CAUCUS Terms of Service

1. Acceptance of Terms
The web site www.CAUCUS.com (the "Web Site") is provided by International Computer Negotiations, Inc. d/b/a Caucus ("Caucus") and is subject to the following Terms of Service ("TOS"), which may be updated by Caucus from time to time. Caucus reserves the right to alter these TOS without advance notice by posting revised TOS. You can determine if the TOS has been revised by referring to the "Last Updated" date at the bottom of this page.

When using particular services provided by Caucus, you shall be subject to any additional posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference into the TOS.

PLEASE READ THESE TOS CAREFULLY. YOUR USE OF THE WEB SITE CONSTITUTES AGREEMENT TO ABIDE BY THE TOS THEN IN EFFECT.

2. Description of the Service
Caucus provides members with access to a collection of online resources, including, but not limited to, listserve forums, online publications, document library, career center, polls, membership directory, meetings and networking opportunities (the "Services"). Unless explicitly stated otherwise, any changes the Services, including the release of new Caucus benefits, shall be subject to the then-current TOS.

3. Membership Registration

A. To qualify for Caucus membership, you must be employed by a bona fide commercial, educational, governmental or not-for-profit enterprise having Standard Industrial Classification (SIC) Codes [or their equivalent North American Industrial Classification System (NAICS) Codes] that fall only within the following ranges: 0111 to 7363; 7381 to 7384; 7513 to 8099; 8211 to 8249; 8322 to 8422; 8631 to 8661; 8711 to 8713; 8731 to 8734; 8743; and 9111 to 9999. You must also be actively involved in, or have responsibility for the IT procurement, sourcing, purchasing, legal or finance function of your employer's organization, and you must pay the requisite dues. Caucus screens applications for membership and reserves the right, in its sole discretion, to deny any application for membership for any reason whatsoever, not limited to those set forth above or elsewhere in these TOS.

B. You are not obligated to register with Caucus in order to access the Web Site. However, Caucus offers certain benefits and services for registered and dues-paid members for which registration is necessary. For registered members, your user ID is your email address; your password will be assigned when the membership is processed. You will receive an email notification from Caucus confirming your ID and password.

C. In consideration of your use of the Services, you agree, where information is requested, to provide true, accurate, current, and complete information about yourself, and to maintain and update it promptly. You agree that if any information you provide is false, inaccurate, not current, or incomplete, we may terminate your use of the Services. You are responsible for maintaining the confidentiality of your password, and agree not to transfer your use of or access to the Web Site or Services to any third party, whether that person is a co-worker, relative or other individual. You are fully responsible for all activities that occur under your password or user name. You agree to immediately notify Caucus of any unauthorized use of your password or user name or any other breach of security.

D. Individual members and named individuals under a corporate membership may not transfer their Caucus memberships unless (i) the current member terminates his/her employment or (ii) the current member is no longer actively involved in or no longer has responsibility for the IT procurement, sourcing, purchasing, legal or finance function in the employer's organization.

4. Rules of Conduct

While using the Web Site you will comply with all applicable laws, rules, and regulations. In addition, Caucus expects the members to respect the rights and dignity of others. Use of the Web Site and Services are conditioned on the following Rules of Conduct. You will not:

A. Post, transmit, or otherwise make available anything that is or may be (i) threatening, harassing, degrading, hateful, or intimidating; (ii) defamatory; (iii) fraudulent, false or tortious; (iv) obscene, indecent, pornographic, or otherwise objectionable; or (v) protected by copyright, trademark, trade secret, right of publicity, or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity, or other proprietary right; (vi) commercial in nature, or otherwise interpreted as being a solicitation for business; or (vii) perceived to be in competition with Caucus, its products and/or services.

B. Use the Web Site for any illegal purpose; or post, transmit, or otherwise make available any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities, or activities such as hacking, cracking, or phreaking.

C. Interfere with any other user's right to privacy; or harvest or collect personally identifiable information about users of the Web Site.

D. Impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that Caucus endorses any statement you make without our prior written consent.

E. Remove any copyright, trademark, or other proprietary rights notice contained on the Web Site.

F. Create a database by systematically downloading and storing all or any of the content on the Web Site.

G. Link to the Web Site or frame any page on the Web Site without the prior written permission of Caucus.

H. Post, download or copy any material from the Web Site except in full compliance with the provisions of these TOS.

I. Place an inquiry on a listserve forum that requests Caucus members to respond directly to non-Caucus members.

J. Caucus may elect, in its sole discretion, not to post a member's message to the Web Site if the message, as interpreted by Caucus, is deemed to be in violation of these Rules of Conduct, or Caucus does not otherwise approve the message for any reason, in its sole discretion.

5. Limitations of Liability and Disclaimer of Warranties

A. Caucus is a distributor only of messages posted in its listserve forum. Please be aware that other members may post material in the Interactive Community that is inaccurate, misleading, or deceptive. All statements, advice, and opinions made by participants are those of such participants only, and Caucus neither endorses nor shall be held responsible for the reliability or accuracy of same, or for any injury, loss, or damage that occurs as a result of such statements, advice, opinions, or other information provided. In addition, Caucus has no control over, and shall have no legal liability for, any damages resulting from the use of information voluntarily made public by a user of the Web Site. Any user of the Web Site who chooses to make any personally identifiable or other information publicly available does so at his or her own risk. Users of the Web Site agree to release Caucus from all liabilities in connection with use of the Web Site and all content on the Web Site.

