

TERMS & CONDITIONS

The following Terms & Conditions are entered into by and between You and **PROfoundANCE Connections LLC.** ("Company", "us", "we", or "our") which owns and operates [Http://www.profoundance.com](http://www.profoundance.com) (the "Site").

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms & Conditions"), are a binding agreement and govern your access to and use of the Site including any content, product, functionality and services offered or purchased on or through the Site.

Please read these Terms and Conditions carefully before you start using the Site.

By visiting and using the Site or by clicking to accept or agree to the Terms & Conditions when this option is made available to you, you indicate that you accept and agree to be bound and abide by these Terms & Conditions and any documents incorporated herein by reference. If you do not agree with these Terms & Conditions, you must cease usage of the Site, or any related services, immediately.

CONTENT

All information on this Site, including any and all copyrights, trademarks, design rights and other intellectual property rights related to the content and work product on this Site, are owned by **PROfoundANCE Connections LLC.**, with the exception of the content you submit to us set forth in the section below.

The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Site does not grant you any ownership rights to the Content of our Site.

The reproducing in any format (including on another website) of any part of our Site (including content, images and designs) without our prior written consent is strictly prohibited.

Requests for prior written consent should be addressed to the following email:
profoundance1@gmail.com.

You may provide links to our Site as long as

- a) you clearly give credit to us as the author,
- b) include a hyperlink to our Site,
- c) you do not remove or obscure any portion of our Site by framing or otherwise,
- d) your website does not engage in illegal or pornographic activities, and
- e) provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not provide links in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent.

You must not provide links from any website that is not owned by you.

You must cease providing links to our Site immediately upon our request.

RELIANCE ON CONTENT

The Content of this Site is meant for informational purposes only and is not intended to amount to professional or specific advice on which reliance should be placed.

Please refer to our Disclaimers for further information.

Every effort has been made to only provide complete and accurate information. However, we disclaim all responsibility and liability arising from any inaccuracies and any reliance placed on the information presented on this Site and shall not be liable for any damages or harm.

CONTENT YOU SUBMIT TO US

You may be provided with the ability to upload, display, post, transmit, send, email or otherwise submit to us on the Site or on any of our social media accounts, content in the form of text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (the “content”, or “content you submit to us”).

You, and not us, are entirely, and solely, responsible for all the content you submit to us. We do not claim ownership rights in the content you submit to us. However, you hereby grant to us a non-exclusive, fully paid and royalty-free, worldwide, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) such content and all intellectual property and moral rights therein, including, without limitation, distributing part or all of the Site in any media formats through any social media channels or technology now known or hereafter devised.

You represent and warrant that:

- the content you submit to us is your original creation or you own the content or otherwise have the right to grant the license set forth above
- the content you submit to us does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person,
- the content you submit to us does not result in a breach of contract between you and a third party,
- the content you submit to us does not contain any libelous, defamatory, or obscene material or content that violates our terms of use or those of our social media accounts.

You agree to be held solely liable for any damages resulting from any infringement of copyrights, trademark or other proprietary rights of the content you submit to us and for all royalties, fees, and any other monies owing any person by reason of the content you submit to us.

NO WARRANTIES

We make no representations or warranties of any kind, express or implied, as to the performance or operation of the Site and the information, contents, materials, documents, products, or services included on or through the Site. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event will our company or its directors, employees, or agents be liable to you or any third person for any direct, indirect or consequential loss or damage incurred in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any information, contents, materials, documents, products, or services included, offered, or purchased on or through the Site.

You expressly acknowledge and agree that our company its directors, employees, or agents shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

PROHIBITED USE

As a condition of your use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms & Conditions.

You are prohibited from violating or attempting to violate any security features of the Site; damaging, disabling, or impairing or attempting to damage, disable or impair the Site; gaining or attempting to gain unauthorized access to any portion or feature of the Site; interfering with or causing disruption in the operation of the Site; modifying, reverse-engineering, decompiling, disassembling, participating in the transfer or sale, creating derivative works or attempting to modify, reverse-engineer, decompile, disassemble, participate in the transfer or sale, create derivative works, or in any way exploit, in whole or in part, any of the content available on the Site.

You agree to use the Site for lawful purposes only and any violation of any provision contained in these Terms may subject you to civil and/or criminal liability.

COMMENTS

When you leave a comment on our Site, your comment will be publicly available to other visitors of this Site.

For spam detection purposes, we collect the data shown in the comments form, and also your IP address and browser user agent string in accordance to our [Privacy Policy](#).

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

If you leave a comment on our Site, you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

Your comment may be checked through an automated spam detection service.

You can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

We reserve the right to remove any comment that we determine to be unlawful, inappropriate, offensive or otherwise objectionable or in violation of intellectual property laws or these Terms & Conditions.

PRIVACY POLICY

While using the Site, you may provide certain personally identifiable information, such as your name, email address or IP address.

