



**ATA CLIENT OUTREACH POWERPOINT  
TERMS OF USE AGREEMENT**

**You must agree to these Terms of Use to download and use the Client Outreach Presentation (“Presentation”), so please read them carefully.**

**By clicking on the “I agree” button below and using the Presentation, you are agreeing to abide by this Terms of Use Agreement (“Agreement”) and thereby creating a contractual agreement between you and the American Translators Association (“ATA”), which owns the Presentation. If you are not willing to be bound by this Agreement, you should click on the “I do not agree” button.**

**Throughout this Agreement, “I,” and “you” refer to the entity using or assessing the Presentation under this Agreement. If you are an employee, you represent that you have the authority to enter into this Agreement on behalf of your employer and that this Agreement will be binding on your employer as well as you.**

**1. LICENSE GRANT**

- (a) **License Grant.** Subject to the terms and conditions of this Agreement, ATA hereby grants you, and you accept, a revocable, nonexclusive, nontransferable license to use the Presentation in the manner described in this Agreement. You may use the Presentation on networked computers to provide multiple users access to the Presentation within your organization.
- (b) **Ownership of Presentation.** ATA is the owner of the Presentation and all portions thereof and has the right to grant you the license. Except for the rights granted to you hereunder, no title to the Presentation, nor any right or interest in any intellectual property rights embodied in the Presentation, shall pass to you.
- (c) **Restrictions.** You agree to abide by the following conditions:
  - (i) **Use of Presentation.** In using the Presentation, you agree not to represent yourself as speaking for or on or behalf of ATA in any way whatsoever. You also agree that you will use the Presentation in the context of educating current or potential consumers about translation and interpreting services. You may quote from the Presentation or adapt its content for use in print or electronic materials (such as handouts, articles, or website content), provided you meet the requirements in (iii) below.

- (ii) **Transfer and Assignment of Presentation.** You agree not to transfer or assign the Presentation to anyone else, to sell it, or to use it for any purpose other than providing information on translation and interpreting to current or potential consumers of translation and interpreting services.
- (iii) **Mention of ATA.**
  - Making the Presentation.* You agree that you will mention ATA's searchable on-line directories of translation and interpreting services and show a slide containing ATA's web address ([www.atanet.org](http://www.atanet.org)) every time you give the Presentation.
  - Quoting from the Presentation.* If you quote from the Presentation in print or electronic materials, you agree to acknowledge ATA as the source of the quoted content and to include its web address ([www.atanet.org](http://www.atanet.org)) in the acknowledgment.
  - Adapting the Presentation.* If you adapt the content of the Presentation for use in print or electronic materials, you agree to include the web address for ATA's brochure *Translation: Getting It Right* ([https://www.atanet.org/docs/Getting\\_it\\_right.pdf](https://www.atanet.org/docs/Getting_it_right.pdf)) in each case and to notify ATA that you have done so.
- (iv) **Use of ATA Logo.** If you include ATA's logo in the Presentation, you agree to abide by ATA's Logo Usage Guidelines. You may obtain a copy of these Guidelines by contacting ATA or visiting its website at [https://www.atanet.org/membership/ata\\_logo\\_guidelines\\_bak.php](https://www.atanet.org/membership/ata_logo_guidelines_bak.php).

## **2. TERM AND TERMINATION**

This Agreement is effective when you click "I Agree" and/or begin using the Presentation. This Agreement will terminate automatically, without prejudice to ATA's rights, if you fail to comply with the terms of this Agreement. ATA reserves the right at any time to deny your access to the Presentation or any portion thereof and to terminate this Agreement. If this Agreement is terminated, you will immediately stop using the Presentation.

## **3. LIMITATION OF LIABILITY**

You agree that you will use the Presentation at your own risk. Any third-party information made available to you as part of the Presentation, and all information and content provided by ATA in the Presentation, is provided "as is" and on an "as available" basis. ATA is not responsible for, and you agree not to hold ATA liable for, any costs or losses (including lost profits, trading losses, or other damages, including special, incidental, consequential, exemplary, or indirect damages) relating

to the Presentation or any third-party information, including losses resulting from inaccurate, incomplete, late, defective, or unavailable third-party information.

#### **4. INDEMNITY**

You will defend (at your expense), indemnify, and hold harmless ATA, its officers, directors, staff, agents, and employees, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your negligent or willful acts or omission, breach of this Agreement, or misuse of the Presentation. This Section 5 shall survive termination or expiration of this Agreement.

#### **5. MISCELLANEOUS**

- (a) Governing Law; Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to or application of choice of law rules or principles. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court of competent jurisdiction in Virginia. You and ATA agree to submit to the jurisdiction of, and agree that venue is proper in, such courts in any such legal action or proceeding.
- (b) Notices. Any notice to ATA required by this Agreement shall be deemed to have been given when (i) e-mailed to ATA at [pr@atanet.org](mailto:pr@atanet.org); (ii) delivered by a national overnight courier service to ATA, 225 Reinekers Lane, Suite 590, Alexandria, Virginia 22314; or (iii) delivered by certified mail, return receipt requested, postage prepaid and addressed to ATA at the address above. Notice to the member shall be deemed to have been given when e-mailed, delivered by a national overnight courier service or delivered by certified mail, return receipt requested, postage prepaid, to the member using the address information provided by the member to ATA's member database.
- (c) Entire Agreement. This Terms of Use Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof; provided, however, that you will be subject to any additional terms and conditions for which you are notified and to which you manifest your consent by continued use of the Presentation.
- (d) Severability. In the event any one or more of the provisions contained in this Agreement should be ruled wholly or partly invalid or unenforceable by a court, or other government body of competent jurisdiction, then such provision(s) shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

- (e) Descriptive Headings. The descriptive headings of the several sections and subsections of this Agreement are used for convenience only and shall not control or affect the meaning or construction or any of the provisions hereof.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT,  
UNDERSTAND ITS TERMS, AND AGREE TO BE BOUND BY ITS TERMS  
AND CONDITIONS.**

**[I AGREE]**

**[I DO NOT AGREE]**