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TERMS OF USE

Welcome to the Seattle in Progress (“**SiP**”; “**We**”; “**Us**” and similar formatives) web site and online services (including the free services at www.seattleinprogress.com and the paid subscription service at www.seattleinprogress.com/pro, collectively referred to as the “SiP Site”). The following Terms of Use for the SiP Site is a legal contract between you (“You,” “Your,” and similar formatives), and SiP regarding Your use of the SiP Site. Visitors to and users of the SiP Site are referred to individually as a “User” and collectively as “Users”.

PLEASE CAREFULLY READ THE FOLLOWING TERMS OF USE. BY REGISTERING FOR, ACCESSING, BROWSING, OR SIMPLY USING THE SiP SITE, YOU ACKNOWLEDGE THAT YOU ARE ACCEPTING A BENEFIT AND HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE “TERMS”). IF YOU REPRESENT AND ORGANIZATION, YOU AGREE, REPRESENT, AND ASSERT THAT YOU HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION TO THESE TERMS.

1. Privacy Policy

Your privacy is important to SiP. SiP's [Privacy Policy](#) is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to SiP's collection, use, and disclosure of Your information.

2. Additional Guidelines

Unless explicitly stated otherwise, all services and features of the SiP Site are provided on a per-user basis; each individual within Your organization is required to separately agree to these Terms and, if required, to separately pay to obtain access to the SiP service or feature. When using the SiP Site, You will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the “**Guidelines**”), such as a requirement of payment for a subscription or a flat-rate for certain services or features. All such Guidelines are hereby incorporated by reference into these Terms.

3. Modification of these Terms

SiP reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the SiP Site after the posting of changes constitutes Your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective as soon as posted on the SiP Site or, if not allowed by law to be effective

immediately, then as soon as you "accept" the changes or thirty days after they are posted on the SiP Site, whichever occurs sooner.

4. Basic License and Non-Compete

SiP provides humans users a limited, revocable, worldwide, non-transferable license to use and interact with the materials and data on the basic SiP Site (“**Basic License**”). The Basic License is only licensed for use by a human operator. Automated collection of SiP data, through scraping, reverse engineering of the API or other means, is strictly prohibited. For programmatic access to the SiP Site or to integrate SiP data or functionality with internal IT systems, contact SiP to discuss a custom extended license.

The Basic License shall only be used for use for internal business purposes. Data from the SiP Site shall not be copied or shared with clients or the public (1) in such volume or detail that it substantially duplicates SiP; or (2) used for the purposes of competing with SiP in any manner. Data from the SiP Site may be published or shared with clients provided the shared data meets both of the following criteria:

- a. the shared data is part of a one-off or periodic report (published no more than once a month). Building live reports or interactive websites continually updated from SiP data is prohibited. For example, sending out a monthly report on neighborhood development is allowed. Building a neighborhood dashboard that shows the current state of development, continually updated from SiP data, is not allowed.
- b. the shared data is reported in aggregate or for only a small subset of the available data. If details of particular projects are given, then the data must pertain to a confined geographic area, no bigger than single neighborhood. For example, sharing details for all projects within one mile of a client's site is allowed. Sharing aggregate statistics on the volume and nature of single family home construction across the city is also allowed. But sharing a dataset with details on every single family project in the city is not allowed.

For uses that go beyond those allowed under the Basic License, contact SiP to discuss a custom extended license.

5. Registered Users

In addition to the Basic License, SiP offers additional professional services (collectively, the “**Professional Subscription Services**”) for a fee. You may have purchased or been given single-user access to Professional Subscription Services. In conjunction with such purchase or access, SiP grants You, individually, a limited, terminable, revocable and non-transferable license to use the SiP Site as further explained in the Guidelines provided to You. Each individual within the Your organization must purchase a separate license. You will log in to the Professional Subscription Services under an individual email account, and You certify that, by logging in through that email account, that You are the owner of that account and the sole individual using the Professional Subscription Service provided by SiP.

6. User Content

6.1 User Content in General

You may be the author of and/or otherwise be authorized to control intellectual property rights in written works, images, videos, websites, rights of personality, software and other tangible and intangible intellectual property that the SiP Site allows you to create (collectively, “**User Content**”). SiP may now or in the future permit You and others to post to the SiP Site and/ or link the SiP Site to Your User Content and SiP may host, share, and/or publish User Content posted by You to the SiP Site. You understand that whether or not such User Content is published, SiP does not guarantee any confidentiality with respect to any submissions.

6.2 Limited License Grant to SiP for User Content Posted by You

By submitting, or printing or distributing User Content on or through the SiP Site, You hereby grant to SiP a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute and re- distribute Your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed) solely in the form and sequence submitted by you. Any partial segments of User Content submitted by you directly to SiP are solely for purposes of carrying out the requested services and shall not be posted or displayed on the SiP Site.

