

Terms of Use

Effective: April 29, 2020

IMPORTANT – READ CAREFULLY:

THESE TERMS OF USE GOVERN THE USE OF THE CTIA TOWN SQUARE ENGAGEMENT PLATFORM (“PLATFORM”). THESE TERMS OF USE CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN CTIA-THE WIRELESS ASSOCIATION, OUR AFFILIATES, AND SUBSIDIARIES (HEREINAFTER “CTIA,” “OUR,” “US,” AND “WE”) AND ANY INDIVIDUAL WHO IS APPROVED AND REGISTERED TO USE THE PLATFORM (HEREINAFTER “USERS,” “YOU,” OR “YOUR”). BY ACCESSING OR USING THE PLATFORM, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND ANY OTHER POLICIES AVAILABLE ON THE PLATFORM (INCLUDING, BUT NOT LIMITED TO, OUR [PRIVACY POLICY](#) AND [COMMUNITY GUIDELINES](#)), WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR ANY OTHER SUCH POLICIES, YOU MUST NOT ACCESS OR USE THE PLATFORM.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE LAWSUIT OR ARBITRATION.

Town Square Engagement Platform

The Platform is comprised of all software, hardware, application programming interfaces (“APIs”), technologies, applications, frontend user interface and website, and content posted to the website. Providing the Platform requires collecting and using your information. Our [Privacy Policy](#) describes how we collect, use, and share information that you provide to us. It also describes how you can control your information.

Your Obligations and Commitments

As consideration for your access and use of the Platform, we require you to do the following:

- You must be at least 18 years old.
- You will keep your password confidential and will not share it with others.
- You will use the Platform in a professional manner and comply with the [Community Guidelines](#), which are fully incorporated herein by reference.
- You must not have had your account suspended or disabled by us previously for violation of any law or any of our policies.
- You must not be a registered sex offender.
- You must not impersonate others or provide inaccurate, false, or misleading information. Your use of the Platform requires you to disclose your identity to us and to others who access and use the Platform. You may not impersonate someone you are not, and you cannot create an account for someone else unless you have express permission.
- You cannot do anything unlawful, misleading, or otherwise fraudulent on the Platform. You cannot access the Platform for an illegal or unauthorized purpose.
- You cannot violate or help others to violate these Terms of Use, the [Privacy Policy](#), the [Community Guidelines](#), or any other applicable policies or guidelines that govern your use of the Platform.

- You cannot post private, sensitive, confidential, or proprietary information or do anything that violates someone else’s rights.
- You cannot buy, sell, or transfer any aspect of your account and login credentials.
- You cannot undertake any actions or omissions that would impair or deteriorate the Platform, including any uploading of malicious code or do anything that could disable, overburden, or impair the proper working of the Platform.
- You can only use our intellectual property or trademarks as expressly permitted by our Style Guide or with our express written consent.
- You cannot violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights.
- You cannot reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology.
- You cannot imply or state that you are affiliated with or endorsed by CTIA without our express written consent.
- You cannot engage in “framing,” “mirroring,” or otherwise simulating the appearance or the function of the Platform.
- You cannot use the Platform to solicit bids, discuss suppliers, or engage in anticompetitive behavior.

Notices and Messages

By accessing the Platform you acknowledge and agree that you are okay with us providing notices and messages to you through the Platform and contact information. If your contact information is out of date, you may miss out on important notices.

Content that You Provide to Us

As between us and you, you own the content that you upload to the Platform or that you provide to us to upload. When you upload, post, publish, or share content on or through the Platform, you hereby grant us a non-exclusive, royalty-free, transferable, perpetual, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publish, display, share, translate, and create derivate works of your content.

When you share content on or through the Platform, others can see, copy and use that information. The Platform allows you to message and share information in many ways, such as posting, uploading, and publishing content, group posts, links to events, news articles, and in-Platform messaging. Information and content that you share or post may be seen by other users of our Platform, as well as us and any subcontractors that we may engage to operate and maintain the Platform.

We are not obligated to publish, upload, or post any information or content on our Platform and we reserve the right to remove it for any reason with or without notice to you. While we may edit the content and information that you provide to the Platform, we will not modify the meaning of your expression.

Service Availability

We may modify, suspend, or terminate your access to the Platform at any time for any reason, as we determine in our sole reasonable discretion. We do not promise to store or keep any information and content that you have posted. You agree that we have no obligation to store, maintain, or provide you with a copy of any content or information that you or others provide, except to the extent required by applicable law and as otherwise described in our [Privacy Policy](#).

Complaints Regarding Content

To help support the Platform, we encourage you to report content or conduct that you believe violates your rights, these Terms of Use, and any other applicable policies and guidelines.

