



TERMS AND CONDITIONS OF MEMBERSHIP AND USE OF PESC IP

1. How You May Not Use the PESC IP. In using the Service, you may not:

(a) use the PESC IP for any purpose not expressly permitted by us; (b) engage in, facilitate, or further unlawful conduct; (c) use the PESC IP in a way that harms us or our advertisers, affiliates, members, or partners; (d) damage, disable, overburden, or impair the PESC IP or any aspect thereof, or interfere with anyone else's ability to access or use the PESC IP; (e) resell or redistribute the PESC IP, or any part of the PESC IP; (f) disrupt, or try to gain unauthorized access to: any account, computer, hardware, or network related to the PESC IP; (g) obtain (or try to obtain) any data from the PESC IP or related hardware, except data that we intend to provide or make available to you; (h) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (i) Publish, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content, topic, name, material, file, or information; (j) Publish, distribute, or disseminate any content, topic, name, material, file, or information that incites, advocates, promotes, depicts, constitutes, or expresses child pornography, profanity, hatred, bigotry, racism, illegal drug use, gratuitous or graphic violence, or criminal or fraudulent activity; (k) use the PESC IP or any material or information made available through the PESC IP in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of us or any third party; (l) download or use any material sent or provided by another user of the PESC IP that you know, or reasonably should know, cannot be legally shared or distributed in such manner (except as expressly permitted by us); (m) view, intercept, or attempt to intercept private communications not intended for you; or (n) violate any relevant law or posted guidelines or codes relating to the use of the PESC IP.

2. Privacy. In order to operate and provide the PESC IP, we collect certain information about you. In particular, we may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of PESC or our members, including the enforcement of our agreements or policies governing your use of the PESC IP; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of PESC employees, customers, or the public. We may use technology or other means to protect the PESC IP, protect our members, or stop you from breaching this Agreement. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the PESC IP.

3. **Intellectual Property.** If you receive from us PESC IP in the form of any software, programs, download or other content (for purposes of this Section 3, we refer to all of these, as applicable, as “software”), your use of that software is under the terms of this Agreement (including any statement of specific authorized uses or restrictions). Unless otherwise stated in this Agreement, then we grant you a limited, personal, non-exclusive, revocable license to use the software only for and during the term of this Agreement. You may not copy, download, modify or create derivative works, publish, transmit, sell or attempt to sell or transfer, or otherwise use or exploit any software unless we have expressly allowed you to do so. Copyright and other intellectual property laws and treaties protect the software and all other aspects of your use of the PESC IP. We own the title, copyright, and other intellectual property rights in the software and the PESC IP, and the software and PESC IP are solely licensed and not sold. You do not have ownership rights to any software made available or accessible on or in relation to the PESC IP, regardless of how the software and PESC IP are used, accessed, downloaded, or otherwise made available to you. Unless we notify you otherwise, your license to use the software will end on the date you cease to be a Member of PESC, if applicable, and you must promptly uninstall and delete the software.

4. **Interpreting this Agreement.** **All parts of this Agreement apply to the maximum extent permitted by law.** A court may hold that we cannot enforce a part of this contract as written. If this happens, then we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the PESC IP. It supersedes any prior contract or statements regarding your use of the PESC IP. If you have confidentiality obligations related to the PESC IP, those obligations remain in force even after termination or cancellation of the PESC IP (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

5. **Assignment.** We may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the PESC IP or any part of the PESC IP.

6. **Claim Must Be Filed Within One Year.** **Any claim related to this Agreement or the PESC IP may not be brought unless brought within one year after the claim arises. If it is not filed in time, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.**

7. **Choice of Law and Location for Resolving Disputes.** Claims for breach of this Agreement will be subject to the laws of the District of Columbia, without reference to conflict of laws principles. You consent to the exclusive jurisdiction and venue of the District of Columbia for all disputes relating to this Agreement or the PESC IP.