

Website Terms of Use

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Engineering Technology Services, LLC (“ETS,” “we,” “us,” or “our”), oversees this website, including the services underlying the site and the content appearing herein, <https://www.etchydro.com/> (collectively, the “Site”). These Terms of Use (“Terms of Use”) are applicable to you (“User,” “you,” or “your”). The terms contained herein apply to all Users of this Site.

Read these Terms of Use carefully before you begin using this Site. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SITE, ITS SERVICES, AND THE CONTENT AVAILABLE HEREIN, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS.

Note that these Terms of Use may be updated from time to time and any User’s continued use of this Site after we have made updates to the terms is considered acceptance of those updates. For clarity, all updates are effective immediately when posted. It is your responsibility to check the Terms of Use periodically for updates.

1. Access and Use of This Website

Access to certain portions of the Site is restricted to registered Users. You might be required to provide your name, telephone number(s), e-mail, and/or street address, credit card number, debit card number, charge card number, or other payment information, as well as and other personally identifiable information (“Personal Data”). By providing such information, you acknowledge and agree that we may, and you specifically authorize us, or permitted third parties, to process all transactions related to this Site and its operation, including without limitation purchases and/or registration for products and/or services on this Site. You agree to pay all fees and charges, including applicable taxes and surcharges, incurred through your activity on or through the Site and/or through your account/profile.

a. Registration and Security

You agree, represent, warrant, and guarantee that all Personal Data provided by you is true, accurate, complete, up-to-date, and solely yours. You may not impersonate, imitate, or pretend to be somebody else when registering. When you create an account and subsequently log in, you will be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password, and you agree not to disclose your password to any third party. You will be solely responsible for any

activities or actions taken under your account, whether or not you have authorized such activities or actions. You must notify us immediately if you know or suspect that any unauthorized person is using your password or your account (for example, your password has been lost or stolen, someone has attempted to use the services or Site through your account without your consent or your account has been accessed without your permission). We strongly recommend that you do not use the services or access the Site on any public computer. We also recommend that you do not store your password through your web browser or other software.

b. Limitations on Use

The Site may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with your use of the Site and its content. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Site:

- 1) upload, post, e-mail, or otherwise transmit or submit any content to which you do not have the lawful right to copy, transmit, and display (including any content that would violate any confidentiality or fiduciary obligations that you might have with respect to the content);
- 2) upload, post, e-mail, or otherwise transmit or submit any content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right, or right of publicity);
- 3) upload, post, e-mail, or otherwise transmit or submit harmful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, obscene, indecent, vulgar, lewd, violent, hateful, or otherwise objectionable content or material;
- 4) use the Site to collect or store personal data about other Users without their express permission;
- 5) knowingly include or use any false or inaccurate information in any profile;
- 6) upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes," or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of the Site, or interfere with the access of any other User to the Site;
- 7) circumvent, disable, or otherwise interfere with security-related features on the Site or features that prevent or restrict use or copying of any content;
- 8) attempt to probe, scan, or test the vulnerability of any system or network operated by us, or breach or impair or circumvent any security or authentication measures protecting the Site;
- 9) attack the Site via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Site;
- 10) transmit or upload any material to the Site that contains viruses, trojan horses, worms, time bombs, or any other harmful or deleterious programs;

- 11) attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide the Site;
- 12) use the Site in any way that competes with us; or
- 13) encourage, collaborate, or instruct any other person or entity to do any of the foregoing.

We reserve the right, in our sole discretion, to audit or otherwise monitor any communication transmitted using the Site. We further reserve the right at all times to review, retain, and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, governmental request, or business assessment.

ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF THE SERVICE OR SITE(S), MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING THE FOREGOING, WE HEREBY DISCLAIM ANY OBLIGATION TO MONITOR USE OF THIS SITE, OR TO RETAIN THE CONTENT ON THIS SITE, UNLESS OTHERWISE AGREED.

Links to Third-Party Websites. This Site may contain links to other websites on the Internet, and which are not maintained by ETS. When you leave this Site, you do so at your own risk. By providing a link to a third-party website, we are not endorsing or attempting to associate with any other entity. Other websites are not under our control, and you acknowledge that we shall not be responsible or liable for any of the text, images, videos, content, or any other content or information from a third-party website. You also acknowledge that we shall not be responsible or liable for any damage or loss caused or alleged to be caused by, or in connection with, your reliance on any information, any good, any service, or any other material provided through a third-party website.

Reliance on Information Posted. We reserve the right to modify the Site in our sole discretion without notice. We will not be liable if, for any reason, any part of the Site, or the entire Site, is unavailable for any period of time. Periodically, we may restrict access to portions of the Site, or the entire Site. We may make these modifications at any time and for any reason without prior notice. You assume any and all risk for decisions based on information contained within this Site. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place, or decisions you make, on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on these Site materials by you or any other User of the Site, or by anyone who may be informed of any of its contents.