6.3 User Content Representations and Warranties

You are solely responsible for Your User Content and the consequences of posting or publishing Your User Content to the SiP Site. By uploading and publishing Your User Content to the SiP Site You affirm, represent, and warrant that: (1) You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize SiP and SiP’s Users to use and distribute Your User Content as necessary to exercise the licenses granted by You in

this Section and in the manner contemplated by SiP and these Terms; (2) Your User Content will not: (a) infringe, violate, or misappropriate any third- party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (3) Your User Content does not contain any viruses, adware, spyware, worms, or other malicious code.

VIOLATORS OF THIRD-PARTY RIGHTS MAY BE SUBJECT TO CRIMINAL AND CIVIL LIABILITY. SiP RESERVES ALL RIGHTS AND REMEDIES AGAINST ANY USER WHO VIOLATES THESE TERMS OF USE.

6.4 User Content and Promotional Content Disclaimer

You understand that when using the SiP Site You may be exposed to User Content from a variety of sources, and that SiP is not responsible for the content of such User Content (including, without limitation, the accuracy, usefulness, or intellectual property rights of or relating to such User Content). You further understand and acknowledge that You may be exposed to User Content that are inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against SiP with respect thereto. SiP does not endorse or adopt any User Content or any opinion, recommendation or advice expressed therein, and SiP expressly disclaims any and all liability in connection with User Content. If notified by a User or a content owner of a User Content that allegedly does not conform to these Terms, SiP may investigate the allegation and determine in its sole discretion whether to remove the User Content, which it reserves the right to do at any time and without notice. For clarity, SiP does not permit copyright infringing activities on the SiP Site.

7. Copyright Policy

It is SiP's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act or other Copyright laws. For more information, please go to SiP's Copyright Policy.

8. Prohibited Conduct

By using the SiP Site you agree not to:

8.1 Use the SiP Site for any purposes other than to view content on the SiP Site and you agree not to share content from the SiP Site using methods not authorized by SiP;

8.2 Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein;

8.3 Post anything on the SiP Site including, but not limited to, comments, screen names, personal information, or trivia questions, that is unlawful, that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate in SiP's sole discretion;

8.4 Post any SiP content on a third party site or service that is unlawful, that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive or otherwise inappropriate in SiP's sole discretion;

8.5 Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the SiP Site accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the SiP Site, or perform any other similar fraudulent activity;

8.6 Delete the copyright notices or other proprietary rights on the SiP Site or User Content;

8.7 Use the SiP Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

8.8 Defame, harass, abuse, threaten or defraud Users of the SiP Site, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.9 Use the SiP Site if You are under the age of 13 years old;

8.8 Remove, circumvent, disable, damage or otherwise interfere with security-related features of the SiP Site, features that prevent or restrict use or copying of any content accessible through the SiP Site or User Content or features that enforce limitations on the use of the SiP Site or User Content;

8.9 Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the SiP Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.10 Modify, adapt, translate or create derivative works based upon the SiP Site or any part thereof, including User Content, except and only to the extent expressly allowed by applicable law; or

8.11 Intentionally interfere with or damage operation of the SiP Site or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

9. Account

If You register an account with SiP, You are solely responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password. You agree that the information You provide to SiP on registration and at all other times will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that Your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of Your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify SiP. You may be liable for the losses incurred by SiP or others due to any unauthorized use of Your SiP Site account.

10. Third-Party Sites, Products and Services; Links

The SiP Site may include links or references to other web sites or services solely as a convenience to Users ("**Reference Sites**"). SiP does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, Your correspondence or business dealings with, or participation in promotions of, a advertisers found on or through the SiP Site are solely between You and such advertiser.

ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

11. Termination; Terms of Service Violations.

11.1 Termination by SiP

You agree that SiP, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with SiP or Your use of the SiP Site and remove and discard all or any part of Your account, and any User Content, at any time. SiP may also in its sole discretion and at any time discontinue providing access to the SiP Site, or any part thereof, with or without notice. You agree that any termination of Your access to the SiP Site or any account You may have or portion thereof may be effected without prior notice, and You agree that SiP will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

These remedies are in addition to any other remedies SiP may have at law or in equity. As discussed herein, SiP does not permit copyright infringing activities on the SiP Site, and will terminate access to the SiP Site, and remove all User Content or other content submitted by any Users who are found to be repeat infringers.

11.2 Termination by you

Your only remedy with respect to any dissatisfaction with (i) the SiP Site, (ii) any term of these Terms of Use, (iii) Guidelines, (iv) any policy or practice of SiP in operating the SiP Site, or (v) any content or information transmitted through the SiP Site, is to terminate this Terms of Use and Your account. You may terminate this Terms of Use at any time by deleting Your account with the SiP Site and discontinuing use of any and all parts of the SiP Site.

12. Ownership; Proprietary Rights

The SiP Site is owned and/or operated by SiP. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the SiP Site provided by SiP (the “**Materials**”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Content, all Materials contained on the SiP Site are the property of SiP or its subsidiaries or affiliated companies and/or third-party licensors or potentially third-party advertisers displayed next to each work. Except in any User Content, all trademarks, service marks, and trade names are proprietary to SiP or its affiliates and/or third-party licensors and advertisers. Except as expressly authorized by SiP, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. SiP reserves all rights not expressly granted in this Terms of Use.

