

Society of Manufacturing Engineers Terms of Use Policy

1. Introduction

What This Means

The Website offers access to a social media platform where students and professionals can share their information with schools and employers.

What This Means

When you use our Services, you are entering into an agreement that is governed by these Terms.

Welcome, and thank you for using the SME website for SME's high school membership (the "Website")! The mission of the Website is to connect the world's students and professionals, helping them to be more productive and successful. The Website enables students to showcase their accomplishments in areas such as science, mathematics, and technology and to connect with colleges, universities and potential employers. The Website also aids colleges, universities, and companies in the recruiting process by providing access to student information. To achieve our mission, we make services available through our website to help you connect with companies and colleges, find internship, scholarship, and job opportunities, receive guidance, organize your relevant information, and find valuable resources. At your election and with your consent, we also may feature you on our homepage or through other aspects of our website which are visible to the general public.

When you use our products and services, including <http://sme.org/> (collectively referred to as the "Services"), you are entering into an agreement based on these Terms of Use and our [Privacy Policy](#) (collectively referred to as the "Terms"), so please take the time to review them.

If you do not agree to these Terms, then do not create an account with us and do not use our Services. If you already have an account, and you would like to terminate it, please contact us at: service@sme.org.

The owner of the Website and Services is based in the State of Michigan in the United States. SME makes no claims or representations that the Website, the Services, or any of the content available thereon may be lawfully viewed or accessed outside of the United States. Access or use of the Website and the Services may not be legal by certain persons or in certain countries. If you access the Website or the Services, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

We may modify these Terms at any time without notice to you. The most recent version of the Terms will be posted here, so you are encouraged to periodically review them. You may close your account at any time if you do not agree to any revisions to these Terms.

2. The Services

What This Means

In using the Services, you agree that you meet the eligibility requirements, including the Minimum Age.

2.1 Services Eligibility. To be eligible to use the Services, you represent and warrant that you: (1) are not currently restricted from using the Services by Society of Manufacturing Engineers ("SME"); (2) are not a competitor of SME or using the Services in any way that competes with SME; (3) will maintain only one account at a time; (4) have full power and authority to enter into these Terms; (5) agree to provide, at your own cost and expense, all equipment, software, and internet access necessary to use the Services; and (6) that you meet SME's "Minimum Age" requirements. For purposes of these Terms, Minimum Age means you are at least thirteen (13) years of age.

What This Means

SME retains ownership of the Services and grants you a limited right to use them in accordance with these Terms.

2.2 Your Right to Use the Services. SME retains all right, title, and interest in and to the Services and any associated intellectual property right therein including, but not limited to, any inventions (whether patentable or not), copyrights, trade secrets, logos, trademarks and service marks. SME shall also own any ideas, concepts, suggestions, or improvements you submit to SME relating to the Services with no compensation to you. Provided you comply with these Terms, SME grants you a non-exclusive, nontransferable, limited right to use the Services for their intended purpose. You may not sub-license, transfer, or assign any of the rights granted herein. The right to use the Services will automatically terminate upon termination of your account.

What This Means

You own all of the original content you generate or post while using the Services.

2.3 Ownership of Content. The Services may provide you with the ability to interact with other members of SME and post or submit content published directly on the Services (e.g., user forums, chat rooms, blogs, and other interactive features). You retain ownership of any original content you post to the Services or generate using the Services (“User Contributions and Submissions”). You hereby grant to SME a non-exclusive, world-wide, perpetual, paid up, royalty-free license to use your content for any purpose with no compensation to you. You are solely responsible for the User Contributions and Submissions you generate and post while using the Services and for your interactions with other students, subscribers, education institutions, businesses, companies, mentors, individuals or organizations who use the Services (“Users”). Any User Contribution and Submission you submit while using the Services will be considered non-confidential and non-proprietary. You represent and warrant that: (1) you own or control all rights in and to the User Contributions and Submissions and have the right to grant the license granted above to SME and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and (2) all of your User Contributions and Submissions do and will comply with these Terms. You understand and acknowledge that you are responsible for any User Contributions and Submissions you submit or contribute, and you, not SME, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. SME is not responsible, or liable to any third party, for the content or accuracy of any User Contributions and Submissions posted by you or any other user of the Service. All User Contributions and Submissions must comply with these Terms.

