

## WEBSITE TERMS OF USE

### Terms of Use

You must read these website terms of use ("Terms of Use") carefully and completely before using any of the websites (the "Websites") operated by **Accelerate Retention Institute, LLC and its vendors** (hereinafter "Company", "us," "we," or "our"). This document sets forth the legally binding terms of use that apply to your use of any of the Websites.

By accessing or using any of the Websites in any manner, including, but not limited to, visiting or browsing the Websites or contributing content or other materials to the Websites, you agree to be bound by these Terms of Use. If you do not accept these terms of use, do not use our website. Your continued use of the Websites confirms your acceptance of all of these terms.

### Intellectual Property

The Websites and their original content (the "Content"), features, and functionality are owned by us and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

### Termination

We may terminate your access to the Websites, without cause or notice, at our discretion, which may result in the forfeiture and destruction of all information associated with you. All provisions of these Terms of Use that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

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We strongly advise you to read the Terms of Use and Privacy Policy of any third-party websites that you visit, very carefully.

### Limited License

We grant you a non-exclusive, non-transferable, limited, worldwide license to use the Websites in accordance with the terms of these Terms of Use. The following content is excluded from the licensed content and may not be downloaded, used, copied or adapted by you using this license:

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- Any Content which we inform you is governed by different license terms.

- Any Content for which payment is required.
- Any advertisements or promotions by third parties.
- Any material for which you have not obtained all necessary consents; and
- Any material that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in the United States.

### **Limitation Of Liability**

In no event shall we, or our directors, employees, partners, agents, suppliers, or affiliates, be liable for damages, direct or consequential, resulting from your use of the Websites, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses, including but not limited to attorney's fees, arising from your violation of any third-party's rights.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR LOSS, INJURY OR DAMAGE (DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL) ARISING OUT OF OR IN CONNECTION WITH USE OF THE WEBSITES INCLUDING WITHOUT LIMITATION ANY AND ALL LIABILITY:**

- **RELATING TO THE ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, SUITABILITY, QUALITY, OWNERSHIP, NON-INFRINGEMENT, OPERATION, MERCHANTABILITY AND FITNESS FOR PURPOSE OF THE CONTENT.**
- **RELATING TO ITS WORK PROCURING, COMPILING, INTERPRETING, EDITING, REPORTING AND PUBLISHING THE CONTENT.**
- **RELATING TO ANY INTERRUPTION, FAILURE OR CESSATION OF OPERATION OR TRANSMISSION.**
- **RESULTING FROM ANY ACTS OR OMISSIONS OF ANY THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE WEBSITES.**
- **RESULTING FROM RELIANCE UPON, OPERATION OF, USE OF OR ACTIONS OR DECISIONS MADE ON THE BASIS OF, ANY FACTS, OPINIONS, IDEAS, INSTRUCTIONS, METHODS, OR PROCEDURES SET OUT ON THE WEBSITES.**
- **ARISING OUT OF OR RELATING TO THE MISUSE OF OR INAPPROPRIATE RELIANCE ON THE CONTENT OF THE WEBSITES; AND**
- **RESULTING FROM ANY VIRUS, WORM, TROJAN, TIME-BOMBS, KEYSTROKE LOGGERS, SPYWARE, ADWARE OR ANY OTHER KIND OF MALWARE OR CONTAMINATION OF COMPUTING EQUIPMENT.**

**YOU SHOULD CARRY OUT YOUR OWN EVALUATION / VERIFICATION EXERCISE BEFORE CHOOSING TO RELY UPON ANY OF THE CONTENT IN ANY WAY. THIS DOES NOT AFFECT COMPANY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM COMPANY'S NEGLIGENCE, OR COMPANY'S LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

### **Viruses, hacking and other offenses**

You must not misuse the Websites by knowingly introducing (or transmitting data, sending or uploading any material that contains) viruses, Trojans, worms, time-bombs, keystroke loggers, spyware, adware, logic bombs or other material, programs or similar computer code which is malicious, technologically harmful or designed to adversely affect the operation of any computer software or hardware of the Websites.

