

# Terms of Use

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## 1. Acceptance of the Terms of Use; Privacy Policy; Changes to the Terms of Use

This Website (“Website”) is owned and operated by Vantage Group LLC (“Company,” “we,” “us,” or “our”). By registering for access to any portion of this Website or by using any portion of this Website you and your company or other business organization (hereinafter “you” or “your” will be deemed to mean both you and your company or business organization) agree to be bound by these terms and conditions (“Terms of Use”) that shall govern your access to and use of this Website, including any content, functionality and services offered on or through this Website. Please read these Terms of Use carefully before you start to use this Website.

Please review our [Privacy Policy](#) which, in addition to these Terms of Use, also governs your visit to this Website.

We recommend printing a copy of this page for your reference. We also recommend referring back to this document regularly, as we may make changes and post them to this Website. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of this Website thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on this Website.

Your continued use of this Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

## 2. The Website

This Website contains copyrighted material, trademarks and other proprietary information, including, without limitation, text, software, photos, video, graphics, music and sound, and the contents of the Website are copyrighted under the United States copyright laws and international treaties (collectively, the “Information”). You are not granted any rights in or to this Website or any Information, other than the limited right described in these Terms of Use and any policies and procedures that Company may adopt and make available on this Website from time to time, including the [Privacy Policy](#). Any contests or promotions advertised through this Website may be subject to additional terms and conditions.

The Information may be supplied by Company or third parties and users of this Website. Any opinions, advice, statements, or other information or content expressed or made available by third parties are those of the respective author(s) or distributor(s) and not of Company. In many instances, the content available through this Website represents the opinions and judgments of the respective information provider or user. Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on this Website by anyone other than authorized Company spokespersons acting in their official capacities.

Company has the right at any time to change or discontinue any aspect or feature of this Website, including, without limitation, the content, hours of availability, and equipment needed for access or use of this Website. Use of this Website is solely at Company's discretion, and Company reserves the right to prohibit anyone from accessing, browsing, supplying information to, downloading information from, or conducting business on this Website. We will not be liable if for any reason all or any part of this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of this Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to this Website.
- Ensuring that all persons who access this Website through your internet connection are aware of these Terms of Use and comply with them.

To access this Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of this Website that all the information you provide on this Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on this Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **3. Use of the Website**

You agree (i) to comply with all applicable laws and regulations regarding your use of this Website and the Information, (ii) not to retransmit, publicly display, sell or use the Information, or any part thereof, provided other than solely for your internal purposes, (iii) not to alter or remove any of the Information or any consent or other proprietary notice or legend on any of the Information, (iv) not to post or transmit through the Website any material that violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violate any law, (v) not to post or transmit through the Website any material which contains advertising or any solicitation with respect to products or services without Company's express prior approval,

(vi) not to use the Website to advertise or perform any commercial solicitation, (vii) not to use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website, (viii) not to use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website, (ix) not to use any device, software or routine that interferes with the proper working of the Website, (x) not to introduce to the Website or Information any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, (xi) not to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website, (xii) not to otherwise attempt to interfere with the proper working of the Website, and (xiii) not to engage in any conduct by you that in Company's discretion restricts or inhibits any other user from using or enjoying the Website.

Third parties or users providing or using Information that is made available on this Website are solely responsible for the accuracy and content of the Information supplied or used and you agree not to supply any Information that infringes the intellectual property rights of any other party or that is misleading, fraudulent, defamatory, libelous, threatening, harassing, injurious to minors, pornographic, obscene or illegal.

Other than personally identifiable information, which is covered under the [Privacy Policy](#), any communication you transmit or post to this Website will be considered non-confidential and non-proprietary. By providing Information to Company for posting on the Website or transmitting any Information to the Website, you grant to Company and its successors and assigns a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to (i) use, reproduce, distribute, create derivative works of, display, and broadcast that Information; (ii) authorize specified third parties to use, reproduce, distribute, download, create derivative works of and print such Information for their own internal business purposes; and (iii) otherwise use such Information in any manner consistent with Company's [Privacy Policy](#). You agree that Company shall be free to use any ideas, concepts or techniques contained in your Information for any and all commercial or non-commercial purposes including, but not limited to, developing, manufacturing and marketing products incorporating such ideas, concepts or techniques.

