

# DEEP FOUNDATIONS INSTITUTE

## POLICIES AND PROCEDURES



Policy and Procedure # D5

Approved: 02/17/2022

SUBJECT: DFI Website Terms of Use

### A. License to Use Website (IP)

Unless otherwise stated, DFI and/or its licensors own the intellectual property rights on the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view & download for caching purposes only from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

1. Republish material from this website (including republication on another website);
2. Sell, rent or sub-license material from the website;
3. Show any material from the website in public;
4. Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
5. Edit or otherwise modify any material on the website; or
6. Redistribute material from this website, except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organization, unless otherwise noted

If you would like to use any material for another purpose, permission must be requested from DFI with an explanation of proposed use. DFI reserves the right to approve or deny any such requests.

### B. Acceptable Use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

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### B. Acceptable Use (Cont'd.)

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without DFI's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without DFI.ORG express written consent.

### C. Restricted Access

Access to certain areas of this website is restricted. DFI reserves the right to restrict access to areas of this website, or indeed this entire website, at DFI's discretion.

If DFI provides you with a user ID/Name and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID/Name and password are kept confidential.

DFI may disable your user ID/Name and password to DFI.ORG at the DFI's sole discretion without notice or explanation.

### D. User Content

Per these terms of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, such as (but not limited to): Papers, biography, profile photo, posts, or discussion or dialogue information.

You grant to DFI a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to DFI.ORG the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or DFI or a third party (in each case under any applicable law).

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### D. User Content (Cont'd.)

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

DFI reserves the right to edit or remove any material submitted to this website, or stored on DFI.ORG servers, or hosted or published upon this website.

#### a. Privacy

Please see DFI's Privacy Policy [available here](#).

### E. Limitations of Liability

DFI will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- a. For any direct loss;
- b. For any indirect, special or consequential loss; or
- c. For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if DFI has been expressly advised of the potential loss.

### F. Indemnity

You hereby indemnify DFI and undertake to keep DFI indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by DFI to a third party in settlement of a claim or dispute on the advice of DFI legal advisers) incurred or suffered by DFI arising out of any breach by you of any provision of this terms of use policy [or arising out of any claim that you have breached any provision of this terms of use policy].

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### G. Breaches of This Terms of Use Policy

Without prejudice to DFI's other rights under this Terms of Use Policy, if you breach these provisions in any way, DFI may take such action as DFI deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the

website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### H. Changes to This Policy

This Terms of Use Policy is effective as of February 17, 2022, and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Policy at any time without notice and you should check this Terms of Use periodically. Your continued use of the service after we post any modifications to the Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Policy.

### I. Contact Us

If you have any questions about this Terms of Use Policy, please [contact us](#).