ISTE or any other party or property; that violates another party’s privacy or other

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- Posting any information which is incomplete, false, inaccurate or not your own;
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- Engaging in conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, state, national or international law or regulation that would fail to comply with accepted Internet protocol;
- Impersonating a third party or otherwise misrepresenting your affiliation with a third party or age;
- Soliciting personal information from anyone under 18 or soliciting passwords or personally identifying information for commercial or unlawful purposes;
- Communicating, transmitting, or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Communicating, transmitting, or posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- Communicating, transmitting, or transferring (by any means) information or software derived from the Sites to foreign countries or certain foreign nations in violation of US export control laws;
- Using the Sites in any unlawful manner or in any manner that could damage, disable, overburden or impair the Site;
- Attempting to interfere in any way with the Sites or ISTE's networks or network security, or attempting to use the Sites' service to gain unauthorized access to any other computer system;
- Attempting to circumvent ISTE or any content filtering techniques we may employ;
- Attempting to access any service or area of the Sites that you are not authorized to access;
- Harvesting or collecting email addresses or other contact information of other users from the Sites by electronic or other means for the purpose of sending unsolicited emails, texts, calls, or other unsolicited communications;
- Using any robot, spider, crawler, scraper, interface, scripts, or other automated means to collect information or otherwise interact with the Site;
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You may not send or authorize to be sent via any ISTE service any communication that: (1) misrepresents the sender or the source of the communication (e.g., by forging any TCP-IP packet header or any information contained in the header of any email communication); (2) seeks to impersonate any person, or uses or contains invalid or non-existent domain names; (3) employs any technique to otherwise misrepresent, hide or obscure any source information; (4) constitutes deceptive addressing; uses or relays through a third party’s internet domain name without consent; (5) contain false or misleading information in the subject line or otherwise contain false or misleading

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ISTE reserves the right to take any appropriate legal action and to implement technical remedies to enforce this policy or to respond to violations. Violation of this Section, may result in civil, criminal, or administrative penalties against the sender and those assisting the sender. ISTE may immediately investigate and terminate any account which it determines, in its sole reasonable opinion, is violating this policy. Failure to act in every instance does not amount to a waiver of any of ISTE's rights, all of which are reserved.

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Right to Modify or Terminate Sites

We reserve the right, at any time and in our sole discretion, to: modify, suspend or discontinue the Sites or any service, content, feature or product offered through the Sites, with or without notice; charge fees in connection with the use of the Sites; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites, or any service, content, feature or product offered through the Sites.

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If any portion of the Sites requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You are responsible for maintaining the security and confidentiality of your login credentials and you accept responsibility for all activities that occur under your accounts.

You agree to notify ISTE immediately of any unauthorized use of your accounts or any other breach of security. ISTE will not be liable for any loss that you may incur as a result of someone else using your password or accounts, either with or without your knowledge. However, you may be held liable for losses incurred by ISTE or another party due to someone else using your accounts or passwords. You may not use anyone else's account at any time, without the permission of the account holder.

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- Attempting to interfere or interfering with the operation of the Sites, our provision of services to any other visitors to the Sites, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Sites, overloading, "flooding," "mail bombing" or "crashing" the Sites;
- Forging any TCP/IP packet header or any part of the header information in any email or transmission or posting on the Sites; or
- Compromising the Sites' security, in any way.

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Notice shall be sent:

- To ISTE at: 2111 Wilson Blvd., Suite 300, Arlington, VA 22201 Attn: CEO; or
- To you at: your last-used billing address or the billing and/or shipping address in your online profile.

Both you and ISTE agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes shall be determined by arbitration pursuant to the American Arbitration Association under its Commercial Arbitration Rules, before three arbitrators, sitting in Arlington, VA, on an individual basis and not aggregated with the claims of any third party; class action arbitration is prohibited.

The arbitrators, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation,

applicability, enforceability or formation of the Terms, including any claim that all or any part of the Terms is void or voidable.

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Contact Information

If you have any questions, comments, or concerns about the Sites, please send an email to iste@iste.org or write to us at the following address:

ISTE
ATTN: CEO
2111 Wilson Blvd., Suite 300
Arlington, VA 22201