

## Terms of Service

### Acceptance of Terms

Please carefully read these Terms of Use (the “**Terms**”) as they govern the access to this website (the “**Website**”) and any use of the products, services, intellectual property and/or information provided by Strategic Marketing LLC (the “**Company**”) through this website. By accessing and using this website, you accept to be bound by the by these Terms and understand that you agree to enter into a legally binding contract (the “**Agreement**”) with Strategic Marketing LLC In addition, the use of any products, services, intellectual property or information provided by this Website (collectively, our “**Services**”) shall be subject to any posted guidelines, rules, or policies applicable to such Services. All such guidelines, rules, and policies are hereby incorporated by reference into these Terms.

If you enter into this Agreement on behalf of a company, third-party, or other legal entity, you are acknowledging that you have the authority to bind said entity to this Agreement, and agree to the Terms on the entity’s behalf. In such cases, any terms or phrasing in this Agreement that refer to “you,” “your” or “client” will also refer to said entity.

Any participation in or accessing of this Website will constitute acceptance of this Agreement. If you do not agree to abide by the above, please do not use this Website.

### Eligibility

By accessing, using, viewing transmitting, caching or storing this Website or any of the Services, functions or contents offered, you represent and affirm that (a) all information you submit to the Website for registration or communication is truthful and accurate; (b) you will maintain the accuracy of such information and notify the Company of any changes to your information while using our Services; and (c) you are 18 years of age or older. Children under the age of 18 are prohibited from using the Services on this Website, creating accounts on this Website, and purchasing, enrolling or accessing any of our Services. Any accounts or information provided by our Services may be terminated and deleted without warning, if we believe that you are below the age of 18.

### Links to Other Sites

The Website and Services may contain links to other independent or third-party websites (collectively, “**Linked Sites**”). These Linked Sites are provided solely for the convenience of users on our Website and of our Services. Linked Sites are not under our control, and you understand and agree that we are not responsible for the content or accuracy of any information or materials found on said Linked Sites. We also do not make any endorsements of information or materials found on Linked Sites. Please make your own independent judgment on how to interact with Linked Sites.

### Site Content, Copyright, Patent and Other Intellectual Property

Strategic Marketing LLC owns all rights, titles and interests, including all copyright, patent and other intellectual property rights, in and to the Website and its Content. This includes, without

limitation, any text, source code, programs, specifications, images, graphics, videos, audio files or other digital content, articles, news releases and blog posts. All information and content available through the Website, and the compilation of all such Content, the arrangement and selection thereof, and the overall look and feel of the Website and the Services we provide, are subject to this copyright notice. Any use of the Content, Website, or Services is subject to these Terms. The Content is intended for the use of the clients and customers of Strategic Marketing LLC, only and any other uses of the Content not expressly permitted by these Terms constitutes a breach of these Terms and may violate intellectual property and other laws.

No license or right to or in any such trademarks, patents, trade secrets, technologies, products, processes and other proprietary rights of our is granted to or conferred upon You. Reproduction or storage of materials obtained from this Site is subject to the U.S. Copyright Act of 1976, Title 17 U.S.C. No material from the Website may be reproduced, distributed, posted, displayed, uploaded or transmitted. The use of any material from the Website on any other internet, intranet, web or other site or computer environment is prohibited. You may not utilize framing techniques to frame any of our trademarks, logos, or other proprietary information (including images and text). You may not use any meta tags or any other "hidden text" utilizing our name, trademarks or other proprietary information.

By using the Website and our Services, you understand that all of the Content is provided "as-is" and that your use of the Content is done so at your own risk. We make no express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Content or the Website or its functionality.

You agree that You will not use this Site for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or bulk communications of any kind including but not limited to distribution lists to any person who has not given specific permission to be included in such a list. In addition, you agree not to create a hypertext link from any web site controlled by You or otherwise, to this Site without our express written permission. You agree not to pretend to be any other person or a representative of any entity, whether actual or fictitious, including an employee or agent of Strategic Marketing LLC, or any third party that provides services related to this Site.

By visiting this Website, you expressly acknowledge that the content, ideas, thoughts, methodology and processes are unique and of considerable value and that you and/or or any of your representatives or associates will in no way attempt to duplicate, imitate, emulate or in any way or manner attempt to reverse engineer or copy the content, ideas, thoughts, methodology, process and coding used on this website.

With regard to any of the Content on the Website or provided by our Services, the following activities are prohibited: (1) using robots, spiders, or other automatic devices (or manual processes) to monitor, copy, scrape or otherwise reproduce the Content contained on the Website without our prior express written permission; (2) decompiling, reverse engineering,

disassembling or otherwise making any attempt to obtain the source code for any software on the Website or software used to provide our Services; (3) transmitting any viruses, worms, time bombs, and/or other computer programming routines that are intended to damage, detrimentally interfere with, intercept or expropriate any system, data or information; (4) creating any content that may create liability for us or cause us to lose (in whole or in part) the services of our suppliers. (5) engaging in any activity or taking any action that imposes an unreasonably large load on the hardware and software infrastructure of this Website or our Services or otherwise interfere with the proper functioning of the Website.

The data that you upload to the Website will remain your property. We reserve the right to repost or propagate review content generated by the Website in full or in part to other websites of our choosing, including social media sites, with or without attributing the source at our discretion. Any raw data, information or content that we collect from or is made available to us by a third party (collectively, "**Third Party Content**") is subject to existing copyrights. If we identify the source of Third Party Content, you agree it is not the Company's responsibility to provide copyright information that is made available by the respective Third Party.

