

## **LEGAL TERMS AND CONDITIONS**

### **I. Acceptance of Terms**

THESE TERMS AND CONDITIONS OF SERVICE (the "Terms") ARE A LEGAL AND BINDING AGREEMENT ("Agreement") BETWEEN YOU AND Concentric Business Solutions, LLC ("CONCENTRIC"), governing your use of this site <http://www.concentricbusinessolutions.com/> (the "Site"). Please review the Terms fully before you continue to use the Site. By using the Site, you, the visitor ("YOU") agree to be bound by the Terms. You shall also be subject to any additional terms posted with respect to individual sections of the Site. Please review our Privacy Notice, which also governs your use of the Site, to understand our practices. If you do not agree, please discontinue using the Site. CONCENTRIC reserves the right to change the Terms at any time without prior notice. Your continued access or use of the Site after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review the Terms regularly. The Terms were last updated on **September 7, 2018**.

Your use and browsing of the Site is at your risk. If you are dissatisfied with any of the materials contained in the Site, with the quality of service or content, or with these Terms, your sole and exclusive remedy is to discontinue accessing and using the Site.

Notwithstanding the foregoing, CONCENTRIC reserves the right to modify this Site and/or the Terms and Conditions at any time and all users are deemed to be apprised of, and bound by, any such modifications. YOU should visit this page periodically to review the Terms and Conditions.

### **II. Privacy Notice**

At CONCENTRIC, your privacy is important to us. We are sensitive to the privacy issues with respect to use of customer information provided to us over the internet. We do not collect personal identification information about you (such as your name, address, telephone number or mail address) unless you voluntarily provide it to us via one of our online contact pages or by other means of communications such as electronic mail or telephone. YOU may visit a CONCENTRIC site without telling us who YOU are or revealing any information about yourself. When YOU visit our web site, our computers may automatically collect some non-identifying information about your visit. This information may include domain names, time YOU spent on the site, number of pages YOU viewed, type of browser or operating system of your computer. We may also store a "cookie" or similar type file on your hard drive which will assist us in improving our efficiency. We do not collect e-mail address of our visitors. We reserve the right to use information we gather, whether provided voluntarily or automatically collected for our internal business or marketing uses. We will not sell or otherwise divulge such information to third parties unless YOU specifically have requested information about an individual vendor or service YOU have identified on our web site. If YOU have requested such information, we will pass the request to the vendor or service. We may employ standard security methods to monitor network traffic to identify unauthorized attempts to upload or change information, or traffic to identify unauthorized attempts to cause damage. All unauthorized attempts to add, delete, or modify any information on this site may be punishable under the Computer Fraud and Abuse Act of 1986 or the National Infrastructure Protection Act. We reserve the right to expel users and prevent their further access to the Site for violating these terms and conditions. We also reserve the right to disclose any information in our possession if

we are required to do so by law, or if we believe, in good faith, that such a disclosure is necessary to comply with the law, defend our rights or property, or to respond to an emergency situation.

### **III. Legal Notice**

**Concentric Business Solutions, LLC (hereafter CONCENTRIC) will make every effort to present accurate, reliable and timely information and data on this web site. Although we strive to provide thorough and error free materials on this site, we make no representation, nor do we certify, guarantee, or otherwise warranty, the quality, truth, accuracy, completeness, timeliness or suitability of this site or information for any purpose. All information contained or presented on this web site is provided “AS IS” without any warranties of any kind, expressed or implied.**

CONCENTRIC specifically disclaims any liability, whether based in contract, tort, strict liability or otherwise, for any direct, indirect, incidental, consequential or special damages arising out of, or in any way connected with access to, or uses of, this web site or any content, information, materials or services herein. CONCENTRIC does not warrant that this web site will operate in an error free manner or that it is free of malware, viruses, malicious code or other harmful materials. CONCENTRIC shall not be liable for damages including, but not limited to, loss of programs or data on your information handling system or the loss of any business, revenue, profit, use or other economic advantage. All users of this web site have the sole responsibility to take any and all reasonable precaution to prevent unauthorized access to any passwords, user identification, logon identification or other information used to gain access to this web site or third party sites linked to from this Site, and to all information contained thereon. Users shall also have the sole responsibility to provide for their own security and protection mechanisms when connected to this site and shall not make any claim against CONCENTRIC for data loss, inaccurate output, work delays or the like, resulting from the use of the site or materials contained therein. By using this web Site, YOU agree to defend, indemnify, and to hold harmless, CONCENTRIC, its directors, officers, employees and agents, from and against any and all losses, claims, damages, costs and expenses which may result from your use of this Site or for your noncompliance with these stated Terms and Conditions. CONCENTRIC assumes no responsibility for consequences resulting from the use of any information, data, links or other information contained within, or to that contained at other linked sites. We expressly disclaim all liability for damages arising out of, or in any way connected with, the access to, or, the use of, the CONCENTRIC web Site or for any content, information, material or services contained therein.