You must not attempt to gain unauthorized access to the Websites, the server on which the Websites is stored or any server, computer or database connected to the Websites. You must not attack the Websites via

a denial-of-service attack or a distributed denial-of-service attack. In the event of such a breach, your rights to use the Websites will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer.

You acknowledge that you are solely responsible for any Information that you choose to disclose and make publicly accessible via the Websites, and that under no circumstances will we be liable in any way for the disclosure and public accessibility of such Information. You acknowledge that any information posted to publicly accessible areas may remain publicly accessible indefinitely.

In consideration of your continuing use of the Websites, we shall be entitled, without further obligation, to retain, disclose or otherwise use the Information for any purpose. Also, in consideration of your continuing use of the Websites, you hereby assign all your interest in intellectual property rights in such information to us as a continuing obligation, with full title guarantee for the full duration of such rights, wherever in the world where ever they are enforceable. You agree to execute all documents and assignments and do all such things necessary to ensure that we are able to enjoy the benefits of the rights under this condition. You will not take any action prejudicial to the subsistence of the intellectual property rights in the Information and from any action prejudicial to the assignment pursuant to this condition.

### **Prohibited use**

You may only use the Websites for lawful purposes. You may not use the Websites:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent intent, purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

If you breach these Terms of Use, we will terminate any applicable licenses and/or block your IP address from accessing the Websites and/or withdraw your right to use the Websites (or any part of the Websites), immediately. You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Websites in contravention of these Terms of Use.
- not to access without authority, interfere with, damage or disrupt:
  - any part of the Websites.
  - any equipment or network on which the Websites is stored.
  - any software used in the provision of the Websites; or
  - any equipment or network or software owned or used by any third party.

### **Changes to the Terms of Use**

We shall have the right, at our sole discretion and at any time, to change or modify these Terms of Use. Any change shall be effective immediately upon posting to the Websites. You are responsible for regularly

reviewing these Terms of Use to obtain timely notice of any changes, as they are binding on you when published. Company will post a last amendment date at the bottom of this page to assist your review. Your continued use of the Websites after such posting shall constitute your acceptance of these Terms of Use as modified. Some of the provisions in these Terms of Use may also be superseded by provisions or notices published elsewhere on the Websites.

### **Disclaimer**

We endeavor to ensure that the Websites content is accurate and consistent. To the fullest extent permitted by applicable law, Company excludes all warranties or representations (express or implied) in respect of the Content.

### **Warranty Disclaimer**

Your use of the Websites is at your sole risk. The Websites are provided on an "as is" and "as available" basis. The Websites are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Our subsidiaries, affiliates, and its licensors do not warrant that a) the Websites will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Websites are free of viruses or other harmful components; or d) the results of using the Websites will meet your requirements.

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### **Assignment**

You may not assign or delegate your rights or obligations under these Terms of Use without the prior written consent of Company.

### **Severance**

If any provision of these Terms of Use (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms of Use, and the validity and enforceability of the other provisions of these Terms of Use shall not be affected.

### **Waiver**

No failure or delay by us to exercise any right, power or remedy will operate as a waiver of any of them nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

### **Information about you and your visits to the Websites**

We process information about you in accordance with our Privacy Policy. By using the Websites, you consent to such processing and you warrant that all data provided by you is accurate. We have obligations under law, including the Freedom of Information legislation, to disclose information including confidential information held by us. We will always endeavor to consult with you before making a decision to disclose confidential information held by us.

**Governing Law and Jurisdiction**

The Terms of Use and any and all claims, disputes or proceedings of any kind (whether relating to contractual or non-contractual obligations) arising out of or in connection with them shall adjudicated in the courts serving Benton County, governed by and construed in accordance with the laws of the State of Arkansas.

**Contact us**

If you have any questions about these Terms of Use, please contact us at [info@acceleratedretention.com](mailto:info@acceleratedretention.com)