

## **Leading in Context LLC Terms of Service**

*Effective Date: April 14, 2021*

### **Agreement to Terms of Use**

By using our Leading in Context LLC (hereafter "LIC") website and related services, you agree to abide by these Terms of Service and to use the LeadinginContext.com Site (hereafter "Site") in accordance with these Terms of Service, our [Privacy Policy](#) and any additional terms and conditions that may apply to specific sections of the Site. Accessing the Site constitutes your agreement to be bound by these Terms of Service.

Please read these Terms carefully before accessing or using our Site. By accessing or using any part of our Site, you agree to be bound by all of the Terms and all other operating rules, policies, and procedures that we may publish via the Site from time to time (collectively, the "Agreement").

LIC reserves the right at its sole discretion to change, modify, add, or remove portions of These Terms of Use at any time. Your continued use of the Site following posting of changes means that you accept and agree to the Terms of Service, as modified.

### **Minimum Age Requirements**

Our Site is not directed to children. You're not allowed to access or use our Site if you're under the age of 13 (or 16 in Europe). If you register as a user or otherwise use our Site, you represent that you're at least 13 (or 16 in Europe). You may use our Site only if you can legally form a binding contract with us. In other words, if you're under 18 years of age (or the legal age of majority where you live), you can only use our Site under the supervision of a parent or legal guardian who agrees to the Agreement.

### **Responsibility of Users**

"You" means any individual or entity using our Site. If you use our Site on behalf of another person or entity, you represent and warrant that you're authorized to accept the Agreement on that person's or entity's behalf, that by using our Site you're accepting the Agreement on behalf of that person or entity, and that if you, or that person or entity, violates the Agreement, you and that person or entity agree to be responsible to us.

### *User Code of Conduct*

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user - you alone are responsible for the material

you post or send. We do not control the messages, information, or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies, or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit abusive or illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software, or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

### *Third-Party Websites*

We haven't reviewed, and can't review, all of the content (like text, photo, video, audio, code, computer software, items for sale, and other materials) posted to or made available through our Site by users or anyone else (hereafter "Content") or on websites that link to, or are linked from, our Site. We're not responsible for any use or effects of Content or third-party websites. So, for example:

- We don't have any control over third party websites.

- A link to or from one of our Sites does not represent or imply that we endorse any third-party website or services.
- We don't endorse any linked Content or represent that the linked Content is accurate, useful, or not harmful. Linked Content could be objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights, or other proprietary rights of third parties.
- Users are responsible for taking precautions and ensuring that whatever they download from third-party sites does not transmit information, software or other material that contains a virus or other harmful component.
- We aren't responsible for any harm resulting from anyone's access, use, purchase, or downloading of Content from third-party websites, or for any harm resulting from third-party websites.

### *Interactive Features*

LIC may host blog comments, chats, and other public forums to serve as discussion centers for users and subscribers on its Site. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to future public forums. LIC expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information, or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers, or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of LIC or any of its subsidiaries or affiliates.

LIC has no obligation whatsoever to monitor any of the Content on public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post, or remove any postings or Content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors. LIC or its designated agents may remove or alter any user-created Content at any time for any reason.

### *Limitations on Linking and Framing*

You may establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site by us or by the Site. However, you may not, without our prior written permission, frame, or inline link any of the content of the Site or incorporate into another website or other service any of our material, content, or intellectual property.

## **Feedback**

We love hearing from you and are always looking to improve our services. When you share comments, ideas, or feedback with us, in a blog comment, email, social media post, text, photo, video, graphic or other medium, you agree that we're free to use them without any restriction or compensation to you.

## **Copyright Infringement and DMCA Policy**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by LIC infringe your copyright, you, or your agent may send to LIC a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon LIC actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to LIC a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. LIC's Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows: [Info@leadingincontext.com](mailto:Info@leadingincontext.com).

## **Intellectual Property**

This Site and all the materials available on the Site are the property of LIC and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal non-commercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

The Agreement doesn't transfer any LIC or third-party intellectual property to you, and all right, title, and interest in and to such property remains solely with LIC, and all other trademarks, service marks, graphics, and logos used in connection with our Site or services are trademarks or registered trademarks of LIC (or LIC's licensors). Other trademarks, service marks, graphics, and logos used in connection with our services may be the trademarks of other third parties. Using our Site doesn't grant you any right or license to reproduce or otherwise use any LIC or third-party trademarks.

