

IME PRIVACY POLICY

IME is committed to respecting each person's privacy, and protecting any personally identifiable information that you might provide to IME. Except as specifically indicated below, IME will not share, rent or sell any of your personally identifiable information without your consent. Please read this entire document carefully so that you will understand and accept the Terms of Use for purposes of protecting your personal privacy as well as the published materials of IME.

TERMS OF USE FOR ALL USERS

1. Consent. Your use of our website is your explicit acceptance and agreement of our terms and conditions, including but not limited to your "opt in" to our Terms of Use. **If you do not agree with these terms of use, please do not continue on our website as your use thereof constitutes acceptance.**

2. Collection of Data. Our webserver automatically captures non-personally identifiable information when you enter it. This includes but is not limited to your domain name, the IP address of the web page from which you entered our site, the pages that you visit, the click-through rates, and the amount of time that you spend here. You as the user will remain anonymous. We may use and/or analyze this data for trends or to improve our site. Should we provide any information from this method to third parties, it will be provided in aggregate form only.

Personally identifiable information is collected when you engage in specific activities on our site such as registering for an IME event or ordering various IME publications. This information could include data such as your name, company name, address, phone, fax and email. If you choose **not** to provide this information, you can continue to visit the site but you may be unable to access certain offers, services or secure, member-only pages.

IME will **not** provide any personally identifiable information to any third party **without your consent**. IME reserves the right to provide your personally identifiable information to third parties if IME reasonably believes that the release of this information is necessary: a) to comply with legal requirements or

legal process; b) to protect and defend the rights or property of IME; or c) to protect the other users of the site or the public.

Cookies may be placed on your computer when you visit our website. The sole purpose of our cookies is to allow us to track your visit to our site and help us improve the site. The cookies do **not** provide IME with any personally identifiable information about you.

Other links and websites may be accessed via our website. If you choose to click on any of those links, you will be leaving IME's website. Protection of your privacy at these linked sites will be governed by their privacy policies – and it is your obligation to make yourself aware of those policies. We are **not** responsible for their policies or practices or their use of any information you may provide.

3. Security. If you provide credit card information to IME, we will encrypt this information between your computer and our server. We do not, however, encrypt any other information that you send to us, including email messages. While our site has industry standard security measures in place, we cannot and do not guarantee complete security.

4. International Users. By using this website, you agree that IME may collect, use and transfer your information as described in this Privacy Policy, regardless of your domicile or place of business.

5. Social Media Postings. IME maintains a presence on certain social media sites, including but not limited to Facebook and LinkedIn. IME maintains those sites for dissemination of current news articles or information for members, and those parties interested in the explosives industry. **IME disclaims any and all liability for any postings on such sites which are not made by IME corporate representatives. IME reserves the right to remove any comments or posts on the IME sites which are in any way contrary to the position or interests of IME, its members, or the explosives industry. IME also reserves the right to block any party making any such comments or posts as in the best interest of the Institute.**

TERMS OF USE FOR MEMBERS

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1. Consent; Privacy Policy. Your use of this site is your explicit acceptance of the terms and conditions contained herein. If you wish to “opt out” of this Agreement, you may not access the remaining information on the site. Otherwise, your continued use of the site constitutes your agreement to “opt in” and accept these terms and conditions.

2. Modifications to this Agreement. IME may amend this Agreement at any time by posting the amended terms on this site. Once again, continued use of the site constitutes your explicit acceptance of the terms as modified.

3. Restrictions on Use of the Site. Through this Agreement, IME grants you a limited, non-exclusive and revocable right to access and use the Site and its content, in strict accordance with these Terms of Use. IME reserves the right to revoke this right and preclude your access to the Site. By accessing the Site, you are agreeing to limit your use of the Content to those express terms provided in this Terms of Use. You may download and/or copy Content onto your personal computer for your non-commercial use. You may **not** incorporate such information into a data base or archive. You agree that you will not use such Content to facilitate any type of bulk commercial mailing.

4. Content Provided by You. You may not upload content or communicate to and through the Site. Should you wish Content to be added, you may contact IME to request its specific inclusion and the reason for it. The decision whether or not to post such Content will rest solely with IME.