What This Means

SME may modify the Services and remove your content if it violates these Terms.

2.4 Services May be Modified. SME may modify, limit, replace, refuse access to, suspend, or discontinue the Services, in whole or in part, or adjust fees for the Services at any time, in SME’s sole discretion, without notice to you. SME further reserves the right to withhold, remove, or discard any content you post to your account if the content is deemed to violate these Terms.

What This Means

Please review our Privacy Policy before submitting any information.

2.5 Privacy. Collecting your information and sharing this information with others is inherent in our Services. You should carefully review our Privacy Policy before using the Website, our Services, or making any content available on your account. With your consent, certain features of our Services may make your information publically available. Please note that certain information you submit to the Services is likely to reveal your gender, ethnic origin, nationality, age and/or other personally identifiable information about you. You agree that your submission of personal information is voluntary and that SME may use it as described in these Terms and our Privacy Policy.

What This Means

2.6 Trademarks. The SME name and all related names, logos, product and service names, designs, and slogans are trademarks of SME or its affiliates or licensors. You must not use such marks without the prior written permission of SME.

SME owns certain trademarks and all others on the Website are trademarks of their respective owners.

What This Means

You will be responsible for all submissions you provide during your use of the Services.

What This Means

SME provides the information and content on the Websites for general information purposes and will not be responsible for decisions or actions taken in reliance upon such information or content.

3. Do's & Don'ts

What This Means

Use the Services in a professional manner and submit only truthful and accurate information.

All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

2.7 User Submissions. By providing any User submission while using the Services, you grant us and our affiliates and service providers, and each of their and our respective licensee, successors and assigns the right to use, reproduce, modify, distribute and otherwise disclose to third parties any such material for any purpose described in our Privacy Policy. You represent and warrant that: (1) you own or control all rights in and to your submissions, (2) you have the right to grant the rights granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and (3) all of your submissions do and will comply with these Terms. You understand and acknowledge that you are responsible for any submission you submit or contribute, and you, not the SME, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any submissions posted by you or any other user of the Services.

2.8 Reliance on Information Made Available. The information and content presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information and content. Any reliance you place on such information or content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or use of the Services, or by anyone who may be informed of any of their contents. The Website and the Services may include content provided by third parties, including materials provided by third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by SME, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of SME. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. In no event will SME be liable for any decision made or action taken in reliance upon the information provided through the Website or the Services.

As a condition to using our Services, you agree to follow our Dos and Don'ts. Do undertake the following:

Do undertake the following:

- Comply with all applicable laws, including, without limitation, those relating to privacy, intellectual property, export control, tax, and regulatory requirements;
- Provide SME with accurate information and update it as necessary;
- Review and comply with our Privacy Policy;
- Review and comply with any notices SME sends you concerning the Services;
- Use the Services in a professional manner;
- Keep your username and password confidential and do not share them with others;

- Ensure your use of the Services will comply with these Terms;
- Use your real name on your profile; and
- Protect your sensitive information such as your email address, phone number, and address.

What This Means

Don't use the Services in an unlawful or unprofessional manner. Don't submit any false, objectionable or infringing content or attempt to interrupt the Services in any way.

Don't undertake the following:

- Act dishonestly or unprofessionally by posting unlawful, libelous, abusive, obscene, discriminatory, inappropriate, inaccurate, or objectionable content to the Services;
- Publish inaccurate information in the designated fields on the profile form (e.g., do not include a link or an email address in the name field);
- Create a profile for anyone other than a natural person;
- Harass, abuse or harm another person, including sending unwelcomed communications to others using the Services;
- Use or attempt to use another's account or create a false identity on the Service;
- Upload, post, email, message, transmit or otherwise make available or initiate any content that:
 - Falsely states, impersonates or otherwise misrepresents your identity, affiliations, qualifications, or experience;
 - Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - Infringes upon patents, trademarks, trade secrets, copyrights or other intellectual property rights;
 - accesses the Service via any automated means including without limitation scripts, bots, spiders, crawlers, or scrapers;
 - Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or
 - Contains software viruses, worms, malware, or any other harmful code, files or programs that interrupt, destroy or limit the functionality of the Services or any computer or other equipment;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Website or using the Services (excluding original content posted by you) except as permitted by these Terms;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code or any underlying intellectual property used to provide the Services, or any part thereof; or
- Utilize or copy information, content or any data you view on or obtain from the Website or the Services to provide any service that is competitive, in SME's sole discretion, with SME or its affiliates and partners.

