

BusinessLegion Website Terms of Use

Please note: Though we may do so in the future, BusinessLegion, LLC, currently offers no materials for purchase via the BusinessLegion Website. Please contact us for information regarding products and services described on the BusinessLegion Website. All Terms of Use apply regardless of the availability of materials for purchase via the BusinessLegion Website. Thank you for your cooperation.

1. Important Notice

Please note: These Terms of Use contain an exclusive jurisdiction clause, an arbitration clause, indemnification obligations, disclaimers of warranties and limitations of liability. Please review these Terms of Use in their entirety.

These Terms of Use ("Terms of Use") explain a contractual agreement between you ("you," "your") and BusinessLegion, LLC ("BusinessLegion," "we," "us," "our"), regarding your use of this website ("BusinessLegion Website") and your access to the content available on the BusinessLegion Website. You should print a copy of these Terms of Use for your records. Please note, however, that these Terms of Use may be updated and amended by us from time to time as provided herein.

2. Agreement to Terms of Use

By using the BusinessLegion Website, you agree to these Terms of Use as amended from time to time. Furthermore, when you access the BusinessLegion Website and at various other places on the BusinessLegion Website, you specifically acknowledge your agreement with the most current version of these Terms of Use. The failure to include a specific acknowledgment at any point on the BusinessLegion Website shall not be construed to diminish the applicability or effectiveness of these Terms of Use.

3. Change to Terms

We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Please check these Terms of Use periodically for changes. Your continued use of this web site after the posting of changes to these Terms of Use will mean you agree to abide by those changes. Any amendment to these Terms of Use by you must be agreed to by us in writing.

4. Content Ownership

The BusinessLegion Website and the content, including both the Free Materials and Purchased Materials (as defined below) accessible through the BusinessLegion Website, and all intellectual property rights included in or associated with the BusinessLegion Website, including but not limited to patents, copyrights, trademarks and service marks (collectively, "Content"), are owned or licensed by us, and all right, title and interest in and to the BusinessLegion Website and Content remains with us.

BiznessLegion Website Terms of Use

Except as ordinarily occurs when a web site is downloaded to your computer in the normal course of browsing such web site, material from the BiznessLegion Website may not be copied, distributed, re-published, uploaded, posted, modified, reverse engineered, or transmitted in any manner inconsistent with Section 4 below without our prior written consent.

Certain Content may be licensed from third parties and all such third-party content and intellectual property rights related to such content belong to the respective third parties. In any event, you may not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the BiznessLegion Website or in the Content.

5. Copyrights

Copyright laws give authors the right to decide how others can use the information they produce. We rely on these laws for our business, as it consists of creating content and selling rights to this content.

Free Materials

The information, text, links, documents, software, pictures, audio, video, or artwork made available without purchase on the BiznessLegion Web Site (collectively, "Free Materials") are protected by copyright laws. You may only access and use these Free Materials for non-commercial purposes. You may not reproduce, republish, post, transmit or distribute any Free Materials except if: (1) it is for non-commercial purposes only, and (2) you clearly indicate the BiznessLegion Website as the source of the Free Materials and include any copyright notice originally part of the Free Materials.

If you want to provide access to and use of the Free Materials for a commercial purpose, please [Contact Us](#) for licensing information.

6. Technical Difficulties

BiznessLegion will attempt to resolve technical difficulties relating to the transmission of any online service offered by us to the extent practicable. In the event that you experience technical difficulties when accessing or using the BiznessLegion Website, you may [Contact Us](#). We will respond to assist you, generally within 24 hours from the time of your message. If we cannot resolve a technical difficulty after consultation, BiznessLegion will mail you a copy of any Purchased Materials by mail.

7. Privacy Policy

BiznessLegion does not intend to use information you provide for any purpose other than serving you. Whenever personal information is required or useful, the BiznessLegion Website will request it explicitly and explain the purpose clearly.

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Information will not be sold or given to a third party in any other way except as required to process payment information. If this policy ever changes, we will request permission through an explicit and clear opt-in procedure.

We will apply our best judgment when initiating contact with you so that only communications of value or necessity will reach you. Wherever practical, we will provide means for you to give prior permission through an explicit and clear opt-in procedure.

8. Disclaimer of Warranties

The material in this site could include technical inaccuracies or typographical errors. YOU USE THE BUSINESSLEGION WEB SITE AT YOUR OWN RISK. THE BUSINESSLEGION WEB SITE IS PROVIDED "AS IS," WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORTS IS WITH YOU. WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, ACCURACY OR TITLE. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE BUSINESSLEGION WEBSITE OR AGAINST INFRINGEMENT. We also do not guarantee uninterrupted or secure access to the BiznessLegion Website, that defects will be corrected, or that the BiznessLegion Website or the servers that make it available are free of viruses or other harmful components.

9. Limitation of Liability

We are an online service provider; we are not responsible for any loss or injury whatsoever due to content or information published through this BiznessLegion Web Site. The BiznessLegion Website may be unavailable due to maintenance or other factors and we will have no liability for any such unavailability. We will also not have any liability for any loss of data, degraded data, old or out-dated data, or errors in data resulting from non-deliveries, mis-deliveries or service interruptions caused by us, any third-party acts or any other web host provider or the Internet infrastructure and network external to the BiznessLegion Website. The limitations of liability provided in these Terms of Use inure to our benefit and to the benefit of our affiliates, and to all of our respective officers, directors, employees, attorneys and agents.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED \$500.

