



## Website Terms & Conditions / Privacy Policy

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[www.curt.org](http://www.curt.org)

**User's Acknowledgment and Acceptance of Terms & Conditions** – The Construction Users Round Table (referred to herein as "CURT") provides the "[www.curt.org](http://www.curt.org)" website and various related services subject to your compliance with all the terms, conditions, policies, and notices contained or referenced herein, as well as any other written agreement between CURT and user companies. When using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to these Website Terms & Conditions / Privacy Policy. All such guidelines or rules are hereby incorporated by reference into these Website Terms & Conditions / Privacy Policy.

BY USING THIS WEBSITE YOU AGREE TO BE BOUND BY THESE Website Terms & Conditions / Privacy Policy. IF YOU DO NOT WISH TO BE BOUND BY THESE Website Terms & Conditions / Privacy Policy, PLEASE EXIT THE WEBSITE IMMEDIATELY.

CURT reserves the right to change these Website Terms & Conditions / Privacy Policy from time to time without notice to users. You acknowledge and agree that it is your responsibility as a user of this website to review the site and the Website Terms & Conditions / Privacy Policy periodically and to be aware of any modifications. Your continued use of this website after such modifications will constitute your acknowledgment of the modified Website Terms & Conditions / Privacy Policy and agreement to abide by and be bound by the modified Website Terms & Conditions / Privacy Policy.

CURT takes the privacy of its members' information very seriously and will use the information given only in accordance with the terms of this Website Terms & Conditions / Privacy Policy. As a result, CURT will not sell or rent personally identifiable information or a list of CURT customers to third parties.

However, as described in more detail below, there are limited circumstances in which some of your information will be shared with third parties, under strict limitations, so it is important for users to review these Website Terms & Conditions / Privacy Policy in its entirety. These Website Terms & Conditions / Privacy Policy apply to all information and services that are hosted on the CURT website ([www.curt.org](http://www.curt.org)).

CURT reserves the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to users. CURT shall not be liable to users or any third party should it exercise such right.

Users understand and agree that the services available on this website are provided "AS IS" and that CURT assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.



**Information Collection** – CURT is the sole owner of the information collected on the CURT website. CURT collects information from users at several different points on CURT’s website.

**Log Files** – Like most standard website servers, CURT uses log files. This includes, but may not be limited to, Internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks.

**Registration** – CURT requests information from the user on the registration pages for membership meetings, workshops, conferences, online training and other CURT activities. A user must provide contact information (such as name, email, and address). This information is used to prepare for such events and to contact the user if CURT has trouble processing an order. Financial information (such as credit card information) is securely collected and used by CURT’s partner, PayPal – CURT does not retain credit card information provided by the user for online registrations and purchases.

**Information Use** – CURT’s log files are used to analyze trends, administer the site, track users’ movement in the aggregate and individually, and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to personally identifiable information.

**Cookies** – A cookie is a piece of data stored on the user’s computer tied to information about the user. CURT uses session ID cookies only. Once users close the browser, the cookie simply terminates. By setting a cookie on CURT’s site, users will not have to log in with their password more than once, thereby saving time while on the site. If users reject the cookie, they may still use the site. The only drawback to this is that the user will be limited in some areas of the site. Some of CURT’s business partners use cookies on the site (for example, advertisers). However, CURT has no access to, or control over, these cookies once CURT has given permission for them to set cookies for advertising.

**Profile** – CURT does not maintain profiles on individual users that detail their viewing preferences.

**Third Party Advertising** – The advertising appearing on this website is delivered to all users. CURT does not use a third-party advertising server.

**Special Offers and Updates** – CURT periodically sends information on meetings, workshops, CURT’s annual conference, and industry updates. Out of respect for the privacy of CURT’s users, CURT presents the option to not receive these types of communications from CURT. Please see the Choice and Opt-Out sections of this policy for further details.

**Newsletter** – CURT newsletters are sent on a periodic basis. Out of respect for the privacy of users, CURT presents the option to not receive these types of communications from CURT. Please see the Choice and Opt-Out sections of this policy for further details.