#### **User Feedback**

By submitting any ideas, comments, suggestions or other information to us related to improvements to the Site and/or services related to the Site; (collectively, the "Feedback"), You agree that such Feedback shall be deemed, and shall remain, our property. None of the Feedback shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Feedback. We shall own all rights related to the Feedback (including without limitation intellectual property rights and moral rights) and shall be entitled to use of the Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to You.

You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to You the right to assign the proprietary rights to Strategic Marketing LLC, stated above.

#### **DMCA Takedown**

We respect the intellectual property of others and ask that you do the same when you engage in using our Services or accessing the Website. Our Company also has established a policy to help ensure that intellectual property is protected by providing for the removal of any infringing materials on the Website. Subject to our own internal investigation and other circumstances, we will terminate the access to our Services of any user who repeatedly infringes on the intellectual property rights of others. If you believe that a user of this Website, through use of our Services, is unlawfully infringing upon the copyrights of other works and you wish to have the allegedly infringing material removed, submit the following information in the form of a written notification pursuant to 17 U.S. Code § 512(c)(3) to our designated Copyright Agent.

- Your physical or electronic signature
- Identification of the material(s) that you claim to have been infringed

- Identification of the material(s) that you claim is infringing and request be removed from our Website or Services
- Sufficient information to permit us to locate the material(s)
- Statement in good faith that the material(s) that you claim is infringing is not being used in a way authorized by the copyright owner, its agent or under the law
- Statement that the information in the notification you submit is accurate, and under penalty of perjury, that you are the owner of the copyright or authorized to act on behalf of the copyright owner

### **Copyright Agent**

Our designated Copyright Agent is Strategic Marketing LLC, Attention: DCMA Notification; 2541 Metrocentre Blvd, Suite 3, West Palm Beach, FL 33407 ; Telephone: (561) 688-8155; Fax (561) 688-8156; Email: info@thinkstrategic.com.

### **Indemnity**

By accessing this Website or using our Services you agree to indemnify, hold harmless, and defend us, our officers, directors, employees, agents and third-party suppliers or affiliates, at your expense, against any and all third-party claims, proceedings, actions, and suits brought against us or any of our officers, directors, employees, agents, third-party suppliers or affiliates, and pay all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorney's fees and other litigation expenses) incurred by us or any of our offices, directors, employees, agents, third-party suppliers or affiliates, arising out of or relating to: (a) your breach of any term or condition of this Agreement; (b) your fraudulent or malicious use of the Website or Services; (c) your violation of applicable laws, rules, and regulations in connection with the Website or Services; (d) our use of any content, information, or data that you provided to us or was generated by our Website or Services. In such cases, we will provide you with written or electronic notice of such claim, suit or action. You agree to cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

### **Privacy**

Please see our separate privacy policy.

### **Monitoring**

You agree that we have no obligation to, but may monitor and review information you transmit over the Website. You agree that we may censor, edit, remove or prohibit the transmission or receipt of any information that we deem inappropriate or in violation of these Terms, and use any such information as necessary to provide the Website and/or to protect our rights or properties. You agree that we may also monitor and review stored information without restriction. You hereby acknowledge and consent to such monitoring and reviewing.

### **Passwords**

You acknowledge that we will know passwords that you use to access the website. You acknowledge and agree that you are solely responsible for maintaining the confidentiality of your information and passwords, and accept responsibility for all activities that occur under your account or password. We accept no responsibility and assume no liability for any content posted or submitted by you or any users of your account.

### **Personal Information and Credit Card Information**

While we will take every precaution to protect your personal information, you agree that neither Strategic Marketing LLC, nor any of our providers of products or services related to this Website are responsible or liable in any way for injury, loss or damage to your computer, or interception or use of credit card information or other personally identifiable information, related to or resulting from use of the site or any websites linked and/or associated with this Website. We make no warranty or representation regarding the confidentiality of any communication or information transmitted on this Website or any linked and/or associated site and will not accept liability for damages that may arise from the disclosure of such information.

### **Denial of Access**

In our sole discretion, in addition to any other rights or remedies available to us, we may at any time and without notice terminate or restrict your access to this website.

### **Limitation of Liability**

Strategic Marketing LLC, shall not be held liable for any special or consequential damages that result from the use of, or the inability to use, the services and products offered on this site, or the performance of the services and products.

### **Injunctive Relief, Disputes & Governing Law**

You understand that any attempt to reverse engineer or simulate the functionality of this website may give rise to irreparable injury to us, inadequately compensable in damages. Accordingly, we may seek and obtain injunctive relief of the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. All claims and disputes arising under or relating to this Agreement will be governed by the State of Florida and are to be settled by binding arbitration with Arbitration Resolution Services (ARS). The parties expressly agree to abide by any and all rules of ARS as found in its website at [www.arbresolutions.com](http://www.arbresolutions.com). In the event that a party fails to pay any award, the award may be converted to judgment in a Court of competent jurisdiction within Palm Beach County, Florida, USA, unless it is deemed that no court in Palm Beach County has jurisdiction over the matter, in which case it will be entered into the nearest court having jurisdiction.

### **Amendments or Modifications to These Terms**

We reserve the right to amend or modify the terms of the Agreement at any time. Any such amendment or modification will be made effective at the time we post the revised Terms on the Website. Your continued use of the Website or Services after such an amendment or modification implies your continued acceptance of these Terms in their latest version. No amendment or modification to this Agreement will be binding unless it is done so in writing and signed by an authorized representative of the Company or posted to the site by an authorized representative of the Company.

**Severability**

These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

**Attorney's Fees**

If we initiate any action to enforce this Agreement, we will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which we may be entitled.

**Entire Agreement**

These Terms, together with those incorporated herein or referred to herein (including, without limitation, the Privacy Statement) constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Website.

**Contacting Us**

If you wish to send us notices or require customer support, please contact us.

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