Some jurisdictions do not allow excluding or limiting implied warranties or limiting liability for incidental or consequential damages, and some jurisdictions have special statutory consumer

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protection provisions which may supersede the foregoing disclaimers and limitations. As a result, these disclaimers and/or limitations may not apply to you if prohibited by law.

10. Termination

We may, in our sole discretion and at any time, discontinue the BiznessLegion Website, either in part or in whole, with or without notice. You agree that any termination of your access to the BiznessLegion Website may be affected without prior notice, and you agree that we shall not be liable to you or any third-party for any such termination.

11. Prohibited Activities

You may not use any device, software or routine, including but not limited to any viruses, trojan horses, worms, time bombs or other malicious code, intended to damage or interfere with the proper working of the BiznessLegion Website or to surreptitiously intercept or expropriate any system, data or personal information from the BiznessLegion Website. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique.

12. Linking and Third-Party Content

The BiznessLegion Web Site may contain links to third-party web sites not under our control or operation. We provide any such links only as a convenience and do not endorse and are not responsible for the contents of any linked site or any link contained in a linked site. The BiznessLegion Website may contain news and information published by various third-party providers. Use of any third-party content may be conditioned upon terms and conditions as provided, from time to time, by such third-party providers.

13. Laws and Regulations

You must comply with all applicable laws, statutes, ordinances and regulations regarding: (i) use of the BiznessLegion Website and (ii) release of information to and retrieval of information from the BiznessLegion Website. To the extent that any applicable taxes apply to your use of the BiznessLegion Website, you are responsible for the payment of such taxes. We reserve the right to report any wrongdoing, if and when we become aware of it, to any applicable government agencies.

14. Indemnification

You agree to indemnify, defend and hold us harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) resulting from: (i) your use of the BiznessLegion Website; (ii) your breach of any provision of

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these Terms of Use; (iii) the illegality, reliability, appropriateness, originality or copyright of any submission to BiznessLegion; and/or (iv) any intentional wrongdoing by you.

15. Assignment

You will not have the right to assign or transfer your rights under these Terms of Use to any other person or entity without our prior written consent, which consent may be withheld for any reason or for no reason. Furthermore, you acknowledge and agree that your access to and use of the BiznessLegion Website may not be sublicensed or otherwise transferred voluntarily or by operation of law to any third party. Any attempted assignment, license, sublicense or transfer by you, whether voluntary or involuntary, is void and grounds for termination of your rights under these Terms of Use.

16. Contact

If you have any problems, questions or complaints about these Terms of Use or the BiznessLegion Website, please [Contact Us](#).

17. Governing Law, Arbitration, and Jurisdiction

You recognize that, although the Internet can be accessed from anywhere in the world, the BiznessLegion Website is located in the Commonwealth of Pennsylvania, United States of America, and that when you access the BiznessLegion Website, you are doing so in the Commonwealth of Pennsylvania, United States of America. These Terms of Use shall be governed by and construed in accordance with the internal substantive laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflict of law and the federal laws of the United States of America.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. YOU FURTHER AGREE THAT ANY ARBITRATION ACTION BROUGHT BY YOU ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE BIZNESSLEGION WEB SITE SHALL BE FILED ONLY IN ALLEGHENY COUNTY, PENNSYLVANIA, AND YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION AND VENUE IN ALLEGHENY COUNTY, PENNSYLVANIA.

18. State Specific Legal Notices

Pursuant to California Civil Code Section 1789.3 and California Business and Professions Code Section 17538, residents of California are hereby advised of the following: BiznessLegion, LLC, located at P.O. Box 15015, Pittsburgh, PA 15237-5015, is the provider of any electronic commercial service on this site.

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The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 400 R. Street, Suite 3090, Sacramento, CA 95814 or by calling 1-800-952-5210.

Upon your request, you may have these Terms of Use sent to you by e-mail. Feel free to [Contact Us](#) to resolve a complaint regarding any aspect of online service.

19. COPPA

COPPA is the Children's Online Privacy Protection Act.

The BiznessLegion Web Site is not directed at children under the age of thirteen (13), and by using the BiznessLegion Website, you represent that you are not under the age of thirteen (13). While it is unlikely that a child would have any interest in the Content offered on the BiznessLegion Website, should such interest exist, the parent or guardian of the child must [Contact Us](#) prior to disclosing any personal information of the child.

20. Miscellaneous

Headings are for reference purposes only. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable materials. Specifically, you agree to comply with all applicable laws regarding the transmission of technical or other data exported from the United States or the country in which you reside. These Terms of Use, and any web pages or other documents incorporated by reference, set forth the entire understanding and agreement between us with respect to the subject matter hereof.

BY USING THE BIZNESSLEGION WEBSITE AND/OR ACKNOWLEDGING ACCEPTANCE OF THESE TERMS OF USE AT VARIOUS TIMES ON THE BIZNESSLEGION WEBSITE, YOU ACCEPT AND AGREE TO THESE TERMS OF USE.

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