

# TERMS OF SERVICE

Last updated July 10, 2024

## 1. Introduction

The provisions of these Terms of Service ("Terms") form an agreement between Chief GO Officers, LLC ("Chief GO Officers," "we," "our," or "us") and you. These Terms apply to your use of and access to the website [www.chiefgoofficers.com](http://www.chiefgoofficers.com)("Website"). By accessing or using our Website, you agree to these Terms. If you do not agree, please discontinue use immediately. We reserve the right to modify these Terms without prior notice, and your continued use constitutes agreement to the modified Terms.

## 2. Privacy Policy

You acknowledge and agree that our [Privacy Policy](#) is incorporated into these Terms and that your use of our Website is subject to its terms.

## 3. Intellectual Property Rights

All text, artwork, computer code, functionality, graphics, photographs, videos, sounds, music, user and visual interfaces, trademarks, and logos, including but not limited to the design, structure, selection, coordination, expression, layout, color scheme, and overall appearance (the "Content") of the Website, is owned, controlled, or licensed by Chief GO Officers and is protected by trade dress, trademark, copyright laws, and other intellectual property rights and unfair competition laws. All such rights are reserved.

Except as expressly provided herein, you are prohibited from:

- Copying, reproducing, distributing, modifying, creating derivative works of, publicly displaying, publicly performing, republishing, uploading, storing, or transmitting the Content, in whole or in part, by any means.
- Combining or incorporating any portion of the intellectual property or Website with any other system, program, product, or service, including software of any type, without Chief GO Officers' express prior written consent.

## 4. Registration/ Accounts

You may create an account by providing us with your name, email address, and other information ("Account"). By creating an Account, you agree to:

- Provide true, accurate, current, and complete information about yourself.
- Maintain and promptly update this information to keep it true, accurate, current, and complete.

- Maintain the confidentiality of your Account information and restrict access to your Account.

You are responsible for all activities under your Account. Notify us immediately of any unauthorized use of your Account by sending an email to [info@chiefgoofficers.com](mailto:info@chiefgoofficers.com) with “Unauthorized Use” in the subject line.

We reserve the right, in our sole discretion, to terminate your Account and/or access to the Website at any time, without notice.

## 5. Your Use of the Website

By using our Website, you agree:

- To use the Website and Content solely for your non-commercial, personal purposes and/or to learn about Chief GO Officers products and services.
- To comply with all applicable laws, including but not limited to privacy laws, intellectual property laws, and regulatory requirements.
- To keep any usernames and passwords confidential and to notify us of any unauthorized use of your Account.

Chief GO Officers will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

## 6. Prohibited Uses

By using our Website, you agree you will not:

- Reverse engineer or otherwise attempt to discover any source code, or allow any third party to do so.
- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in, or otherwise transfer or grant any right in, or make available to a third party, any Content, specifically including any proprietary assessments, unless you have an executed agreement permitting you to do so.
- Attempt to gain unauthorized access to the Website or any portion thereof.
- Use the Website in any way that damages, disables, overburdens, or impairs the Website or any of its functions or interferes with any other party’s use and enjoyment of the Website.
- Use any “deep-link,” “page-scrape,” “robot,” “spider,” or other automatic device, program, or tool to access, acquire, copy, or monitor any portion of the Website or obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Website.
- Use the Website for any purpose or in any manner that is unlawful or prohibited by these Terms.

## 7. Information Provided by You

You represent that you have all rights, title, and interest to all information you provide on the Website and that it does not violate any laws or third-party rights. You represent that the information provided by you is accurate and that you will not knowingly, or with the intent to defraud, provide any misleading

information to the Website.

## **8. Modification or Suspension of the Website**

We reserve the right to change, suspend, or discontinue any aspect of the Website at any time and without notice or liability, including by adding or eliminating certain features or discontinuing the Website entirely. We also reserve the right to terminate or suspend your Account or restrict your use of or access to the Website, without notice or liability, for any reason at our sole discretion.

## **9. Additional Terms and Conditions**

Additional terms and conditions may apply if you purchase a subscription for any Chief GO Officers product, and those terms are hereby incorporated into these Terms by reference. If there is any conflict between these Terms and the terms provided for by your executed Client Agreement or Partner Agreement, the terms in your Client Agreement or Partner Agreement shall control.

Chief GO Officers reserves the right to make changes to any products or subscriptions offered on the Website, including any pricing for such products or subscriptions, at any time and without prior notice.

## **10. Linked Third-Party Websites**

Our Website may contain links to independent third-party websites. These links are provided solely for the convenience of our Website users and are not under Chief GO Officers' control. We are not responsible for and do not endorse the content, information, or materials included on any third-party website.

## **11. Disclaimers & Limitation of Liability**

Chief GO Officers makes no representations about the suitability, reliability, availability, security, quality, completeness, usefulness, or accuracy of the Website or any of its content for any purpose. To the extent permitted by law, all information, software, products, services, and content are provided on an "as-is" and "as-available" basis. Chief GO Officers disclaims any liability for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages arising out of or in any way related to the use of the Website or for any content, whether based on contract, tort, strict liability, or otherwise, even if foreseeable.

If, notwithstanding the foregoing, Chief GO Officers is found to be liable to you for any damage or loss which is in any way connected with your use of the Website or its content, our aggregate liability shall be limited to one hundred dollars (\$100.00).

## **12. Indemnification**

You agree to indemnify and hold Chief GO Officers, its officers, directors, shareholders, affiliated entities,

employees, licensors, and contractors harmless from any demands, loss, liability, claims, or expenses, including attorney's fees, made against Chief GO Officers by any third party due to or arising out of your violation of these Terms or your use of the Website.

### 13. Export Control Laws

Export of any information from this Website is subject to all United States Export Control laws. No Content may be downloaded or otherwise exported in violation of these or any other laws.

### 14. General

- **Entire Agreement:** These Terms constitute the entire agreement between you and Chief GO Officers with respect to the subject matter herein and supersede any prior agreements.
- **Waivers:** Failure to take any action or exercise a remedy regarding a breach of these Terms shall not constitute a waiver.
- **Severability:** If any part of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect.
- **Governing Law:** These Terms are governed by the laws of Missouri, and you agree to the sole and exclusive jurisdiction and venue of the federal and state courts within Missouri in the event of any dispute.

For further inquiries, please contact us at [info@chiefgoofficers.com](mailto:info@chiefgoofficers.com).