**Customer Service** – CURT communicates with users on a regular basis to provide requested services. In regards to issues relating to their account, CURT personnel reply via email or phone, in accordance with the user’s wishes.



**Information Disclosure and Sharing** – CURT occasionally shares aggregated demographic information with CURT partners and advertisers. This is not linked to any personally identifiable information.

**Choice/Opt-Out** – Users who no longer wish to receive CURT’s newsletter and/or other communications may opt out of receiving these communications by editing their profile on the CURT website, or by replying to the email message with “unsubscribe” in the subject line of the email. Users may also email CURT at [construction-users@curt.org](mailto:construction-users@curt.org) or contact CURT by phone at 513-563-4131 to opt out of these communications.

**Third Party Sites and Information** – This website may link users to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under CURT’s control, and you acknowledge that CURT is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor is CURT responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by CURT, or any warranty of any kind, either express or implied.

**Security** – This website takes every precaution to protect users’ information. Please note that through CURT’s partnership with PayPal, sensitive financial information (e.g., credit card numbers and expiration dates) related to online registrations is not transmitted to CURT and is never held in CURT’s records.

Additionally, all of the users’ information is restricted in CURT’s offices. Only CURT employees are granted access to personally identifiable information. If users have any questions about the security on CURT’s website, users can send an email to [info@curt.org](mailto:info@curt.org).

**Correcting/Updating/Deleting/Deactivating Personal Information** – If a user’s personally identifiable information changes (such as zip code, phone, email or postal address), or if a user no longer desires CURT’s services, CURT provides a way to correct, update or delete/deactivate users’ personally identifiable information. The user can usually do this by editing their CURT website profile online.

**Notification of Changes** – Changes to CURT’s privacy policy will be posted to this Website Terms & Conditions / Privacy Policy, the home page, and other places CURT personnel deem appropriate so users can be made aware of what information CURT collects, how it is used, and under what circumstances, if any, CURT discloses or shares the information.

**Antitrust** – The following guidelines apply to the conduct of CURT meetings as well as utilization of this website. This is not an exhaustive list of every possible subject to be avoided; in the event users have doubts about the propriety of any matter discussed on this website, please contact the CURT offices and consult CURT’s Executive Vice President. Generally, antitrust laws proscribe unlawful combinations or agreements with competitors that are likely to injure competition. CURT seeks to



avoid even the appearance of impropriety and this is the spirit in which these guidelines are written. As a result, CURT represents the following:

1. CURT will not discuss prices of goods or services of any particular company or companies;
2. CURT will not disparage the goods or services of any particular company or companies;
3. CURT will not recommend the selection of any particular company as a supplier;
4. CURT will not urge or counsel that any participating company engage in any concerted activity to accomplish any unlawful purpose, as for example, boycotting any company to take a desired action;
5. CURT will not discuss matters that may be trade secrets to any company;
6. CURT will not propose secret sessions after official meetings to discuss matters that cannot lawfully be discussed at official meetings;
7. CURT committees, task forces or other informal groups within CURT will not engage in publishing materials without the advance approval of the Board of Trustees or Executive Committee;
8. CURT seeks to educate member firms and facilitate communication on important issues in the construction industry so member firms will be better informed and can make its own individual business decisions. CURT members are not required to adopt the CURT recommendations or policies.

**Conduct on Site** – Your use of this website is subject to all applicable laws and regulations and you are solely responsible for the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data or other information – that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or otherwise violates CURT's rules and policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;



5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of CURT's employees or representatives.

CURT neither endorses nor assumes any liability for the contents of any material uploaded or submitted by users of the site. CURT generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this website. However, CURT and CURT's agents have the right, at CURT's sole discretion, to remove any content that, in CURT's judgment, does not comply with these Website Terms & Conditions / Privacy Policy and any other rules of user conduct for this website, or is otherwise harmful, objectionable, or inaccurate. CURT is not responsible for any failure or delay in removing such content.