The CONCENTRIC web site contains electronic links to web sites owned by third parties. These links are provided solely as a convenience to the user and are not an endorsement by CONCENTRIC. CONCENTRIC is not responsible for the content of these linked sites nor is it responsible for any link forwarding software or capabilities contained on third party sites. These sites contain information created, published, and maintained by parties independent of CONCENTRIC. CONCENTRIC does not endorse, approve, certify, or control these external sites, nor any commercial product or service referenced therein, and does not guarantee the accuracy, completeness, fitness, or timeliness of any information located therein. Users are advised if they choice to utilize these links, they do so at their own risk.

#### **IV. Intellectual Property**

The Site is owned by CONCENTRIC. All of the content featured or displayed on the Site, including, but not limited to, still images, text, pictorial works, video images, still images of video, graphic designs, audio recordings, multimedia combinations, and computer programs, including web-based programs ("Content") is owned or licensed by CONCENTRIC. Advertisements for third-party entities are not considered Content for the purposes of this Section. However, these advertisements are owned or licensed by their respective third-party entities and are subject to protections similar to those set forth in these Terms of Use:

Pursuant to the copyright and trademark laws of the United States, you agree:

1. That you may only download Content that CONCENTRIC designates as offered for download to any single computer a single copy of any Content for personal and noncommercial use.
2. To not reproduce, distribute, modify, re-post on another site (regardless of the server on which the Content is stored), or sell any Content without specific written authorization from CONCENTRIC, unless such use is pursuant to Part III of this agreement (Educational Use of Content).
3. To maintain any and all copyright or other proprietary notices embedded in or attached to any Content.
4. To refrain from framing or mirroring any portion of the Site
5. That by posting or submitting any text or other materials to the Site you grant CONCENTRIC a royalty-free permanent license for the worldwide use and/or sublicense of such materials. Such license shall include the right to exploit any proprietary rights in the posting or submission.

#### **V. Educational Content**

With respect to Content designated as available for download for educational purposes, librarians, teachers, support staff, administrators, and other staff of educational institutions are authorized to download, print, reproduce, and distribute such Content as may be beneficial for use in educational settings. This authorization extends only as far as is necessary to directly benefit students. Content subject to this Section may not be disseminated beyond the user's particular educational institution and may under no circumstances be used for commercial purposes.

Content used for any purpose must always maintain unaltered copyright and other proprietary notices. Content may not be re-posted, framed, or mirrored on any other Web sites or computer networks, regardless of educational use.

#### **VI. User Conduct**

All users shall use the Site for lawful purposes only. You agree not to post or transmit through the Site any material that is unlawful, threatening, abusive, defamatory, invasive of privacy or

publicity rights, vulgar, obscene, profane, which encourages criminal conduct, or that may give rise to civil liability. You agree not to post or transmit through the site any material or text which constitutes advertising or solicitation with respect to any product or service, unless expressly authorized in writing by CONCENTRIC to do so.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONCENTRIC RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **VII. Indemnification**

You agree to indemnify, defend, and hold harmless CONCENTRIC; his affiliates and partners; and their respective officers, directors, employees, agents, members, licensors, representatives, and third party providers to the Site from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms. CONCENTRIC reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with CONCENTRIC in asserting any available defenses.

## **VIII. Miscellaneous**

Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance, or breach, shall be settled by final and binding arbitration in New Hampshire, pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. This agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of New Hampshire, without regard to its conflict of laws provisions, and you agree that the arbitrators shall award all costs of arbitration, including reasonable attorneys' fees plus legal rate-of-interest, to the successful party. Copyright claims shall be brought in the Federal District Court for the State of New Hampshire, and all parties to this Agreement expressly consent to this jurisdiction. If you are an agent for or an employee of a non-U.S. company but operate in a place of business in the U.S. or its territories, you expressly agree that any dispute regarding this contract shall be adjudicated within the U.S. in the manner described here. If CONCENTRIC is obligated to go to court, rather than arbitration, to enforce any of its rights, you agree to reimburse CONCENTRIC for his respective legal fees, costs, and disbursements if CONCENTRIC is successful.

These Terms and any other operating rules or terms currently posted on the Site constitute the entire agreement between CONCENTRIC and the users of the Site, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No action of CONCENTRIC may be construed as a waiver of any part of these Terms of Use. Should any of the above paragraphs be unenforceable, the other paragraphs will remain in full force and effect.