

Terms and Conditions Last Modified: 5/12/2018

Terms and Conditions

These terms and conditions outline the rules and regulations for the use of Cal Poly IEEE Student Branch's Website. By accessing this website we assume you accept these terms and conditions in complete agreement. Do not continue to use Cal Poly IEEE Student Branch's website if you do not accept all of the terms and conditions stated on this page. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "User", "You" and "Your" refers to you, the person accessing this website and accepting the Organization's terms and conditions. "The Organization", "The IEEE Student Branch", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Organization's stated services/products, in accordance with and subject to, prevailing law of United States. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore are considered the same.



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COOKIES

For information on our cookie policy, please refer to the privacy policy. You can find the privacy policy at: https://calpolyieee.com/privacy-policy/.

LICENSE

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- 2. Sell, rent or sub-license material from https://calpolyieee.com
- 3. Reproduce, duplicate or copy material from https://calpolyieee.com

Redistribute content from Cal Poly IEEE Student Branch (unless content is specifically made for redistribution).

USER COMMENTS

- 1. This Agreement shall begin on the date hereof.
- 2. Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. Cal Poly IEEE Student Branch does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of Cal Poly IEEE Student Branch, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Cal Poly IEEE Student Branch shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.
- 3. Cal Poly IEEE Student Branch reserves the right to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.
- 4. You warrant and represent that:
 - 1. You are entitled to post the Comments on our website and have all necessary licenses and consents to do so



- 2. The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party
- 3. The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy
- 4. The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to **Cal Poly IEEE Student Branch** a non-exclusive royalty-free license to use, reproduce, and authorize others to use or reproduce any of your Comments in any and all forms, formats or media.

HYPERLINKING TO OUR CONTENT

- 1. The following organizations may link to our website without prior written approval:
 - 1. IEEE National Organization
 - 2. Government agencies
 - 3. Search engines
 - 4. News organizations
 - 5. Online directory distributors when they list us in the directory may link to our website in the same manner as they hyperlink to the website of other listed businesses
 - 6. Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website.
 - 7. Educational institutions and trade associations.
- 2. We may consider and approve in our sole discretion other link requests from the following types of organizations:
 - 1. commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union
 - 2. *.com community sites
 - 3. associations or other groups representing charities, including charity giving sites,
 - 4. online directory distributors
 - 5. internet portals
 - 6. accounting, law and consulting firms whose primary clients are businesses; and

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs



the absence of link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

Any organizations as specified above may link to our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and it products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in the above paragraph and are interested in linking to our website, you must notify us by sending an e-mail to webmaster@calpolyieee.com. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our website as follows:

- 1. By use of our corporate name; or
- 2. By use of the uniform resource locator (web address) being linked to; or
- 3. By use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Cal Poly IEEE Student Branch's logo or other artwork will be allowed for linking absent a trademark license agreement.

IFRAMES

Without prior approval and express written permission, you may not create frames around our webpages or use other techniques that alter in any way the visual presentation or appearance of our website.

RESERVATION OF RIGHTS

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms and conditions.



Removal of Links from our website

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

CONTENT LIABILITY

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

OUR WARRANTIES AND DISCLAIMERS

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER CAL POLY IEEE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

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IN ALL CASES, THE ORGINAZATION, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

ABOUT THESE TERMS

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between the organization and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of San Luis County, California, USA, and you and the organization consent to personal jurisdiction in those courts.

For information about how to contact the Cal Poly IEEE Student Branch, please visit our contact page.