13. Indemnification

You agree to indemnify, save, and hold SiP, its affiliated companies, contractors, employees, agents and its third-party suppliers, third-party advertisers, licensors, and partners harmless from any third-party claims, losses, damages, liabilities, including reasonable legal fees, arising out of Your use or misuse of the SiP Site, any violation by You of these Terms, or any breach of the representations, warranties, and covenants made by You herein. SiP reserves the right, at Your expense, to assume the defense and control of any matter for which You are required to indemnify SiP, and You agree to cooperate with SiP's defense of these claims. SiP shall promptly notify You of any such claim, action, or proceeding upon becoming aware of it.

14. Disclaimers; No Warranties

The SiP Site and data is based on a combination of public data sources, the most important of which are permit databases and design review documents. While we strive to accurately convey the information contained in these sources, the sources themselves are at times inaccurate, incomplete, inconsistent and ambiguous. In addition, our processing of the data sources, by a combination of automated algorithms and manual data entry, could be subject to errors and omissions. We cannot guarantee, in any way, that any information presented on SiP accurately reflects data in official sources or projects as they are actually built. Accordingly, this Section 14 and Section 15 disclaims our liability for relying on such accuracy, among other disclaimers.

14.1 No Warranties

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SIP, AND ITS AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SIP OR THROUGH THE SIP SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 13 THE TERM SIP INCLUDES SIP'S OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

14.2 "As is" and "As available" and "With All Faults"

YOU EXPRESSLY AGREE THAT USE OF THE SIP SITE IS AT YOUR SOLE RISK. THE SIP SITE AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, USER POSTINGS, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SIP SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

14.3 Content

SIP, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, USER POSTINGS, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SIP SITE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

14.4 Accuracy

SIP, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SIP SITE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

14.5 Harm to Your Computer

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SIP SITE (INCLUDING RSS FEEDS) OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

15. Limitation of Liability and Damages

15.1 Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL SIP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE SIP SITE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH SIP, EVEN IF SIP OR A SIP AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SIP'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

15.2 Limitation of Damages

IN NO EVENT WILL SIP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SIP SITE OR YOUR

INTERACTION WITH OTHER SIP SITE USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SIP SITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

15.3 Reference Sites

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN SIP AND RECEIVED THROUGH OR ADVERTISED ON THE SIP SITE OR RECEIVED THROUGH ANY REFERENCE SITES.

15.4 Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT SIP HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SIP, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND SIP. SIP WOULD NOT BE ABLE TO PROVIDE THE SIP SITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

15.5 Limitations by Applicable Law

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

15.6 Consumer End Users (Outside of the USA).

This Section 15.6 applies only to Users residing and using the SiP Site outside of the United States. The limitations or exclusions of warranties and liability contained in this Terms of Use do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods for solely personal use otherwise than in the course of business outside of the USA. The limitations or exclusions of warranties, remedies or liability contained in this Terms of Use apply to You to only the extent such limitations or exclusions are permitted under the laws of the jurisdiction where You are located.

16. Miscellaneous

16.1 Notice

SiP may provide You with notices, including those regarding changes to these Terms of Use, by email, regular mail or postings on the SiP Site. Notice will be deemed given twenty-four hours after email is sent. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the SiP Site. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the SiP Site is deemed given 30 days following the initial posting or immediately when You view the posting, whichever occurs sooner.

16.2 Waiver

The failure of SiP to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by SiP.

16.3 Dispute Resolution and Arbitration

(a) **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any principles of conflicts of law.

(b) **Arbitration.** For any claim related to these Terms of Use or the SiP Site, excluding claims for injunctive or other equitable relief, where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), either SiP or You may elect at any point in or during a dispute or proceeding to resolve the claim through binding non-appearance-based arbitration. A party electing arbitration shall initiate it through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) **Jurisdiction.** You agree that any action at law or in equity arising out of or relating to these Terms or SiP will be filed only in the state or federal courts in and for Washington State, and You hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, except as provided in Section 16.3(b) regarding arbitration. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's intellectual property rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

(d) Improperly Filed Claims. All claims You bring against SiP must be resolved in accordance with this Section 16.3. All claims filed or brought contrary to this Section 16.3 shall be considered improperly filed. Should either party file a claim contrary to this Section 16.3, the other party may recover attorneys' fees and costs up to one thousand U.S. Dollars (\$1,000.00 USD), provided that such party seeking such fees has notified the other in writing of the improperly filed claim, and the other has failed to promptly withdraw the claim.

16.4 Severability

If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

16.5 Assignment

These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You other than to an entity which acquires substantially all of Your Assets, but may be assigned by SiP without restriction. Any assignment attempted to be made in violation of this Terms of Service shall be void.

16.6 Survival

Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

16.7 Headings

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

16.8 Entire Agreement

These Terms, the Privacy Policy, Copyright Policy and other Guidelines constitute the entire agreement between You and SiP relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms, Privacy Policy or Guidelines made by SiP as set forth in Section 3 above.

16.9 Claims

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SIP SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

