

Terms of Use

LinkedField Inc. (“we,” “us,” “our”) welcomes you to our website located at www.LinkedField.com and our application “LinkedField” (the “Website” or “Site”). LinkedField is a communication service that allows construction workers and personnel from different companies to communicate and share information about a project. Please read these Terms of Use carefully before using the Website. By accessing and using the Website, you agree to be bound by all the Terms of Use set forth herein. If you do not agree with these Terms of Use, you have the right to stop using the Website.

Ownership/Restrictions on Use

The Website is owned and operated by LinkedField Inc. (“LinkedField”). Any and all content, data, graphics, photographs, images, audio, video, software, trademarks, service marks, trade names and other information (collectively, the “Content”) contained in this Website are proprietary to LinkedField, and its affiliates.

Except as set forth herein, you may not modify, copy, reproduce, publish, post, transmit, distribute, display, perform, create derivative works from, transfer or sell any Content without the express prior written consent of LinkedField. You may download, print and reproduce the Content for your own informational, non-commercial purposes provided you agree to maintain any and all copyright or other proprietary notices contained in such Content, and that you cite the URL Source of such Content. Reproduction of multiple copies of the Content, in whole or in part, for resale or distribution is strictly prohibited except with the prior written permission of LinkedField. To obtain written consent for such reproduction, please contact us at info@LinkedField.com.

LinkedField respects the intellectual property rights of others and expects our users to do the same. The policy of LinkedField is to terminate the accounts of repeat copyright offenders and other users who infringe upon the intellectual property rights of others.

Registration and Passwords

To access certain portions of the Website, you may be asked to complete an online registration form. In consideration for your use of this Website and the services provided on it, you agree to provide true, current, complete and accurate information as requested on any registration form to which this Website may direct you, and to update that registration information as soon as possible after any information on such registration form changes.

Upon registration, you will register a unique identifier to access your contents. You alone are responsible for keeping the content you access confidential, and for any and all activity that occurs on this Website under your account. You agree to immediately notify LinkedField of any unauthorized use of your account or any other breach of security.

User Conduct

You may not use the Website in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site, including through the use of a robot, spider, scraper, deep link or other similar automated data gathering or extraction tool.

As a condition of your continued access to and use of this Website, you agree to abide by all applicable federal, provincial, territorial and all other laws and regulations. In addition, without limiting the foregoing, you agree not to:

upload, post, email or otherwise transmit any material that:

- constitutes unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- infringes any patent, trade-mark, trade secret, copyright or other proprietary or privacy rights of any party;
- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, racially, ethnically or otherwise objectionable; or
- contains any form of destructive software such as a virus, worm, Trojan horse, time bomb, cancelbot, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Website, including email addresses, without the express consent of such users;
- for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Website;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- attempt to gain unauthorized access to the Website, other computer systems or networks connected to the Website, through password mining or any other means;
- interfere with or disrupt networks or servers connected to the Website or violate the regulations, policies or procedures of such networks; and
- use, download or otherwise copy, or provide to any person or entity any Website users directory or other user or usage information or any portion thereof other than in the context of your use of the Website.

The foregoing is hereinafter collectively referred to as the “Code of Conduct.”

LinkedField reserves the right to take any action it deems necessary to protect personal safety. LinkedField has no liability or responsibility to users of the LinkedField Website or any other person or entity for performance or non-performance of the aforementioned activities.

Disclaimer/Limitations on liability

THE WEBSITE, AND ANY CONTENT, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH LINKEDFIELD EXPRESSLY DISCLAIMS. LINKEDFIELD DOES NOT ENDORSE AND MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT, INCLUDING RETRIEVED THIRD PARTY ACCOUNT INFORMATION (OR ITS PRESENCE OR ABSENCE FROM LINKEDFIELD), AND LINKEDFIELD WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE WEBSITE OR ANY CONTENT. WE HAVE NO DUTY

TO UPDATE THE CONTENT OF THE WEBSITE. LINKEDFIELD MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE WEBSITE AND USING THE CONTENT, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. THIS WARRANTY DISCLAIMER MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC SERVICES OFFERED BY LINKEDFIELD .

YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. LINKEDFIELD SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF LINKEDFIELD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE CONTENT. THIS LIMITATION OF LIABILITY MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY LINKEDFIELD . SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

Applicable Laws

LinkedField is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorized to access or use any of the information on this Website.

These Terms of Use shall be governed in all respects by the laws in effect in California county, USA without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

These Terms of Use and any and all other legal notices or statements posted on the Website constitute the entire agreement between you and LinkedField with respect to the use of the Website, including the Content.

Indemnity

You agree to defend, indemnify, and hold LinkedField, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

Privacy

LinkedField respects your right to privacy of your personal information. Please see our Privacy Policy for details on the manner in which we collect, use, disclose and otherwise manage your personal information.

Changes and Termination

LinkedField reserves the right at any time to discontinue, temporarily or permanently, the Website (or any part thereof). LinkedField may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

Contact Us

If you would like to request additional information regarding these Terms of Use, please contact us at info@LinkedField.com.

Last Updated: August 1, 2019