ATI.ORG WEBSITE TERMS OF USE

Last updated: September 30, 2026

Advanced Technology International, a South Carolina nonprofit corporation, on behalf of itself and any applicable Advanced Technology International affiliates (collectively, "**ATI**," "**we**," "**our**," or "**us**"), makes our websites (including https://www.ati.org, https://www.techconnect.org, https://www.NTA.org), mobile or web-based applications, digital services, and any related features, content, tools, downloads, and services that link to or reference these Terms of Use (collectively, the "**Site**") available to you ("**User,**" "**you,**" or "**your**"). These Terms of Use (this "**Agreement**") govern your access to and use of the Site, including browsing the Site and using support services through the Site.

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SITE, ACCESSING ANY INFORMATION FROM THIS SITE, BENEFITTING FROM THE SITE, POSTING OR DOWNLOADING ANY INFORMATION TO OR FROM THE SITE, REGISTERING FOR OR OBTAINING ANY ACCOUNT ON THE SITE, OR MANIFESTING YOUR ASSENT TO THIS AGREEMENT IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO BE BOUND BY, AND SHALL BE SUBJECT TO, THIS AGREEMENT. **IF YOU DO NOT UNEQUIVOCALLY AGREE TO THIS AGREEMENT, YOU MAY NOT USE OR OTHERWISE ACCESS, BENEFIT FROM, POST, OR DOWNLOAD ANY INFORMATION TO OR FROM THE SITE.**

1. REGISTRATION, ACCOUNT, AND COMMUNICATION PREFERENCES

1.1. Eligibility. YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OLD TO USE OUR SITE. BY ACCESSING, USING AND/OR SUBMITTING INFORMATION TO OR THROUGH OUR SITE, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE. IF YOU ARE THE PARENT OR LEGAL GUARDIAN AND CONSENT TO YOUR MINOR CHILD'S ACCESS TO AND USE OF OUR SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF YOURSELF AND YOUR MINOR CHILD.

1.2. Accounts. To access and use certain areas or features of the Site, you may need to register for an online account. By creating an account, you agree to: (a) provide accurate, current, and complete registration, security request, and account information; (b) maintain and promptly update, as necessary, your account information; (c) maintain the security of your account credentials; (d) be responsible for the acts or omissions of any third party who has authority to access or use the Site on your behalf; and (e) immediately notify us if you discover or otherwise suspect any security breaches related to the Site or your account. You further understand and agree that we may take actions we deem reasonably necessary to prevent, respond to, pursue, or remedy suspected or actual fraud and abuse, including without limitation termination or suspension of your account.

1.3. Electronic Communications. By creating an account or communicating with us through the Site, you consent to receive electronic communications from us (e.g., via email or by posting notices to the Site). These communications may include notices about your account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to any requirement that such communications be in writing.

2. ACCESS AND USE OF OUR SITE

2.1. Access and Subscription. Access to the public portions of the Site is provided free of charge. We may restrict access to certain features, portals, resources, non-public sites, or services to authorized users or impose fees where expressly disclosed.

2.2. Our Rights in and to ATI Materials. The Site, our systems, our databases, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any technical or functional descriptions, requirements, plans, specifications, or reports, that are provided or used by us or any subcontractor engaged by us in connection with this Site or otherwise related to this Site, the designs of each of the foregoing, and any and all intellectual property rights in the foregoing (collectively, the "**ATI Materials**") shall at all times remain the exclusive property of ATI and its third-party licensors. Any third-party software included in this Site is licensed subject to the additional terms of the applicable third-party license and ATI disclaims any liability for, and makes no warranties or representations regarding any such third-party software.

2.3. Grant of License. On the condition that you comply with all of your obligations under this Agreement and subject to additional terms of any third-party licenses applicable to our Site, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use our Site. We reserve all rights not otherwise expressly granted by this Agreement. If you do not comply with this Agreement, we reserve the right to revoke any license granted in this Agreement and limit your access to our Site. Any use of our Site that exceeds the rights expressly granted in this Agreement is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use our Site. You are not acquiring any rights in or to the ATI Materials other than a non-exclusive right to access and use this Site solely in accordance with the terms of this Agreement.

2.4. Modification. We may discontinue or alter any aspect of our Site, restrict the time our Site is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to our Site without prior notice or liability to you. Your only remedy is to discontinue using our Site if you do not want a modification we make to our Site.

2.5. Removal of Access. Your access to our Site is provided on a temporary basis with no guarantee of future availability or continued right to access. You agree that we may immediately suspend or terminate your access to our Site or any part thereof. Cause for such measures includes, without limitation: (1) breach or violation of this Agreement or other incorporated agreements or guidelines; (2) discontinuance or material modification to our Site; (3) unexpected technical or security issues or problems; (4) extended periods of inactivity; or (5) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.

