

# **WEBSITE TERMS AND CONDITIONS OF USE**

LAST UPDATED FEBRUARY 15, 2022.

## **ACCEPTANCE OF THE WEBSITE TERMS AND CONDITIONS OF USE**

These website terms and conditions of use for MorandMcKay.com, constitute a legal agreement and are entered into by and between you and Mary Morand Talent Advisory LLC (the "**Company**," "**we**," "**us**," "**our**"). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**"), govern your access to and use, including any content, functionality, and services offered on or through MorandMcKay.com (the "**Website**").

**BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

By using the Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## **MODIFICATIONS TO THE TERMS AND CONDITIONS AND TO THE WEBSITE**

We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review these Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of the same.

The information and material on the Website, and the Website itself, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period. Your obligations under these Terms and Conditions will survive the termination of these Terms and Conditions, for whatever reason.

## **YOUR USE OF THE WEBSITE AND RESTRICTIONS**

Users are responsible for obtaining their own access to the Website. Users are required to ensure that all persons who access the Website through a user's internet connection are aware of these Terms and Conditions and comply with them.

You are prohibited from attempting to circumvent and from violating the security of the Website, including by, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching security and/or authentication measures; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing

TCP/IP packet headers; (e) disrupting network services or otherwise disrupting the Website owner's ability to monitor the Website; (f) using 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; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; (i) causing or launching any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Website, or unduly burdening or hindering the operation or functionality of any aspect of the Website; and (j) otherwise attempting to interfere with the proper working of the Website.

## **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, the Company trademarks, the Company logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on the Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner, may be a violation of federal or other laws, and could subject the infringer to legal action.

You may only use the Website for your personal and non-commercial use. You agree not to decompile, reverse-engineer, disassemble or otherwise convert any of the material on the Website into a human-perceivable form. You shall not directly or indirectly sell, share, reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, stream, broadcast, republish, download, store, transmit, or otherwise exploit any of the material on the Website, in any form or medium whatsoever except:

- (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- (b) you may print a reasonable number of copies for personal use only keeping any proprietary notices thereon, which may be used only for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever; and
- (c) you may download one single user copy with any proprietary notices intact, for your own personal, non-commercial use, conditional on your agreement to be bound by our end user licence agreement for such downloads.

Users are not permitted to modify copies of any materials from the Website nor delete or alter any copyright, trademark, or other proprietary rights or notices from copies of materials from the Website. You must not access or use for any commercial purposes any part of the Website or any materials available through the Website.

If you print off, copy or download any part of the Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

## **CONDITIONS OF USE**

You are solely responsible for your use of the Website, including any communications between you and third parties that may be listed or identified on the Website. As a condition of your access and use, you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions.

Without limiting the foregoing, you warrant and agree that your use of the Website shall not:

- (a) in any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property or legal rights (including the rights of publicity and privacy of others);
- (b) in any manner violate the terms of use of any third-party website that is linked to the Website (if any), including but not limited to, any third-party social media website;
- (c) encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability;
- (d) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person; or
- (e) promote any illegal activity, or advocate, promote, or assist any unlawful act.

## **SITE MONITORING AND ENFORCEMENT, SUSPENSION, AND TERMINATION**

The Company may without notice:

- (a) Take appropriate legal action, including, without limitation, by making referrals to law enforcement or regulatory authority, or by notifying the harmed party of any illegal or unauthorized use of the Website; and/or

- (b) 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 and Conditions.

We have no obligation, nor any responsibility to any party to monitor the Website or its use.

## **NO RELIANCE**

The content on the Website is provided for general information purposes only. It is not intended to amount to advice or executive coaching on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction based on the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up to date. Your use of the Website is at your own risk and neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of the Website.

The Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. Neither the Company nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

## **PRIVACY**

We are committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who use the Website. Please see our Privacy Policy located at [\[INSERT LINK TO PRIVACY POLICY\]](#).

## **THIRD-PARTY CONTENT**

For your convenience, the Website may provide links or pointers to websites, images, content and notifications from third parties ("**Third Party Content**"). We make no representations about any Third Party Content that may be accessed from the Website. If you choose to access any Third Party Content, you do so at your own risk. We 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 the reliance upon any information, content, goods or services available on or through any third-party websites, linked resources or Third Party Content. You are subject to any terms and conditions of such third-party sites.

Links to third-party sites from the Website may include links to certain social media features that enable you to link or transmit, on your own or using certain third-party websites, certain content from the Website. You may only use these features when they are provided by us and solely with respect to the identified content.

## **DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

## **LIMITATION ON LIABILITY**

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE SHALL THE COMPANY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER SIMILAR LOSS IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, THE COMPANY'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE WEBSITE IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO \$50 UNITED STATES DOLLARS.

THE CONSIDERATION UNDER THIS AGREEMENT DOES NOT INCLUDE ANY CONSIDERATION FOR THE COMPANY TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY US, WE WOULD NOT HAVE ENTERED INTO THESE TERMS AND CONDITIONS WITHOUT CHARGING ADDITIONAL FEES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **INDEMNIFICATION**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY, ITS PARENT, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, 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 BREACH OF THESE TERMS AND CONDITIONS OR YOUR USE OF THE WEBSITE OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS AND CONDITIONS.

## **GOVERNING LAW AND CHOICE OF FORUM**

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of the State of Ohio and the federal laws of the United States of America

applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the State of Ohio or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to the Website and under these Terms and Conditions will be instituted in the courts of the State of Ohio and/or the Federal Court of The United States, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

## **WAIVER**

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

## **SEVERABILITY**

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **ENTIRE AGREEMENT**

These Terms and Conditions constitute the sole and entire agreement between you and the Company regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

## **REPORTING AND CONTACT**

This website is operated by Mary Morand Talent Advisory LLC. You may contact Mary Morand Talent Advisory LLC at [mary@morandmckay.com](mailto:mary@morandmckay.com).

You may email your comments, suggestions and feedback (collectively, “**Feedback**”) to the Company at [john@morandmckay.com](mailto:john@morandmckay.com). However, the Internet is not a fully secure medium and any Feedback may be lost, intercepted or altered. You agree with respect to any Feedback provided by you to us via e-mail that: (i) the Company has no obligation concerning such Feedback; (ii) Feedback is non-confidential; (iii) the Company may use, disclose, distribute or copy the Feedback and may use any ideas, concepts or know-how contained in the Feedback for any purpose; and (iv) the Feedback is truthful and disclosure of the Feedback does not violate the legal rights of others.

All requests for technical support and other communications relating to the Website should be directed to [john@morandmckay.com](mailto:john@morandmckay.com).