

## THE OEIS TERMS OF USE AGREEMENT

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#### 8. Local Laws; Dispute Resolution

The Site (excluding any linked Web site) is controlled by OEIS from its offices within the State of New Jersey, United States. By accessing the Site, you agree that all matters relating to access to, or use of, the Site or any other linked Web site, shall be governed by the laws (both substantive and procedural) of the State of New Jersey and the laws of the United States of America, without regard to the conflicts of laws principles. You also agree, and by using the Site hereby submit, to the exclusive personal jurisdiction and venue of any New Jersey State court located in the County of Middlesex and any federal court of the United States of America located in the District of New Jersey.

Your use of the Site is void where prohibited by laws in jurisdictions to which you are otherwise subject,

and you agree that you shall not visit or use the Site in any such circumstances. Those who choose to access these sites from other locations do so on their own initiative and are responsible for compliance with local laws.

Any controversy, dispute or claim arising out of or relating to the use of the Services and/or Website, these Terms of Use, or the breach thereof, shall be settled by binding arbitration administered by a single neutral arbitrator located in New Jersey to be agreed between the parties (such as a retired state court or federal judge) in accordance with the Commercial Arbitration Rules. An award of arbitration may be confirmed in a court of competent jurisdiction. However, if a temporary restraining order or other injunctive relief is the only appropriate and adequate remedy for a breach of these Terms of Use such action may proceed without first resorting to arbitration. Any such claims arising from or relating to the use of the Site, these Terms of Use, or the breach thereof will be heard and resolved in the federal and state courts located in New Jersey.

#### 9. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 10. Restrictions on Content and Site

You agree that you will not, nor will you permit any third party to do any of the following while accessing or using the Site: (a) use the Site for any purposes not expressly provided for in this Terms of Use; (b) scan, probe, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (c) interfere with, disrupt, or damage the Site or access of any user, host, or network, including without limitation, sending a virus; malware; cancel bots; Trojan horses; overloading, flooding, spamming, mail-bombing the Site, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Site; or similar methods or technology; (d) make automated use of the Site in a manner that has not been approved herein; or (e) use our communication tools to send spam; (f) access the Site by any means other than through the interface that is provided by us for use in accessing the Site (web scraping the Site without the prior consent of OEIS is prohibited); (g) forge part or a whole header in an email or posting, or in any way use the Site to send altered, deceptive or false source-identifying information; or (h) use the Site for any unlawful purpose or engage in conduct that is illegal in any way.

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#### 12. Indemnification

You agree to indemnify, defend, and hold OEIS, its subsidiaries, its affiliates, or their respective officers, directors, employees, suppliers, licensors and agents (and its and their successors, officers, directors and employees) harmless from and against any and all claims, demands, costs, liabilities, judgments, losses, expenses and damages (including attorneys' fees) arising out of or relating to (a) your use of the Site; and (b) a violation of these Terms of Use.

### 13. Release

By using the any of the Sites you acknowledge and agree that you release, remise, and forever discharge OEIS, its subsidiaries, its affiliates, and their respective officers, directors, employees, suppliers, licensors and agents (and its and their successors, officers, directors and employees) from any and all claims, complainants, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature whatsoever, whether known or unknown that arise out of or are in any way related to your use of this Website and/or Services. If you are a California resident, you waive California Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

### 14. Digital Millennium Copyright Act Compliance

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### Contacting OEIS

If you have any suggestions, comments, and/or questions about the Site and/or these Terms of Use, please contact [president@oeisf.org](mailto:president@oeisf.org).