

SIM4™ TERMS OF USE

Welcome to the SIM4.biz online website (the “Site”). This Site is intended to provide you with information and access to a variety of products and services related to our educational programs. It also allows you to interact with us and others and provides you the opportunity to contact us directly. While we want you to enjoy the experience of visiting our Site, we also want you to understand the terms to which you agree when visiting the Site. References to “we,” “our,” “us” or “SIM” herein refer to Safety In Motion, LLC., an Oregon corporation, and our service providers and designees as deemed appropriate by us.

Compliance with Terms

By accessing this Site, you are agreeing to these Terms of Use, our Privacy Policy and any other legal notices, terms and policies made available on this Site (together referred to as “Terms”), all of which are expressly incorporated herein by this reference.

You agree to use the Site only in accordance with the Terms, whether you are a “Visitor” (which means that you simply browse the Site) or you are a “Member” (which means you have registered with us for the Site). The term “User” means a “Visitor” or a “Member.” Please read and save all of the Terms. If you do not agree with the Terms, do not use this Site or any of its features. If you register to become a Member you may be required to indicate your acceptance to these Terms during the registration process.

Amendment

We may amend or terminate any Terms at any time and such amendment or termination will be effective at the time we post the revised Terms on the Site. Each time you use the Site you should visit and review the then current Terms that apply to your transactions and use of this Site. Your continued use of the Site after we have posted revised Terms signifies your acceptance of such revised Terms. If you are dissatisfied with the Site, its content or any Terms (including as modified), you agree that your sole and exclusive remedy is to discontinue using the Site. The Terms are the entire agreement between you and SIM with respect to your use of the Site.

Eligibility

Use of the Site and its features and registration to be a Member (“Membership”) is void where prohibited. By using the Site and its features, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Site and its features does not violate any applicable law or regulation.

Term

The Terms, as we may revise them from time to time, shall remain in full force and effect while you use the Site features or are a Member. You may terminate your Membership at any time, for any reason, by providing written notice to us. We may terminate your Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Even after Membership is terminated, the Terms will remain in effect and you will remain bound by them except that your right to use the Site as a Member will terminate.

Passwords

If you are registered or register yourself to become a Member, you will either be assigned or be asked to choose a user name (or email address) and password. You are solely responsible for maintaining the confidentiality of this information. You are not permitted to allow anyone else to use your user name and password to log into the Site. You must notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account so please be vigilant in protecting its confidentiality.

Your Use of the Site

Pursuant to a separate agreement between SIM and your company, or a company that your company subcontracts with, you have been granted a non-transferable, non-exclusive license to access this Site, to view information contained at this Site and to interact with the Site solely for your company’s commercial purposes. You agree not to use the Site for any unlawful purpose. You agree not to copy, reverse engineer, translate, port, modify or make derivative works of any portion of the Site. You agree not to rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Site or any portion thereof or use it in any manner not expressly authorized by the Terms.

Tampering with the Site, misrepresenting the identity or age of a user, using buying agents or conducting fraudulent activities on the Site are prohibited.

User Content



Generally

We may, but are not obligated to, allow you to upload content for display on the Site. If we allow this feature, please choose carefully the information you post on the Site, provide to other Users and/or otherwise make available to us and through the Site. Your content may not include any form of prohibited content, as outlined below. Despite this prohibition, information, materials, products or services provided by other Members (for instance, in their profile or displayed on the Site in areas in which users can post content) may, in whole or in part, be unauthorized, impermissible or otherwise violate the Terms, and we assume no responsibility or liability for this material. If you become aware of misuse of the Site or its features by any person, please click on the “Contact Us” link on the Site pages and follow the directions as to how to contact us.

We reserve the right, in our sole discretion, to reject, refuse to post or remove any posting by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Site at any time, for any or no reason, with or without prior notice or explanation, and without liability. We expressly reserve the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Site if we determine, in our sole discretion, that you have violated the Terms, pose a threat to us, our suppliers and/or our Users or for any other purpose we determine in our sole discretion.

Proprietary Rights

SIM does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, “Content”) that you post on the Site (if applicable). After posting your Content to the Site, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. The Site may contain Content of Users and other licensors. Except as provided within the Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Site.

By displaying, publishing Content on the Site, or otherwise submitting Content to us (collectively, “posting”), you hereby grant to SIM a irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use, modify, delete from, add to, create derivative works of, publicly perform, publicly display, reproduce and distribute (and to sublicense the foregoing rights through multiple tiers of licensees) such Content on or through the Site. From time to time, we may remove Content from the Site, permanently or temporarily.

You represent and warrant that: (i) you own the Content posted by you on or through the Site or otherwise have the right to grant the licenses set forth above, and (ii) the posting of your Content on or through the Site does not violate the privacy rights, publicity rights, contract rights, intellectual property or any other rights of any person or entity. You agree to be fully responsible for and to pay any and all royalties, fees, and any other monies owing any person or entity by reason of any Content posted by you.

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Content Posted.

You agree to not use the Site to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site;
- d. upload, post, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- e. upload, post, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials or any other form of solicitation;
- f. upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;



- g. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; or
- h. intentionally or unintentionally violate any applicable local, state, national or international law; and/or collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through g above.

SIM may reject, refuse to post or delete any Content for any or no reason, including, without limitation, Content that in the sole judgment of SIM violates these Terms, including our Privacy Policy. We assume no responsibility for monitoring the Site for inappropriate Content or conduct. If at any time SIM chooses, in its sole discretion, to monitor the Site, we nonetheless assume no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

You are solely responsible for your use of the Site, the Content that you post on or through the Site, and any material or information that you transmit to other Members and for your interactions with other Users.

Protection of Intellectual Property Rights.

SIM respects the intellectual property of others, and requires that our Users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. We reserve the right to terminate the Membership of anyone we suspect to be an infringer.

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide SIM's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your address, telephone number, and email address;
5. 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; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

SIM's Copyright Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

Attn: Legal support, DMCA Notices
Safety In Motion, LLC
4800 Meadows Rd
Suite 480
Lake Oswego, OR 97035

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Some states do not allow the exclusion or limitation of certain warranties and/or liabilities, so certain of the above limitations or exclusions may not apply to you.

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Limitations of Our Liability

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Indemnification

You agree to indemnify and hold SIM, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, cost, expense, claim, or demand, including without limitation, reasonable attorneys' fees, due or relating to or arising out of your use of the Site in violation of the Terms and/or arising from a breach of the Terms and/or any breach of your representations and warranties set forth in the Terms and/or arising out of or relating to any Content that you post.

Miscellaneous

The Terms will be construed, and their performance enforced, under the laws of Oregon without reference to choice of law principles. Any dispute relating to the Terms or the Site may be litigated only in a court having jurisdiction and venue in Multnomah County for state court causes of action and in the District of Oregon for federal court causes of action. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms. We may assign the Terms, in whole or in part, to a related entity or to a third party.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THE TERMS.

The Terms are accepted upon your use of the Site or any of its features and is further affirmed upon you becoming a Member (if applicable). The Terms constitute the entire agreement between you and SIM regarding the use of Site and its services and features. The failure of SIM to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. The Terms operate to the fullest extent



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permissible by law. If any provision of the Terms is unlawful, void or unenforceable, that provision is deemed severable from the Terms and does not affect the validity and enforceability of any remaining provisions.