2.6. Defects and Availability. We use commercially reasonable efforts to maintain our Site, but we are not responsible for any defects or failures associated with our Site, any part thereof, or any damages (such as lost income, opportunities, or any other consequential or indirect damages) that may result from any such defects or failures. Our Site may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs which we may undertake from time to time; or (3) causes beyond our reasonable control or which we could not reasonably foresee. You understand that our Site is provided over the Internet, so the quality and availability of our Site may be affected by factors outside of our control. Our Site is not intended to be available 100% of the time and we do not make any representations, warranties, or guarantees regarding the reliability or availability of our Site. We do not represent, warrant, or guarantee that our Site will

always be available or is completely free of human or technological errors. We will not be liable to you or any third party for damages or losses related to our Site being unavailable.

2.7. Restrictions. You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of our Site in any way; (2) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which our Site is based; (3) use our Site or ATI IP to develop a competing service or product; (4) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of our Site, servers, or networks connected to our Site or take any other action that interferes with any other person's use of our Site; (5) decrypt, transfer, create Internet links to our Site, or "frame" or "mirror" our Site on any other server or wireless or Internet-based device; (6) use or merge our Site or any component thereof with other software, databases, or services not provided or approved by us; (7) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to our Site; (8) use our Site for unlawful purposes; (9) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with our Site; (10) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on our Site for any reason; (11) access or attempt to access any other User's account; (12) use any ATI IP made available through our Site in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party; (13) introduce into our Site any virus, rogue program, Trojan horse, worm, or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm our Site; (14) introduce into our Site any back door, time bomb, drop-dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person; (15) delete, modify, hack, or attempt to change or alter our Site, ATI IP, or notices on our Site; (16) connect to or access any ATI computer system or network other than our Site; or (17) impersonate any other person or entity to use or gain access to our Site.

2.8. Prosecution. We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting Users who violate this Agreement.

3. CONTENT AND DATA ON OUR SITE

3.1. ATI Intellectual Property. As between you and us, we exclusively own all right, title, and interest in and to ATI Materials, Feedback, and, without limitation, all ideas, inventions, inferences, discoveries, information, photos, videos, text, graphics, source and object software code, developments, derivative works, enhancements, upgrades, fixes and patches, formats and processes, and all images, trademarks, service marks, logos, and icons displayed or related therein or thereto, whether provided by us or third parties (collectively, "**ATI IP**"). Except as expressly provided herein, you have no right, license, or authorization with respect to any of the ATI IP. You shall not assert any claims to the contrary or otherwise do anything inconsistent with the allocation of ownership herein, including, but not limited to, challenging the validity of the authorizations or any intellectual property rights granted herein. In the event you are ever deemed to be the owner of any of the ATI IP, you shall immediately take all necessary steps to evidence, transfer, perfect, vest, or confirm our right, title, and interest in the ATI IP. ATI is not transferring or granting to you any right, title, or interest in or to (or granting you any license or other permissions in or to) any ATI IP. The sole exceptions to the foregoing reservation of rights are the limited rights granted to you to use our Site, which shall automatically terminate upon expiration or termination of this Agreement. Any unauthorized use of any ATI IP, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws, and communications regulations and statutes. Trademarks, copyrights and other intellectual property owned by third parties are the property of those respective third parties. You understand and agree that our rights in any ATI

IP are valid and protected in all forms, media, and technologies existing now or developed in the future. You may not obscure or remove any proprietary rights notices contained in or on the ATI IP.

3.2. Feedback. We welcome your comments, feedback, information, or materials regarding our Site or any of our services (collectively, "**Feedback**"). Your Feedback will become our property upon your submission to us. By submitting your Feedback to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. We will be free to use, copy, distribute, publish, and modify your Feedback on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Feedback.

3.3. Links; Third-Party Materials. Our Site may include links to other websites or resources on the Internet, or utilize content of third parties (collectively, "**Third-Party Materials**"). Because we have no control over Third-Party Materials or the administration of Third-Party Materials by the third parties that provide them, you acknowledge and agree that we are not responsible for the availability of such materials, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Third-Party Materials or for any privacy or other practices of the third parties operating those websites or providing such materials. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, or resulting from your use of or reliance on any such Third-Party Materials available on or through any such website or resource.