B. THE WEB SITE, AND (UNLESS OTHERWISE EXPRESSLY STATED) ANY GOODS OR SERVICES YOU ACQUIRE OR ACCESS THROUGH THE WEB SITE ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE WEB SITE AND OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT. IN THIS REGARD, YOU ACKNOWLEDGE THAT YOU MAY NOT RELY ON ANY CONTENT CREATED BY CAUCUS OR SUBMITTED TO CAUCUS, INCLUDING WITHOUT LIMITATION INFORMATION IN THE INTERACTIVE COMMUNITY AND IN ALL OTHER PARTS OF THE WEB SITE.

C. CAUCUS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, THE WEB SITE, CONTENT CONTAINED THEREON, OR

ANY PRODUCT OR SERVICE OBTAINED THROUGH THE WEB SITE, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. CAUCUS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF CAUCUS HAD BEEN ADVISED OF SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION, CAUCUS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE WEB SITE, FROM GOODS ACQUIRED THROUGH CAUCUS, OR FROM ANY CONTENT POSTED ON THE WEB SITE BY CAUCUS OR ANYONE ELSE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEB SITE OR ITS CONTENT IS TO STOP USING THE WEB SITE.

D. **CAUCUS MAKES NO WARRANTY THAT (i) THE WEB SITE WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEB SITE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEB SITE WILL MEET YOUR EXPECTATIONS; (v) ANY ERRORS IN THE WEB SITE WILL BE CORRECTED; OR (vi) THE WEB SITE OR THE SERVICES ON WHICH THEY ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

6. Indemnity

You agree to defend, indemnify, and hold harmless Caucus, its parent, subsidiaries, and affiliated companies, and their respective directors, officers, employees, and agents from and against all claims, losses, costs, and expenses (including attorneys fees) arising out of (i) your use of the Web Sites; (ii) any violation of these TOS by you; or (iii) any allegation that anything you post, transmit, or make available on the Web Sites infringes or otherwise violates the copyright, trademark, trade secret, or other rights of any third party.

7. Links

Caucus may provide links to other World Wide Web sites or resources. Because Caucus has no control over such sites and resources, you acknowledge and agree that Caucus is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

8. Copyright Issues
The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials Caucus hosts infringe your copyright, you (or your agent) may send Caucus a notice requesting that Caucus remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send Caucus a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see www.copyright.gov for details. Notices and counter-notices should be sent to:

Name: Russell Auer
Address: CAUCUS, 100 E Pine St, Suite 110, Orlando, FL 32801
Telephone Number: (407) 740-5600
Fax Number: (407) 740-0368
Email Address: copyright at CAUCUS.com

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there are penalties for false claims under the DMCA.

For further information on U.S. copyright law, you may wish to visit the Web site of the U.S. Copyright Office at: www.copyright.gov.

Caucus reserves the right to remove from the Web Site or block access to any material posted on the Web Site in the event Caucus has a reasonable basis to believe that the material may be infringing or otherwise violates any provision of these TOS.

9. Modifications to Services
Caucus reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Services (or any part thereof) without notice and for any reason whatsoever. You agree that Caucus shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services, or of any content, feature, or product offered on the Web Site. Your continued use of the Web Site after such changes will indicate your irrevocable acceptance of the changes.

10. Termination
You agree that Caucus, in its sole discretion, may terminate your membership and/or use of the Web Site and/or Services, for any reason whatsoever, including, without limitation, if Caucus believes that you have violated or acted inconsistently with the letter or spirit of these TOS. You agree that any termination of your access to the Web Site and/or the Services under any provision of these TOS may be effected without prior notice, and acknowledge and agree that Caucus may immediately deactivate or delete your password and user name and all related information and files associated with it and/or bar any further access to such files or the Services. Further, you agree that Caucus shall not be liable to you or any third party for any termination of your access to the Services.

11. Jurisdictional Issues
Caucus neither represents nor warrants that the Web Site or Services are appropriate or available for use in any particular jurisdiction. Accessing the Web Site or Services from any location other than the United States is at your own risk, and you accept full responsibility for compliance with all local laws.

12. Governing Law
These TOS shall be governed by and interpreted in accordance with the laws of Florida and the United States of America, without regard to their principles of conflicts of law. Any action to enforce these TOS shall be brought exclusively in the federal or state courts located in Orange County, Florida, and in no other place. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

13. Notice
Notices to you may be made via either email or regular mail. The Services may also provide notices of changes to the TOS or other matters, by displaying such notices or by providing links to such notices.

14. Miscellaneous
If any part of these TOS is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of these TOS will remain binding upon the parties. Any heading, caption, or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This constitutes the entire agreement between you and Caucus with respect to your use of the Web Site or any Services and supersedes all prior or contemporaneous communications and proposals between you and Caucus.

15. Information or Complaints
If you would like any further information or if you have a complaint regarding the Web Site or Services, please send an e-mail to katie.mcewen@caucus.com. You may also contact Caucus directly at support@caucus.com