If you print, copy, modify, download or otherwise use Information or provide any other person with access to any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials and/or Information you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

#### **4. Website Content**

While it may monitor, remove or delete transmissions to this Website, Company is under no obligation to monitor, remove or delete any transmissions. Company exercises no editorial review and assumes no responsibility for misleading, fraudulent, defamatory, libelous, threatening, harassing, pornographic, obscene or illegal Information supplied to this Website; provided, however, that Company may take any action with respect to any Information that Company deems in its sole discretion is necessary or appropriate, including the deletion of any such Information. You agree to promptly report any suspicious or unauthorized use of this

Website to Company. Company reserves the right to monitor any and all activity on this Website and Company may notify the proper law enforcement officials if any suspicious activity is detected.

## **5. Copyrights and Trademarks**

This Website is copyrighted 2017-2018 by Vantedge Group LLC All rights are reserved. Product names, logos, designs, titles, words or phrases within this Website may be trademarks, service marks, or trade names of Company or other entities and may be registered in certain jurisdictions. In particular, Vantedge Group LLC and the Company logo are trademarks or service marks of Vantedge Group LLC. You must not use such marks without the prior written permission of Company. Other brands and product names are trademarks or service marks of their respective owners.

## **6. Geographic Restrictions**

The owner of the Website is based in the state of Georgia in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **7. Links to Other Websites**

Links to third party websites on this Website are provided solely as a convenience to you and may be terminated at any time. If you use these links, you will leave this Website. Company has not reviewed all of these third party websites and does not control and is not responsible for any of these websites or their content. Therefore, Company does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. You acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any information, goods or services available on or through any such third party website. If you decide to access any of the third party websites linked to this Website, you do this entirely at your own risk and subject to the terms and conditions of use for such websites.

## **8. Linking to the Website**

You may link to this Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

## **9. Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

## 10. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any material provided by you (“User Contribution”) for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## 11. Copyright Infringement

If you believe that any User Contributions violate your copyright, please send us the following notice information to [info@vantedgegroup.com](mailto:info@vantedgegroup.com):

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- The exact URL or a description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

## **12. Disclaimers**

Your use of this Website and/or any of the Information is at your own risk. This Website and the Information are provided "as-is" and "as-available". Company hereby disclaims any and all warranties with respect to the Website and the Information, whether express or implied, including without limitation, any warranty of merchantability, satisfaction, fitness for particular purpose, completeness, accuracy, reliability, quality, timeliness, uninterrupted use, title and non-infringement. Company makes no representations or warranties with respect to the Information, services or materials made available by any third party. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or this Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. 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 EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THIS WEBSITE OR ANY INFORMATION OR SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **13. Limitation of Liability**

IN NO EVENT WILL COMPANY, ITS AFFILIATES OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THIS WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THIS WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THIS WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **14. Indemnification**

You agree to defend, indemnify and hold harmless Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of this Website, including, but not limited to, any Information you use or supply, any use of this Website's

content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from this Website.

### **15. Governing Law and Jurisdiction**

All matters relating to this Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or this Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in Cobb County, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **16. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THIS WEBSITE MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **17. Entire Agreement**

These Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and Company with respect to this Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to this Website.

### **18. General**

If for any reason you are not satisfied with this Website or the Information, your sole remedy is to cease using this Website and the Information.

Nothing in these Terms of Use will be construed to make Company or its business associates, customers, Website users or you an agent, employee, joint venture, partner, franchisee-franchisor or legal representative of any of the others. Company and you will neither have nor represent itself to have any authority to bind the other to any obligation.

The foregoing provisions in these Terms of Use are for the benefit of Company, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.