3.4. Content Submissions. For the purposes of this Agreement, "**Content**" means any files, documents, records, data, information, materials, metrics, photographs, drawings, videos, links, or other content you upload, submit, post, transmit, share, or otherwise make available through the Site. As between you and ATI, you retain any ownership rights you may have in Content. By submitting Content, you grant ATI, its affiliates, and any organization sponsoring the program through which the Content is submitted (a "Sponsoring Organization") a worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable license to host, store, reproduce, use, modify, distribute, display, transmit, and otherwise process the Content as necessary to operate, provide, administer, support, secure, and improve the Site and applicable programs, subject to applicable program guidance. You represent and warrant that you own the Content or have all rights, permissions, licenses, authorizations, and consents necessary to submit it and grant the foregoing rights; the Content and ATI's permitted use of it do not infringe, misappropriate, or violate any intellectual property, privacy, publicity, confidentiality, contractual, data-protection, or other rights; and the Content is accurate to the best of your knowledge and complies with applicable law, this Agreement, and applicable program guidance. You are solely responsible for Content you submit. ATI and any applicable Sponsoring Organization do not endorse, verify, or assume responsibility for Content submitted by users.

3.5. Content Moderation. ATI may, but is not obligated to, monitor, screen, review, restrict, refuse, remove, disable, or limit access to any Content, including where ATI reasonably believes the Content violates this Agreement or applicable law, is objectionable, presents a security or safety concern, or is subject to a legal, regulatory, or program requirement. ATI may take such actions using automated systems, human review, or both. ATI's failure to review or remove any Content does not constitute endorsement of, or acceptance of responsibility for, such Content.

3.6. Copyright Notices. If you believe any Content infringes your copyright, you may send a notice to:

Attn: Compliance Officer
Advanced Technology International
315 Sigma Drive
Summerville, SC 29486
Email: copyright@ati.org

Your notice should include: (a) a physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to have been infringed; (c) identification and location of the allegedly infringing Content for ATI to locate it; (d) your contact information; (e) a statement of good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or law; and (f) a statement, under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act for the owner.

ATI may remove or disable access to allegedly infringing Content and may notify the User who submitted it. Where permitted by the DMCA, that User may submit a counter-notice to ATI's designated copyright agent containing the information required by applicable law, and ATI may restore Content as permitted by law. ATI has adopted and reasonably implements policies providing for termination, in appropriate circumstances, of Users who are repeat copyright infringers.

4. REPRESENTATIONS

4.1. Your Representations. You hereby represent and warrant that: (1) you are at least the age of 18 and have the power and authority to enter into and perform your obligations under this Agreement; (2) all information provided by you to us is truthful, accurate, and complete; (3) you will comply with the terms and conditions of this Agreement and any other agreement to which you are subject that is related to your use of our Site, your Feedback, or any part thereof; (4) if applicable, you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (5) your access to and use of our Site or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use, or any law or regulation to which you are subject; and (6) you will not use our Site in order to gain competitive intelligence about us, our Site, or any service offered via our Site or to otherwise compete with us.

4.2. Feedback Representations. In the event you provide any Feedback via our Site, you hereby make the following additional representations and warranties to us: (1) you are owner of such Feedback or otherwise have the right to grant us the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to provide the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy, or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

5. ARTIFICIAL INTELLIGENCE (AI)

The Site may use AI-assisted features to support customers in market intelligence, research, and other services. When using such features, ATI takes commercially reasonable measures designed to ensure sensitive data submitted by users is used within secure, access-controlled systems, and is not used to train, fine-tune, or improve AI models. ATI does not knowingly share your data with public or third-party AI services that allow model training or external disclosure. Limited operational retention (e.g.,

logs, backups) may occur for security, compliance, and other lawful purposes, and remains subject to confidentiality protections in accordance with applicable law.

6. DISCLAIMERS OF WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SITE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT OUR SITE (INCLUDING THE ATI MATERIALS) WILL MEET YOUR REQUIREMENTS, THAT USE, DELIVERY, OR DISCLOSURE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE SITE OR ANY INFORMATION OR CONTENT FOUND ON OUR SITE WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF OUR SITE WILL BE CORRECTED, THAT OUR SITE AND ANY CONTENT OR INFORMATION FOUND ON OUR SITE WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS. WE WILL HAVE NO LIABILITY REGARDING ANY LOSS OF DATA.

ANY CONTENT OR OTHER MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, NO ADVICE OR INFORMATION OBTAINED BY YOU THROUGH OUR SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS ANY WARRANTY, GUARANTEE, CONDITION, RIGHT, OR REMEDY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. WHERE SUCH RIGHTS APPLY, ALL DISCLAIMERS IN THIS AGREEMENT ARE SUBJECT TO THOSE RIGHTS.