We process information about you in accordance with our [Privacy Policy](#).

By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

LINKS TO THIRD PARTY SITES AND SERVICES

This Site may from time to time contain links to third-party sites and services.

We have no control over and assume no responsibility for the content or practices of any third-party Sites or for any loss or damage that may arise from your use of them.

We recommend that you review the privacy policy and terms and conditions of such third-party sites. Once you leave our Site, you are no longer governed by our Terms & Conditions.

EMBEDDED CONTENT FROM OTHER SITES

Content on this Site may include embedded content (e.g. videos, images, articles, etc.).

Embedded content from other sites behaves in the exact same way as if the visitor has visited the other website.

These sites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that site.

INTELLECTUAL PROPERTY

The contents, materials, documents, courses, products, or services included, offered, or purchased on or through the Site are protected by international copyright law and may not be copied, reproduced, given away, or used to create derivative works without our expressed written permission.

When using the Site, purchasing a digital product or course from the Site or downloading digital product free of charge or in exchange for your email address from the Site, you are granted a limited, personal, non-exclusive, non-transferable license of our contents, materials, documents, products, courses or services included, offered, or purchased on or through the Site for your personal or internal business use only.

You expressly acknowledge and agree that we retain full copyrights and under the aforementioned limited, personal, non-exclusive, non-transferable license you have no right to:

- modify, copy, reproduce or sell the materials;
- use the materials for any commercial purpose;
- decompile or reverse engineer;
- remove any copyright or other proprietary notations from the materials;
- transfer the materials to another person;
- create derivative works based upon the materials;

- offer any competing products based upon the materials.

CONFIDENTIALITY

You acknowledge and agree that Confidential Information may be exchanged between parties in connection with the use of our Site and information, contents, materials, documents, products, or services included, offered, or purchased on or through the Site.

You must maintain the secrecy of Confidential Information and treat all Confidential Information as private and confidential. You shall use Confidential Information solely in the performance of the obligations under these Terms & Conditions. You shall not disclose the Confidential Information without prior written consent except where required by law or regulation. You shall indemnify us against all losses, costs, expenses and other liabilities which may be suffered or incurred in connection to or arising out of any breach of confidentiality.

GOVERNING LAW

These Terms of Use and any dispute or claim arising from or in connection with them shall be governed in accordance with the laws of Connecticut and the United States.

MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER

FOR WEBSITE TERMS & CONDITIONS

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. PLEASE REVIEW THEM CAREFULLY.

In case of a dispute relating to or arising out of your use of our Site, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in _____Stamford, CT._____. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of __Stamford, CT_____. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard

to arbitral claims. The Parties further waive any rights to pursue or participate in a class or collective action.

INDEMNIFICATION

You agree to indemnify, defend, and hold us and our partners, consultants, agents, officers, directors, employees, subcontractors, successors, service providers, and affiliates free from and against any and all legal claims, demands, liability, loss, claim, and expense, including reasonable attorney fees, court costs and other legal expenses, which may arise from or relate to your violation of these Terms & Conditions, any act or omission in connection with your use of our Site, or your infringement, of any intellectual property or other right of any person or entity.

AMENDMENTS

We reserve the right to revise these **Terms & Conditions** at any time by amending this page.

All updates will be posted on this page and you are expected to check this page from time to time to take notice of any changes.

If you do not agree with the changes to these Terms & Conditions, you can choose to discontinue the use of our Site.

ENTIRE AGREEMENT; MODIFICATION

These Terms & Conditions constitute the entire understanding between the parties with respect to the subject matter hereof and specifically incorporate, supersede and replace all prior or contemporaneous oral and written agreements relating to the subject matter hereof.

No portion or provision of these Terms & Conditions may be changed, modified, amended, waived, supplemented, discharged, canceled or terminated orally or by any course of dealing, or in any manner other than upon written notice.

COUNTERPARTS

These Terms & Conditions may be executed in any number of counterparts in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Terms & Conditions.

ASSIGNMENT

Neither these Terms & Conditions nor any of the rights, interests or obligations granted hereunder shall be assigned, sold, leased or otherwise transferred in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the foregoing, these Terms & Conditions will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

SEVERABILITY

Any provisions of these Terms & Conditions which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such condition, the remainder of these Terms & Conditions shall continue in full force and shall be enforced to the maximum extent possible

NO WAIVER

The failure to exercise any right, power or remedy provided under these Terms & Conditions or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

HEADINGS AND CAPTIONS

The headings and captions in these Terms & Conditions are included for convenience of reference only and in no other way define, limit or delineate any of the provisions hereof or otherwise affect their construction or effect.

FORCE MAJEURE

Neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, but not limited to, acts of God, acts of war or terrorism, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

TERMINATION

We reserve the right to terminate your rights under these Terms & Conditions without notice if you fail to comply with any of these Terms & Conditions.

Last updated: 04/22/2022