You acknowledge and agree that any contributions originally created by you for us shall be deemed a “work made for hire” when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to LIC from their creation. Thus, LIC shall be deemed the author and exclusive owner thereof and shall have the right to use any or all of the results and proceeds in any and all media, now known or hereafter devised, worldwide, in perpetuity, in all languages, as LIC determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a “work made for hire” under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to LIC all proprietary rights, including without limitation, all copyrights and trademarks throughout the world, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, worldwide, in perpetuity.

## **Changes**

We may update, change, or discontinue any aspect of our Site at any time. Since we’re constantly updating our Site, we sometimes have to change the legal terms under which they’re offered. The Agreement may only be modified by a written amendment signed by an authorized executive of LIC, or if LIC posts a revised version. We’ll let you know when there are changes: we’ll post them here and update the “Effective” date, and we may also post on one of our blogs or send you an email or other communication. Your continued use of our Site after the new terms take effect will be subject to the new terms, so if you disagree with the changes in the new terms, you should stop using our Site.

## **Disclaimers**

Our information, products and related services offered on or through the Site and by LIC and any third-party sites are provided “as is.” LIC hereby disclaims all warranties of any kind, express or implied, and makes no warranty that our information, products, or services will be error free or free of harmful components or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through our Site at your own discretion and risk.

If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not LIC. Neither LIC nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. LIC neither endorses nor is responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the Sites by anyone other than an authorized LIC representative while acting in his/her official capacity.

## **Jurisdiction and Applicable Law.**

Except to the extent any applicable law provides otherwise, the Agreement and any access to or use of our Site will be governed by the laws of the state of Virginia, U.S.A., excluding its conflict of law provisions. The proper venue for any disputes arising out of or relating to the Agreement and any access to or use of our Site that are not otherwise subject to arbitration (as indicated below) will be the state and federal courts located in Richmond, Virginia.

## **Arbitration Agreement**

These Terms of Use shall be governed by and construed in accordance with the laws of the Virginia and any dispute shall be subject to binding arbitration in Richmond, Virginia. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## **Limitation of Liability**

In no event will LIC, or its suppliers, partners, or licensors, be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; LIC shall have no liability for any failure or delay due to matters beyond its reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

Under no circumstances, including, but not limited to, negligence, shall we, our subsidiary and parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the Site, including our public forums, books, emails, products, or services, or third-party materials, products, or services made available through the Site or by us in any way, even if we are advised beforehand of the possibility of such damages. (Because some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. in such states, our liability and the liability of our subsidiary and parent companies or affiliates is limited to the fullest extent permitted by such state law.) You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any user. if you are dissatisfied with the Site, any materials, products, or services on the Site, or with any of the Site's terms and conditions, your sole and exclusive remedy is to discontinue using the Site and the products, services and/or materials.

This Site is continually under development and LIC makes no warranty of any kind, implied or express, as to its accuracy, completeness, or appropriateness for any purpose.

## **Indemnification**

You agree at all times to indemnify and hold harmless LIC, its contractors, its affiliates, its licensors, successors, transferees, assignees and licensees, and their respective parent and subsidiary companies, directors, officers, shareholders, employees, associates, and agents from and against any and all claims, causes of action, losses, liabilities, demands, damages, costs and expenses, including attorneys' fees, legal fees and expenses, arising out of or related to your use of our Site, including but not limited to your violation of the Agreement or any agreement with a provider of third-party services used in connection with the Site, services or content.

## **US Economic Sanctions**

You may not use the Site if such use is inconsistent with U.S. sanctions law or if you are on any list maintained by a U.S. government authority relating to designated, restricted, or prohibited persons.

## **International Use**

This Site can be accessed worldwide, but not all products, services, and offers may be available in every geographic area. All content, products, services and offers are void where prohibited by law. If you choose to access the Site from outside of the United States, you are solely responsible for following all applicable local, regional, and national laws.

## **Entire Agreement**

The Agreement (together with any other terms we provide that apply to any specific Service) constitutes the entire agreement between LIC and you pertaining to the subject matter of this Agreement. If any part of the Agreement is unlawful, void, or unenforceable, that part is severable from the Agreement, and does not affect the validity or enforceability of the rest of the Agreement. In its sole discretion, LIC may modify these Terms and Conditions by posting the link to a revised version on this Site. You agree that each time you visit this Site is a new transaction governed by the Terms of Use on this Site at that time.

This Agreement shall be binding upon and inure to the benefit of LIC and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of LIC. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by LIC to any affiliated entity or any of its wholly owned subsidiaries.

*This policy incorporates content from the [Wordpress.com Terms of Service](#) with permission from Attumatic, Inc. via [Creative Commons License](#).*