4. Copyright Policy

What This Means

SME will respond to any claims of copyright infringement if a party believes the its rights have been infringed

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website or the Services infringe your copyright, you may request removal of those materials (or access to them) by submitting written notification to our copyright agent designated below that contains the information required under the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the "DMCA"). Under the DMCA, the written notice must include substantially the following:

- Your physical or electronic signature.

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Society of Manufacturing Engineers
 One SME Drive
 Dearborn, Michigan 48128
 (800) 733-4763 membership@sme.org

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website or the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

5. Disclaimer of Warranties

What This Means

The Services are provided as is and as available.

SME makes no representations or warranties with respect to any content functionality, or Third Party Services.

THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SME DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE WEBSITE AND THE SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SME DOES NOT WARRANT THAT THE WEBSITE OR THE SERVICES WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, ARE ERROR-FREE, WILL BE FREE FROM INTERRUPTIONS, ARE COMPATIBLE WITH YOUR OPERATING ENVIRONMENT, ARE FREE FROM MALWARE, VIRUSES, OR HARMFUL CODE, OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

SME HAS NO OBLIGATION TO VERIFY THE IDENTITY OF ANY USER OF OUR SERVICES. SME DOES NOT CONTROL OR MONITOR USER GENERATED CONTENT AND SME MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE OWNERSHIP OR ACCURACY OF ANY SUCH CONTENT OR WHETHER OR NOT IT INFRINGES ON ANY THIRD PARTY RIGHTS. SME MAY LINK TO THIRD PARTY WEBSITES, PRODUCTS, AND SERVICES (COLLECTIVELY, "THIRD PARTY SERVICES"). SME HAS NO CONTROL OVER AND MAKES NO WARRANTIES WITH RESPECT TO THESE THIRD PARTY SERVICES.

YOU ACKNOWLEDGE THAT SME DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE WEBSITE AND THE SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SME IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

SME HAS NO LIABILITY FOR ANY LOSS, DAMAGE, CORRUPTION, OR UNAUTHORIZED DISCLOSURE OF ANY OF YOUR DATA, ELECTRONIC FILES, PERSONAL INFORMATION, FINANCIAL INFORMATION, OR CONTENT GENERATED BY YOU OR OTHER USERS, OR FOR ANY PHYSICAL DAMAGE TO ANY COMPUTER, HARDWARE, MOBILE DEVICE, OR OTHER EQUIPMENT.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT WHICH IS NOT CONTAINED IN THIS AGREEMENT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, ACCURACY OR PERFORMANCE OF THE WEBSITE, THE SERVICES OR ANY THIRD PARTY PRODUCT OR SERVICE, WHETHER MADE BY SME OR OTHERWISE, WILL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SME.

6. Indemnification and Limit on Liability

What This Means

You will indemnify SME for any claims, cost, and expenses arising out of your use of the Services.

By using the Services, you agree to indemnify, defend, and hold SME, its affiliates and their respective officers, directors, and employees harmless from and against any and all claims, costs and expenses arising out of your use of the Website or the Services, including your generation or posting of any content. SME shall not be liable for any damages whatsoever due to your acts or omissions. SME's total liability in respect of any and all claims arising from or related to the Services, whether in contract, tort, or otherwise, will be limited to the current rate of membership in SME at the time such liability arises.

SME's total liability to you will not exceed the lesser of the amount you paid for the Services or \$100.

IN NO EVENT SHALL SME OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND.

