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SWIN BUILDING TRADES hereby grants you permission to access and use the website as set forth in these Terms of Use, provided that:

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- (b) You may not use any SWIN BUILDING TRADES website in violation of any applicable law or regulation.

(c) You do not use the website for any commercial purposes without the prior written authorization of SWIN BUILDING TRADES. You agree not to transmit or otherwise make available any unsolicited advertising, promotional information, bulk email, or other solicitation. You agree not to solicit, for commercial purposes, any users of the website with respect to their user comments.

(d) You do not circumvent, disable or otherwise interfere with security-related features of the website or our sites or servers (or networks connected to our website), including, without limitation, the following activities: (i) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (ii) attempting to interfere with communication to any user, host, or network, including, without limitation, via means of submitting a virus to this or any SWIN BUILDING TRADES site, overloading, "flooding," "spamming," "mailbombing" or "crashing"; or (iii) transmitting or otherwise making available any content containing any "virus," "worm," or "trojan horse" or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment. Violations of system or network security may result in civil or criminal liability. The SWIN BUILDING TRADES will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

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(f) You do not alter or modify any part of the website.

(g) You do not harass, threaten, embarrass or cause distress, unwanted attention, or discomfort to a person or entity on or through the website or its communication systems.

- (h) You do not transmit or otherwise make available on or through the website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, violent, vulgar, obscene, hateful or racially, ethnically, or otherwise objectionable, or potentially libelous or inflammatory, as solely determined by SWIN BUILDING TRADES.
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- (k) This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the website.

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- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit SWIN BUILDING TRADES to locate the material;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number, and email address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

Send notifications of claimed infringement to: Copyright Agent, SWIN BUILDING TRADES, 815 16th Street, NW, Washington, D.C., 20006. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support, or other communications with SWIN BUILDING TRADES.

5. Disclaimer of Warranty

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7. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE SWIN BUILDING TRADES PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES,

COSTS, OR DEBT AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES), OF WHATEVER NATURE, ARISING FROM: (I) YOUR USE OF THE SWIN BUILDING TRADES WEBSITE; (II) YOUR

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8. Miscellaneous

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You and SWIN BUILDING TRADES agree that any cause of action arising out of or related to the SWIN BUILDING TRADES website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use are made effective as of April 29, 2021