Content Removal and Deletion

We retain the right to remove or takedown any content or information that you share, upload, or publish on the Platform if we believe that it violates these Terms of Use, our [Privacy Policy](#), our [Community Guidelines](#), other applicable policies and guidelines, or we are permitted or required to do so by law. We retain the right to deny, suspend, or terminate your access to the Platform, or limit what areas of the Platform you can access based on your user credentials.

Content that You Choose to Delete

You will be able to remove or delete content that you provide, upload, or publish, or share on the Platform. With the exception of your name and company, which will be viewable by all users, you also will be able to control which users can see content that you provide, upload, publish or share. Content you delete may persist for a limited period of time in backup copies and will still be visible where others have shared it. If you wish to delete your account from the Platform you should contact smartcities@ctia.org. This paragraph will still apply even after your account is terminated or deleted.

Your Use of Third Party Content

Your use of others' content and information posted, uploaded, shared, or published on the Platform is at your own risk. Others may offer their own products or services through our Platform, and we are not responsible for those third party activities, products, or services.

When you access the Platform, you may encounter content from other users that is inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. While CTIA monitors the content that is posted by users, we do not review all information and content before or after it has been posted. You agree that we are not responsible for the content posted by others. You further acknowledge the risk to you or your organization may be mistakenly associated with the content about others when they mention you in their content.

We disclaim all liability and responsibility arising from any reliance placed on any information or content on the Platform by you or by any third party who may be informed of any information or content on the Platform. We are not responsible for any losses you may incur as a result of relying on material posted or uploaded on the Platform, even if we were advised of the possibility of such losses. We have the right, but not the obligation, to remove any material from the Platform for any reason or no reason at all, in our sole discretion.

We are not responsible for the availability of external sites or resources linked to the Platform, and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Transactions that occur between you and such third party sites are strictly between you and the third party and are not the responsibility of us. Because we are not responsible for the availability or accuracy of these outside resources or their contents, you should review the terms and conditions and privacy policies of linked sites, as their policies may differ from our terms and policies.

NO WARRANTY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM (OR ANY PORTION THEREOF), OR ANY OF THE CONTENT YOU ACCESS ON OR THROUGH THE PLATFORM ("PLATFORM CONTENT") (OR ANY PORTION THEREOF) ARE AT YOUR SOLE RISK. THE PLATFORM (OR ANY PORTION THEREOF) AND THE PLATFORM CONTENT (OR ANY PORTION THEREOF) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT). NEITHER CTIA NOR ANY PERSON ASSOCIATED WITH CTIA (INCLUDING ITS MEMBERS) MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM (OR ANY PORTION THEREOF) OR THE PLATFORM CONTENT (OR ANY PORTION THEREOF).

WITHOUT LIMITING THE FOREGOING, NEITHER CTIA NOR ANYONE ASSOCIATED WITH CTIA REPRESENTS OR WARRANTS THAT THE PLATFORM (OR ANY PORTION THEREOF) OR THE PLATFORM CONTENT (OR ANY PORTION THEREOF), WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM (OR ANY PORTION THEREOF) OR PLATFORM CONTENT (OR ANY PORTION THEREOF) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM (OR ANY PORTION THEREOF), OR PLATFORM CONTENT (OR ANY PORTION THEREOF) WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

ANY MATERIAL VIEWED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH OR DERIVED FROM THE USE OF THE PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR VIEWING OF ANY SUCH MATERIAL.

REGISTRY SERVICE PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS RELATED TO YOUR COMPLIANCE WITH APPLICABLE REGULATORY OR LEGAL REQUIREMENTS RELATED TO THE PLATFORM OR THE PLATFORM CONTENT (OR ANY PORTION OF ANY OF THE FOREGOING).

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE TERMS OF USE.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS CTIA HAS ENTERED INTO A SEPARATE AGREEMENT THAT OVERRIDES THESE TERMS OF USE), CTIA, INCLUDING ITS DIRECTORS, OFFICERS, MEMBERS, AND ASSIGNS, WILL NOT BE LIABLE IN CONNECTION WITH THESE TERMS OF USE FOR ANY LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION, (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

Disabling or Terminating Your Account

If you believe that your account has been suspended, restricted, or terminated in error or you wish to disable or delete your account, please contact smartcities@ctia.org.

Changes to these Terms

We may revise and update these Terms of Use from time to time in our sole discretion without notice to you. All changes shall be effective immediately when we post them to the Platform, as applicable. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the revised Terms of Use. It is your obligation to check this page often for revisions to these Terms of Use.

Governing Law

These Terms of Use shall be governed by and construed under the laws of the District of Columbia, USA, without giving effect to any principles of conflicts of law. You consent to the exclusive jurisdiction and venue of the District of Columbia or federal courts located in and serving the District of Columbia, USA. CTIA may, in any action or investigation brought to enforce the performance or compliance of any provision of these Terms of Use, recover from you its reasonable attorneys' fees and costs.

No Third Party Beneficiaries

These Term of Use do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms of Use are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.