5. Use of IME Directory. Access to IME’s Member Information System (“MIS”) may be used only for the explicit purposes of this Agreement. The MIS contains all essential contact information for our members and non-member organizations which are regularly updated by IME and may be used by IME for information sharing purposes only. The presence of this information in the MIS represents only that these companies, organization, institutions and individuals are members in good standing of IME or are persons/organizations with whom IME maintains relationships in furtherance of its business and mission. It does **not** represent their consent to receive any marketing or related communications. IME does not endorse these members or other organizations and makes no representations, warranties or guarantees as to, as assumes no responsibility for the products or services provided by them. IME expressly disclaims all liability for damages of any kind arising out of the use or performance of the products or services provided by these members and other organizations.

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7. Disclaimer of Warranty. THIS SITE, INCLUDING ALL OF ITS CONTENT, IS PROVIDED “AS IS.” IME AND ALL OF ITS AFFILIATED PARTIES, INCLUDING BUT NOT LIMITED TO EMPLOYEES, MEMBERS, DIRECTORS, CONTRACTORS, COLLECTIVELY THE “IME PARTIES,” MAKE **NO** REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SITE, ITS CONTENT, HYPER-LINKS TO THIRD PARTIES, OR AS TO SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE. IME FURTHER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AS TO QUALITY, ACCURACY, AVAILABILITY, COMPLETENESS. IME EXPLICITLY DISCLAIMS ANY OBLIGATION TO

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8. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCES SHALL IME HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR THE QUALITY, ACCURACY, TIMELINESS, CONTINUED AVAILABILITY OR COMPLETENESS OF THE SITE, INCLUDING ITS CONTENT. IN NO EVENT WILL IME BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT YOU MAY INCUR IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE SITE, INCLUDING THE CONTENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, EVEN IF IME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If applicable law does not allow the limitation or exclusion of liability for incidental, consequential, special, punitive or exemplary damages or the exclusion of implied warranties, then in such jurisdictions, IME's liability is limited to the greatest extent permitted by law.

9. Reservation of Rights. IME shall, at all times, have complete freedom in the editorial control of the Content made available on the Site. IME explicitly reserves the right, in its sole discretion, at any time, to change the Content of the Site and/or to discontinue or change any aspect of the Site. IME may also restrict your access to parts of or all of the Site without notice or liability.

10. Password Protection. Your use of certain portions of this Site may require a password. Anyone with knowledge of your password can gain access to the restricted portions of this Site and the information available to you. Accordingly, you should make every effort to keep your password secret. By agreeing to these Terms and Conditions, you agree to make your best efforts to keep your password secret. IME reserves the right to delete or re-set a password in its own discretion should there be a reasonable concern that the Site has been accessed by users without permission, or through the misuse of another's password.

11. No Sponsorship of Third Party Sites. The Site may contain links to other internet sites, sponsored and maintained by third parties. IME is providing such links solely as a convenience to you and as such, IME makes no representations concerning the content of those sites. Provision of the link does not constitute

endorsement, authorization, sponsorship or affiliation by IME with respect to any site, its owners or providers.

12. Termination. You or IME may terminate this Agreement with or without cause at any time, and with immediate effect. You may terminate the Agreement by discontinuing use of the Site and destroying all materials obtained from the Site. This Agreement will terminate immediately **without notice** from IME if you, in IME's sole discretion, fail to comply with any provision of this Agreement. Upon termination by you or upon notice of termination by IME, you are obligated to destroy all materials obtained from the Site. We ask that you notify IME of such termination so that we may remove your identification and password from the Server.

13. Applicable Law. This Agreement is governed by the laws of the District of Columbia without regard to principals of conflicts of law.

14. Disputes. You agree to submit to the jurisdiction of the state and federal courts of the District of Columbia with regards to litigation arising out of this Agreement, waiving all affirmative and legal defenses in respect of jurisdiction, forum and venue.

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16. Copyright Infringement. If you believe that your work has been copied in a way that may constitute copyright infringement, please provide IME (as below) the written information specified below. Please note that this procedure is exclusively for notifying IME, its members and/or affiliates, that you believe your copyright has been infringed.

- a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b) A description of the copyrighted work that you claim has been

infringed upon;

c) A description of where the material you assert is infringing is located on the Site;

d) Your contact details, including address, phone and email address;

e) 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;

f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner's behalf.

IME's Copyright Contact for notices of claims infringement on its Site can be reached as follows:

Institute of the Makers of Explosives (IME)

ATTN: Debra Satkowiak, President

1212 New York Avenue, NW

Suite 650

Washington, DC 20005

dsatkowiak@ime.org

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