**Disclaimer of Warranties** – ALL MATERIALS AND SERVICES ON THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CURT MAKES NO WARRANTIES THAT: (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THIS SITE FROM CURT OR ITS AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. CURT MAY MAKE CHANGES TO THE SERVICES AND MATERIALS AT THIS SITE AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND CURT MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

CONTENT AVAILABLE THROUGH THIS WEBSITE MAY REPRESENT THE OPINIONS AND JUDGMENTS OF A SITE USER, OR OTHER PERSON OR ENTITY NOT CONNECTED WITH CURT. CURT DOES NOT ENDORSE, NOR IS CURT RESPONSIBLE FOR, THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANYONE OTHER THAN AN AUTHORIZED CURT SPOKESPERSON SPEAKING IN HIS/HER OFFICIAL CAPACITY.



IN ADDITION, THE MATERIALS ON THIS WEBSITE MAY INCLUDE FORM AGREEMENTS OR OTHER DOCUMENTS, INCLUDING FINANCIALLY OR LEGALLY SIGNIFICANT DOCUMENTS. SUCH DOCUMENTS DO NOT CONSTITUTE LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. UNDER NO CIRCUMSTANCES WILL CURT OR ITS AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGES CAUSED BY YOUR RELIANCE ON INFORMATION OR ADVICE OBTAINED THROUGH THIS WEBSITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, OPINIONS, ADVICE, OR OTHER CONTENT AVAILABLE ON OR THROUGH THIS SITE. YOU ARE URGED TO CONSULT AN APPROPRIATE PROFESSIONAL LICENSED IN YOUR JURISDICTION BEFORE RELYING ON ANY LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE OR INFORMATION OBTAINED ON OR THROUGH THIS WEBSITE.

**Limitation of Liability** – IN NO EVENT SHALL CURT OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT CURT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER CURT SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

**Indemnification** – Upon a request by CURT, you agree to defend, indemnify, and hold harmless CURT and its affiliates from all liabilities, claims, and expenses, including attorney's fees, that arise from your misuse of this website.

**Use of Site and Storage of Material** – You acknowledge that CURT may establish general practices and limits concerning use of the services available on this website, including but not limited to, the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted on CURT's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that CURT has no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this website. You further acknowledge that CURT reserves the right to change these general practices and limits at any time, in CURT's sole discretion, with or without notice.

Misuse of network resources in a manner than impairs network performance is prohibited and may result in termination of your account or limitation of your activities.

**Security and Password** – You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. You may not transfer or share your account with anyone, and CURT reserves the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.



**International Use** – Although this website may be accessible worldwide, CURT makes no representation that materials on this site are appropriate or available for use in locations outside of the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

**Termination of Use** – You agree that CURT may, in its sole discretion, terminate or suspend your access to all or part of this website with or without notice and for any reason, including, without limitation, breach of these Website Terms & Conditions / Privacy Policy.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this website immediately ceases, and you acknowledge and agree that CURT may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. CURT shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by CURT in connection therewith.

**Governing Law and Forum Selection** – This website (excluding any linked sites) is controlled by CURT in their office within the State of Ohio in the United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Ohio, by accessing this site, you agree that the statutes and laws of the State of Ohio, without regard to conflicts of laws principles, will apply to all matters relating to the use of this website and the purchase of products and services available through this site.

In the event of any dispute concerning this website and/or the products and services sold hereunder, a lawsuit may only be brought in a court of competent jurisdiction in the State of Ohio.

**Entire Agreement** – These Website Terms & Conditions / Privacy Policy constitute the entire agreement and understanding between CURT and the user concerning the subject matter hereof and supercedes all prior agreements and understandings of the parties with respect thereto. These Website Terms & Conditions / Privacy Policy may NOT be altered, supplemented, or amended by the use of any other documents. To the extent that anything in or associated with this website is in conflict or inconsistent with these Website Terms & Conditions / Privacy Policy, the Website Terms & Conditions / Privacy Policy shall take precedence.

**Miscellaneous** – Users may not assign their rights and obligations under these Website Terms & Conditions / Privacy Policy to any party, and any attempt to do so will be null and void.

If any part of these Website Terms & Conditions / Privacy Policy is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

**Contact Information** – If users have any questions please contact CURT at 4100 Executive Park Drive, Suite 210, Cincinnati, OH 45241, by phone at 513-563-4131, or by email at [construction-users@curt.org](mailto:construction-users@curt.org).