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The term "Industry Studies Association" or "us" or "we" refers to the owner of the website. The term "you" refers to the user or viewer of our website.

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Every effort is made to keep the website up and running smoothly. However, ISA takes no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.

### PROHIBITED CONDUCT

You must not do, or attempt to do, any of the following:

(a) access or use the service in any way that is not in compliance with any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these terms;

(b) access, tamper with, or use services or areas of the service that you are not authorized to access; (c) alter information on or obtained from the service;

(d) tamper with postings, registration information, profiles, submissions or content belonging to ISA or other users of ISA;

(e) use any robot, spider, scraper or other automated means or interface not provided by us to access the service or extract data or gather or use information, such as email addresses, available from the Service or transmit any unsolicited advertising, "junk mail," "spam," or "chain letters";

(f) frame any part of the service, or link to the service, or otherwise make it look like you have a relationship to us or that we have endorsed you or your content for any purpose except as expressly permitted in writing by ISA

(g) impersonate or misrepresent your affiliation with any person or entity;

(h) reverse engineer any licensed software, application, games or any other aspect of the service or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the service;

(i) send to or otherwise impact us or the service (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware," "adware" or other code that could adversely impact the Service or any recipient; or

(j) take any action which might impose a significant burden (as determined by us) on the service's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the service.

(k) violate any state or federal statutes, including but not limited to, child pornography statutes, obscenity laws, copyright or trademark laws.

(I) defame any entity or person through the use of this site.

# PENALTIES

A violation of any section of these terms will lead to a complete termination of your rights to use this site. Additionally, you may face criminal penalties, and will be required to pay damages for any and all harm.

### JURISDICTION

Your use of this website and any dispute arising out of such use of the website is subject to the laws of the Commonwealth of Pennsylvania. By using this site, you submit to the exclusive personal jurisdiction and venue of the state and federal courts located within Allegheny County, Pennsylvania.

### TERMS OF USE ARE SUBJECT TO CHANGE

ISA may change any of these terms from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. These terms are effective as of the date listed above at the top of this page.

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# SECTION A. NOTIFICATION OF ALLEGED COPYRIGHT INFRINGEMENT

If you believe that your own copyrighted work is accessible on the ISA website or service in violation of your copyright, you may provide our Designated Agent with a written communication as set forth in the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512(c)(3) that contains substantially the following information:

1. Identify in sufficient detail the copyrighted work or intellectual property that you claim has been infringed.

2. Identify the URL or other specific location on the ISA website or service that contains the material that you claim infringes your copyright described in Item 1 above. You must provide us with reasonably sufficient information to locate the alleged infringing material.

3. Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.

4. Include a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

5. Include a statement by you that the information contained in your notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

6. Include your name, mailing address, telephone number and email address.

Please note that you may be liable for damages, including court costs and attorneys fees, if you materially misrepresent that content on our website and/or service is copyright infringing. Filing a false complaint via email constitutes perjury.

Upon receiving a proper Notification of Alleged Copyright Infringement as described in this Section A, we will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the DMCA statutory Counter Notification procedure described below in Section B by which the alleged infringer may respond to your claim and request that we restore this material.

You may submit your Notification of Alleged Copyright Infringement via email to the following address: frankg@pitt.edu

# SECTION B. COUNTER NOTIFICATION

If you believe your own copyrighted material has been removed from our website and/or service as a result of mistake or misidentification, you may submit a written Counter Notification to our Designated Agent pursuant to 17 U.S.C. § 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.

2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which the service provider may be found.

3. A statement that you will accept service of process from the party that filed the Notification of Alleged Copyright Infringement or the party's agent.

4. Your name, address and telephone number.

5. A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

6. Your physical or electronic signature.

You may submit your Counter Notification via email to the following address: frankg@pitt.edu.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material after 10 business days but no later than 14 business days from the date we receive your Counter Notification, unless our Designated Agent first receives notice from the party filing the original Notification of Alleged Copyright Infringement informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false complaint via email constitutes perjury.

# **PRIVACY POLICY**

By using this website, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Statement. In addition, by using the Member's Directory, you agree to restrict your use of the personal information of other Members in the Directory to the "Use of Personal Information" described in the Privacy Statement. If you do not consent to these terms and the terms of the Privacy Statement below, you must not register or use this website.

Additionally, any misuse of personal information shall be handled in accordance with applicable state and federal laws. In addition, any reported misuse by a registered user will result in immediate termination of access to the site and directory.

### PRIVACY STATEMENT

Collection of Personal Information: The term "personal information" means individually identifiable information collected, such as, the name, age, telephone number, e-mail address or mailing address of that individual. We only collect the personal information that you supply when you use the Directory, for example, the information you provide when you register.

Use of Personal Information: The information collected by the Directory is shared only with other Members of the Industry Studies Association for purposes of academic research and collaboration. The dissemination of personal information collected through the Directory with third party business partners or for any commercial purpose is strictly prohibited.

#### COOKIES:

The Directory does not use certain software technology known as "cookies." Cookies are small text files that a web site places on a visitor's computer browser to store certain information about the visitor, such as a visitor's preferences.

### PRIVACY STATEMENT SUBJECT TO CHANGE:

This Privacy Statement describes our current policies and practices regarding personal information collected through the Directory. We reserve the right to update or modify this Privacy Statement at any time without prior notice. We will do so by posting an updated or modified version of this Privacy Statement on this web site. Your use of the Directory following any such change constitutes your agreement that personal information collected from or about you through this Directory after the revised Privacy Statement is posted will be subject to the terms of the revised Privacy Statement. For this reason, we encourage you to review this Privacy Statement regularly.

### QUESTIONS:

If you have any questions about this Privacy Statement, concerns about the way we process your personal information, or suspect misuse of Directory Information, you may request details of personal information which we hold about you under the Data Protection Act of 1998, and please contact us at frankg@pitt.edu.

This Privacy Statement was last revised on February 18, 2009.