

10D Tech Terms of Use of Our Web Sites

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No other use of the material within these websites (or portion thereof) is permitted without our prior written consent.

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement below.

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The trademarks, logos and service marks (the "Marks") used on these websites are the property of 10D or other third parties. You may only use these Marks in accordance with the Trademark and Service Mark Guidelines which may be found at: www.10DTech.com/legal.

Contributions

We do not accept or consider unsolicited ideas, including ideas for new promotions, new products or technologies, processes, materials, marketing plans or new product names. We do not want to create any misunderstandings or disputes if our products or strategies seem similar to ideas submitted to us. Please do not send your unsolicited ideas to us. If you nonetheless choose to send us your ideas or materials, we make no assurances that we will treat them as confidential or proprietary.

Content and Liability Disclaimer

We use reasonable efforts to include accurate, complete and current information on these websites. However, we do not warrant that the content on these websites is accurate, complete, current, or free of technical or typographical errors. It is your responsibility to verify any information before relying on it. We reserve the right to make changes and updates to any information contained within these websites without prior notice.

Access to, and use of, these websites and the content included in these websites is at the risk of the user. We have provided links to certain other websites solely for your convenience, and we are not responsible for the content of any other websites. You must take appropriate precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

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Your Conduct

You must comply with all applicable local, state, national and international laws and regulations when you use our website. Any attempt by anyone to deliberately damage these websites is a violation of criminal and civil laws. We reserve the right to seek damages from anyone doing so to the fullest extent permitted by law.

You also will not post or transmit through these websites any material or content that violates or infringes in any way the rights of others or solicits, encourages or promotes the use of illegal substances or activities, which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, bigoted or hateful, profane, scandalous, pornographic, indecent or otherwise objectionable, gives rise to civil or criminal liability or otherwise violates any applicable law.

Monitoring Your Use of This Website and Your Conduct

10D is under no obligation to monitor the material residing on or transmitted to these websites (or any server used in connection with these websites). However, anyone using these websites agrees that we may monitor the website(s) (and any server used in connection with these websites) to (1) comply with any necessary laws, regulations or other governmental requests; and (2) to operate the server properly or to protect ourselves and our users. We reserve the right to modify, reject, or eliminate any material residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of the law or these terms and conditions.

Privacy

We encourage you to review our Privacy Policy, which may be found at www.10DTech.com/legal.

Dispute Resolutions

Any claims arising out of the use of these websites shall be resolved by arbitration in Portland, Oregon in accordance with the then current rules of the American Arbitration Association. The internal laws of the State of Oregon (other than conflicts of law rules) and of the United States of America shall apply. A single arbitrator engaged in the practice of law shall conduct the arbitration. The arbitrator's decision and award shall be final and binding and may be entered in any court with jurisdiction. If one or more of the provisions contained in these Terms of Use is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

Notice and Procedure for Making Claims of Copyright Infringement

To file a notice of infringement with us, please provide the following information to our designated copyright agent listed below:

1. A description of the copyrighted work or other intellectual property that you claim has been infringed.
2. A description of the material that you claim infringes the copyrighted work listed in item #1.
3. An address, telephone number, and an email address where the alleged infringing party can contact you.
4. The following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
5. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

6. Your electronic or physical signature.

To file a counter notification with us, please provide the following information to our designated copyright agent listed below:

1. A description of the material that we have removed or to which we have disabled access.
2. Your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or Portland, Oregon if your address is outside of the United States), and that you will accept service of process from the person who provided notification of infringement or an agent of such person.
3. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
4. Your electronic or physical signature.

Notices should be sent to our designated copyright agent at copyright@10DTech.com.