

## **YOUR LEADERSHIP DIFFERENCE - Terms of Use Agreement**

### **1. Acceptance of Terms**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE REGISTERING FOR YOUR LEADERSHIP DIFFERENCE. BY REGISTERING, YOU AGREE TO THE TERMS AND CONDITIONS OUTLINED IN THIS TERMS OF USE AGREEMENT (“AGREEMENT”). THE TERMS “YOUR LEADERSHIP DIFFERENCE” AND “THE ARCH OF LEADERSHIP” AND “COMPANY” OR “US” OR “WE” OR “OURS” REFER TO THE ARCH OF LEADERSHIP, THE OWNER OF THIS SITE. THE TERM “YOU” REFERS TO THE USERS OF OUR WEB SITE.

### **2. Changes to Terms of Use**

We reserve the right, at our sole discretion, to modify or replace the Terms of Use at any time without notification. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services by you following such notification constitutes your acceptance of the terms and conditions of the Terms of Use as modified.

### **3. Privacy Policy**

We are committed to protecting your privacy. Only Authorized personnel within the Company (Administrator and/or Assigned Mentor) have access to your data on an as needed basis.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

### **4. Copyright/Trademark**

The content, organization, graphics and other matters related to our Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. Materials provided by mail or other means as part of Your Leadership Difference curriculum are also so protected. The copying, redistribution, use or publication by you of any such materials or part of the Site is strictly prohibited, except as permitted below (Limited Use; Permitted Uses). You do not acquire ownership rights to any content, documents or other materials viewed through the Site or provided as part of the course materials. The posting of information or content on the Site does not constitute a waiver of any right in such information or materials. Some of the content on the Site as well as links to content external to the site and materials provided via mail are the copyrighted work of third parties.

### **5. Limited License; Permitted Uses**

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site and other provided materials (whether online, in print or video) in accordance with this Agreement; (b) to use the Site and other materials solely for internal, personal, non-commercial

purposes; and (c) to print out discrete information or materials from the Site solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein.

## 6. Conduct

Your Leadership Difference is a respectful community of learners. As a condition of use, you agree not to use the Site for any purpose that is unlawful or prohibited by this Agreement. By way of example, and not as a limitation, you agree that:

- You will not send or otherwise post unauthorized commercial communications to users (such as spam).
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not bully, intimidate, or harass any user.
- You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- You will not use the Site to do anything unlawful, misleading, malicious, or discriminatory.
- You will not facilitate or encourage any violations of this Agreement.

## 7. Termination

Your right to access the Site and its associated content will be terminated 90 days following the scheduled completion of Your Leadership Difference curriculum. Additionally, we may terminate or suspend any and all Services and your account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms of Use. Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your account, you may simply discontinue using the Services. All provisions of the Terms of Use which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 8. Disclaimer of Liability

The Company shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company's personal information or material and information transmitted over our system. In particular, neither the Company nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or

corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.