IN NO EVENT WILL YOU SEEK OR BE ENTITLED TO RESCISSION, INJUNCTIVE OR OTHER EQUITABLE RELIEF OR TO ENJOIN OR RESTRAIN THE OPERATION OF THE SERVICES OR ANY FEATURE THEREOF.

7. Termination

What This Means

You and SME can both terminate your account at any time.

7.1 Termination Without Cause. You may terminate your account, for any reason, at any time, upon notice to SME pursuant to these Terms. This notice will be effective upon SME processing your request. SME may terminate your account, at any time, with or without notice. This cancellation shall be effective immediately or as specified by SME. Termination of your SME account includes disabling your access to the Services and may also bar you from any future use of the Services.

What This Means

SME can terminate your account if you misuse the Services or violate these Terms.

What This Means

Upon termination of your account, SME will delete your content.

8. Miscellaneous

What This Means

These Terms represent the entire agreement between us.

What This Means

Unenforceable terms will not affect the enforceability of the rest of the Terms.

What This Means

You cannot transfer your rights or duties.

What This Means

You will not violate U.S. export laws.

What This Means

In the unlikely event there is a dispute between us, you agree to the laws and

7.2 Termination for Cause. SME may restrict, suspend or terminate your account or the account of any User who abuses or misuses the Services. Misuse of the Services includes violating any of these Terms, or any other behavior that SME deems contrary to its purpose. In addition, SME may terminate your account or the account of any User for repeat violations under the Digital Millennium Copyright Act (DMCA) as determined by SME in SME’s sole discretion.

7.3 Effect of Termination. Provisions of these Terms which, by their nature should reasonably be deemed to survive termination of your account, shall survive. Upon termination of your account, SME shall have no obligation to store, save, or otherwise provide you with access to the Services or any content you may have generated, posted, or saved to your account. SME recommends that you take steps to transfer this information prior to terminating your account.

8.1 Entire Agreement. These Terms and the Privacy Policy set forth the entire agreement between you and SME with respect to the Services and supersedes all prior negotiations and dealings, oral or written. In the event of a conflict between these Terms and any other agreement or understanding between us, these Terms will govern.

8.2 Severability. Any provision of these Terms which is prohibited or unenforceable in any jurisdiction shall be ineffective in that jurisdiction without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

8.3 Assignment. You may not sell, assign, transfer, or otherwise dispose of your rights or delegate your duties under these Terms without our prior written consent. SME may freely assign or delegate all rights and obligations under these Terms in whole or in part without notice to you.

8.4 Export Compliance. You agree to comply with all applicable export laws, codes, regulations, and license requirements of the United States of America and other applicable jurisdictions in connection while using the Services.

8.5 Governing Law and Jurisdiction. These Terms shall be governed by and construed in accordance with the laws of the state of [Michigan]¹, without regard to the principles thereof regarding conflict of laws, excepting applicable federal law. You agree that the Courts of Wayne County, Michigan or Oakland County, Michigan shall have exclusive jurisdiction to settle any claim or dispute between us. In the alternative, you agree that SME may elect to settle any dispute through an established alternative dispute resolution (“ADR”) provider. The ADR provider and the parties will agree that: (a) the

courts of [Michigan] or to arbitration.

arbitration shall be conducted by telephone, online, and/or be solely based on written submissions in a manner chosen by SME, (b) the arbitration shall not involve any personal appearance by us or witnesses unless we agree otherwise, and (c) any judgment on the award rendered by the arbitration shall be final and may be entered in any court of competent jurisdiction.

What This Means

8.6 Waiver. Failure of SME to enforce any provision of these Terms shall not be construed as a waiver of such provision.

Failure to enforce a term is not a waiver of the term.

9. Notices

What This Means

You agree that SME may communicate with you using your SME account or other means such as your email or telephone number. SME may also communicate messages or notices to you about the Services by updating these Terms or posting notifications on the Website.

SME will send you notices using your account.

What This Means

If you have questions or comments about these Terms, or if you would like to submit a complaint regarding content posted by a User, please contact us via email at membership@sme.org or via mail at:

You may contact SME either via email or U.S. mail at these addresses.

Society of Manufacturing Engineers
Attn: Privacy Policy Issues
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Dearborn, Michigan 48128