2. Intellectual Property

The Site, including all text, images, designs, graphics, content, source code, object code, data, features, functionality (including, but not limited to, all information, software, displays, enablement of video and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such materials. For purposes of clarity, ETS owns the rights to the compilation, arrangement, and assembly, along with any modifications, variations, updates, versions, and changes to all information entered and stored within our Site database(s), as part of the Site. This material, collectively, is protected by United States copyright, trademark, patent, trade secret, and other

intellectual property or proprietary rights laws. All of the Site content is copyrighted material and is protected by the Copyright Act of 1976. You are not permitted to republish, reproduce, transmit, transfer, prepare derivative versions or works, or otherwise use any content on this Site without our prior, express, and written permission.

You do not and will not acquire any intellectual property rights in the Site, including but not limited to the underlying services and the content published herein, by your use of the Site. Subject to your compliance with the terms and conditions of these Terms of Use, we grant you a limited, non-exclusive, non-transferable, and revocable license, without the right to sublicense, to access and use the Site and to download and print any content provided by us, solely for your personal and non-commercial purposes. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the limited license expressly granted in the preceding sentence.

3. Disclaimer of Warranties

THE SITE AND ALL INFORMATION CONTAINED HEREIN ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

ETS, TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND NONINFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ALL WARRANTIES, WHETHER ARISING OUT OF LAW, STATUTE, COURSE OF DEALING, TRADE USAGE, OR ANY OTHER RELATIONSHIP. WE MAKE NO WARRANTIES OF ANY KIND REGARDING THE SITE OR INFORMATION FOUND ON THE SITE. WE MAKE NO WARRANTIES WITH REGARD TO THE ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, FUNCTIONALITY, TIMELINESS, SPEED, OR ACCESSIBILITY OF ANY INFORMATION SUPPLIED WITHIN THE SITE. WE DO NOT WARRANT THAT THE SITE WILL BE OPERATIONAL, SECURE, ERROR-FREE, OR VIRUS FREE.

4. Your Own Security

You are responsible for implementing sufficient procedures and security mechanisms to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to and separate from this Site to reconstruct any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Site or to your downloading of any material posted on it or on any third-party website linked to it.

Some jurisdictions do not permit us to exclude warranties in these ways, so it is possible that these exclusions will not apply to our agreement with you. In such event, the exclusions shall apply to the fullest extent permitted under applicable law.

5. Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE ETS TOGETHER WITH ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THIS SITE.

You acknowledge that you are responsible for any actions you take while on this Site. You recognize that your use of the Site and any subsequent actions arising from your use of the Site are taken solely at your own risk.

IN NO EVENT WILL ETS, OUR DIRECTORS, OUR OFFICERS, OUR EMPLOYEES, OUR CONTRACTORS, OUR AGENTS, OR OUR REPRESENTATIVES, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, OR UNDER ANY EQUITABLE THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. Indemnification

You will indemnify, defend, and hold harmless ETS, our licensors and affiliates, and our respective directors, officers, employees, contractors, agents, and representatives, from and against any and all claims, causes of action, demands, liabilities, losses, costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of, in connection with, or resulting from:

- 1) your access to or use of the Site, including but not limited to its services and its content;
- 2) your violation of any of the provisions of these Terms of Use;
- 3) any activity related to your account by you or any other person accessing the Site through your account, including, without limitation, negligent or wrongful conduct; or
- 4) your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right.

For purposes of clarity, these indemnification obligations apply to your use of the Site, along with your use of the Site's content and services, other than as expressly authorized in this Terms of Use, your use of any information obtained from the Site, and any information you provide to this Site.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

7. Our Compliance with COPPA

THIS SITE IS NOT INTENDED FOR USERS WHO ARE YOUNGER THAN THIRTEEN (13) YEARS OF AGE. You can learn more about our compliance with the Children's Online Privacy Protection Act ("COPPA") by reviewing our [Privacy Policy](#).

8. Governing Law and Venue

This Terms of Use shall be construed, governed, and enforced under the laws of the United States and the State of Tennessee (without regard to rules governing conflict of laws). You agree that venue for all

actions, relating in any manner to this Terms of Use, shall be in a federal or state court of competent jurisdiction located in Davidson County, Nashville, Tennessee. Each party to these terms waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

9. Severability and Waiver

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions will continue in full force and effect. No waiver by us of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision shall not constitute a waiver of such right or provision.

10. Changes to the Terms of Use

We will make changes to these Terms of Use from time to time. The date that these Terms of Use were last revised is identified at the top of the page. You are responsible for ensuring that you periodically visit our Site and these Terms of Use to check for any changes.

11. Contact Us

To ask questions or comment about these Terms of Use, you may contact us at:

E-mail Address: adickerson@etshydro.com
Mailing Address: Attention: Website Inquiry
 Engineering Technology Services, LLC
 3861 Delp Street
 Memphis, TN 38118

12. Entire Agreement

These Terms of Use, along with the [Privacy Policy](#) and the [Terms and Conditions of Sale](#), represent the entire understanding and complete agreement by and among you and ETS.

BY USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, AND YOU AGREE TO BE BOUND BY ALL APPLICABLE TERMS AND CONDITIONS.