7. INDEMNITY; LIMITATION OF LIABILITY

7.1. Indemnity. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ATI, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, VOLUNTEERS, MEMBERS, MANAGERS, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, "**RELEASED PARTIES**") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, OR EXPENSES, INCLUDING ATTORNEYS' FEES, COSTS, AND EXPENSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) YOUR USE OF OUR SITE, (B) YOUR VIOLATION OF THIS AGREEMENT, (C) ANY FEEDBACK OR CONTENT YOU PROVIDE THROUGH OUR SITE, (D) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY, AND (E) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

7.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ATI OR ANY OTHER RELEASED PARTY BE LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO THEIR OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, PERSONAL INJURY, DEATH, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH OUR SITE, OR WITH THIS AGREEMENT,

YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR THE USE OF ANY OR ALL PARTS OF OUR SITE IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS ($100.00 USD) OR, IF GREATER, THE MINIMUM AMOUNT REQUIRED UNDER APPLICABLE LAW.

8. DISPUTE RESOLUTION AND FORUM

8.1. Any dispute, claim or controversy arising out of or relating to your use of or access to our Site or ATI IP and ATI Materials, this Agreement or the breach, termination, enforcement, interpretation, or validity of this Agreement (a "**Dispute**") will take place in South Carolina, and you hereby consent to the exclusive jurisdiction and venue of the state or federal courts in Berkeley County, South Carolina, except to the extent applicable law provides that a Dispute may be brought in another forum and such right cannot be validly waived. You irrevocably submit and consent to the personal jurisdiction of such courts. To the maximum extent permitted by applicable law, you and ATI each waive any right to a jury trial in any Dispute.

8.2. To the maximum extent permitted by applicable law, any Dispute between you and ATI will be conducted only on an individual basis, and neither party may bring claims against the other as a plaintiff or class member in any purported class or representative action or proceeding, including any mass arbitration, private attorney general action, or consolidated proceeding. No proceeding may be combined, consolidated, or joined with another proceeding without the prior written consent of all parties to the proceeding. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a Dispute, those parts will be severed and proceed in a court of law.

8.3. If any portion of this Section 8 is found to be invalid or unenforceable by a tribunal of competent jurisdiction, that portion shall be severed, and the remaining provisions shall remain in full force and effect.

8.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU MUST COMMENCE AN ACTION IN A COURT DESCRIBED IN SECTION 8.1 WITHIN ONE YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A CLAIM, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT OR FACTS.

8.5. Governing Law. This Agreement will be governed by and construed, interpreted, and enforced in accordance with the laws of South Carolina without reference to its conflicts or choice of law principles.

9. MISCELLANEOUS

9.1. Consumer Rights; Applicable Law. Nothing in this Agreement excludes, restricts, or modifies any consumer guarantee, statutory warranty, or other right or remedy that cannot be excluded, restricted, or modified under applicable law. To the extent any such non-waivable rights apply, this Agreement will be interpreted and enforced subject to those rights.

9.2. Term. This Agreement is effective upon your acceptance and will continue in full force until terminated by you or us. You may terminate this Agreement at any time by immediately discontinuing all access to our Site. Termination or cancellation of this Agreement will not affect any right or relief to which we may be entitled at law or in equity. We reserve the right to terminate this Agreement at any time and for any reason without prior notice to you. Further, you agree that we will not be liable to you or any third party for any termination or suspension of your access to our Site or any part thereof.

9.3. Independent Contractors. You understand and expressly agree that you and we are independent contractors and not agents or employees of the other party. Neither you nor we have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

9.4. Consent to Do Business Electronically. We use and rely upon electronic records and electronic signatures for the execution and delivery of this Agreement and any other agreements, undertakings, notices, disclosures or other documents, communications, or information of any type sent or received in accordance with this Agreement and in performing our obligations and exercising our rights under this Agreement. Neither you nor we will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.

9.5. Equitable Relief. You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of this Agreement.

9.6. Entire Agreement. This Agreement and any hyperlinked policies, procedures, and any supplemental terms that expressly apply constitute the entire agreement between you and us with respect to the subject matter hereof and supersede all prior agreements, both oral and written, with respect to the subject matter hereof. We may revise and update this Agreement from time to time and will post the updated Agreement to our Site. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Your continued use of our Site will constitute your agreement to any new provisions within the revised Agreement.

9.7. Waiver; Severability. Our failure to enforce any provisions of this Agreement will not be deemed to be a waiver of our right to enforce such provisions. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of this Agreement.

9.8. Assignment. You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under this Agreement, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of this Agreement. We may assign this Agreement or delegate or subcontract our obligations under this Agreement at any time.

9.9. Survival. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, limitation of liability, and interpretation of this Agreement, will survive the expiration or termination of this Agreement to the fullest extent permitted by applicable law.

9.10. Contact Us. If you have questions about this Agreement, please email us at info@ati.org.