

cdpACCESS Acceptable Use Policy

By using the cdpACCESS service (Service or cdpACCESS), you agree that you will abide by the terms of this Acceptable Use Policy (Agreement).

IMPORTANT: IF YOU CHOOSE TO ACCEPT THIS AGREEMENT, YOU MUST ACCEPT IT AS PRESENTED TO YOU, WITHOUT CHANGES. THE INTERNATIONAL CODE COUNCIL (ICC) WILL ACCEPT NO ADDITIONS OR DELETIONS. ICC may, at any time, change, add, or remove any part of this Agreement or any part of the services and features provided at the Site. If it does so, ICC will update the Agreement here and may also post such changes elsewhere on the Site.

IF ANY FUTURE CHANGE IS UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING THE SERVICE. YOUR CONTINUED USE OF THE SERVICE WILL ALWAYS INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND ANY CHANGES TO IT.

Content Guidelines

ICC may allow you to post, stream, transmit or otherwise provide ("post") ideas, remarks, questions, data, graphics, opinions, designs, customizations, or other content (collectively "User Generated Content") through cdpACCESS.

You agree that you will **not** post User Generated Content that:

- Contains any information or content that we deem in our sole discretion to be violent, harmful, abusive, hateful, offensive (to persons of or having a particular race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition), defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
- Is pornographic or sexually explicit;
- Seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- Infringes any third party's intellectual property rights, privacy rights, publicity rights, or other personal or proprietary rights;
- Contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- Is false, misleading, deceptive, or fraudulent;
- Creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to yourself or any other person;
- May create a risk of any other loss or damage to any person or property;
- Violates, or encourages any conduct that violates laws or regulations;

- Contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets).

Prohibited Acts

You agree that you will **not**:

- Engage in any conduct that, in ICC's sole judgment, restricts or inhibits any other user from using or enjoying cdpACCESS;
- Use cdpACCESS to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt any servers or networks used to provide cdpACCESS or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide cdpACCESS;
- Gain unauthorized access to cdpACCESS, or any account, computer system, or network connected to cdpACCESS, by means such as hacking, password mining or any other illicit conduct;
- Circumvent, including without limitation, by avoiding, bypassing, removing, deactivating, impairing, or descrambling any technological measure implemented by ICC or any other third party (including another user) to protect cdpACCESS or User Generated Content;
- Attempt to probe, scan, or test the vulnerability of any account, computer system, or network connected to cdpACCESS, or breach any security or authentication measures;
- Attempt to interfere with the access of any user, host or network, including without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing cdpACCESS;
- Obtain or attempt to obtain any materials or information not intentionally made available through cdpACCESS;
- Use cdpACCESS to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising;
- Engage in advertising or commercial solicitation of any product or service, or to solicit donations of any kind using cdpACCESS, without our written consent;
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users without their express permission;
- Violate any applicable law or regulation;
- Request, collect or store username, password, or any other account authentication information from other users; or
- Encourage or enable any other individual to do any of the activities prohibited in this Acceptable Use Policy.

ICC reserves the right, but is not obligated, to monitor any User Generated Content to determine compliance with this Acceptable Use Policy and for any other reason or for

no reason. ICC reserves the right, but is not obligated, to edit or remove any User Generated Content for any reason or for no reason, including User Generated Content that ICC believes violates this Acceptable Use Policy or its [Website User Agreement](#). ICC may also permanently or temporarily terminate or suspend your account without notice and liability for any reason, including if, in ICC's sole determination, you violate any provision of this Acceptable Use Policy, our [Website User Agreement](#), or for no reason.

You agree that you shall remain solely responsible for the content of your messages and any User Generated Content. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement on cdpACCESS, whether it is provided by us, our employees, or a third party.

Under no circumstances will ICC be liable for any loss or damage of any kind caused by reliance on information obtained through cdpACCESS. We are not responsible for any offensive, defamatory, obscene or any other posting made on cdpACCESS. We reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are inappropriate, objectionable or in violation of this Acceptable Use Policy. Neither we nor any third-party content provider shall assume or have any liability for any action or inaction by us or any third-party content provider with respect to any conduct, communication or posting on cdpACCESS.

Any user who feels that posted User Generated Content is objectionable or otherwise in violation of this Acceptable Use Policy is encouraged to contact us immediately by email to reporting@iccsafe.org. We have the ability to remove objectionable messages and we will make every effort to do so, within a reasonable time frame, if we determine that removal is necessary. This is a manual process, however, so please realize that we may not be able to remove or edit particular messages immediately.

We are a provider of an interactive computing service as set forth in the Communications Decency Act, 47 U.S.C. §230, and expressly reserve our rights to not be treated as the publisher or speaker of any information provided by another information content provider on cdpACCESS.