

CEPHR Website Terms of Use

These Website Terms of Use (collectively, the "Agreement") are a legal agreement between the internet user and CEPHR, LLC (hereinafter referred to as "CEPHR"), the owner and developer of the CEPHR Website (the "Website" or "Site"). By registering for, purchasing, or requesting information regarding the services provided on this Site, the internet user becomes a client ("Client") and expressly agrees to be bound by all of the terms (the "Terms") set forth in this Agreement for all claims, conduct, and actions arising between Client and CEPHR. Further, by visiting, viewing, and accessing information on the Website, all internet users agree to be bound by the full contents, total provisions, and complete Terms of this Agreement.

- 1. Limitations of Liability and Indemnification.** By using any services provided by CEPHR, Client agrees that in no event will CEPHR, nor its officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of Client's accessing the website and using any of the services available. Client's sole remedy for any breach or default of this Agreement by CEPHR shall be a return of any fees paid to CEPHR for any services provided under this Agreement. Client indemnifies and agrees to defend and hold harmless CEPHR, its officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of Client's use of CEPHR, including any breach by Client of the Terms contained in this Agreement.
- 2. Privacy.** Client's visit to the Site is also governed by CEPHR's Privacy Policy. Please review CEPHR's Privacy Policy at <https://www.cephrconsulting.com/website-privacy-policy>, which is expressly incorporated herein by reference and made a part of this Agreement.
- 3. Ownership, Copyrights, Trademarks, Licenses.** CEPHR owns and retains all proprietary rights to the CEPHR service, its trademarks and copyrights. Additionally, the visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, templates, and all other elements of services provided by CEPHR are protected by intellectual property and other laws.

Except for any information that is in the public domain, Client is not authorized to reproduce, transmit or distribute the proprietary information of CEPHR. Under no circumstances will Client acquire any ownership rights or other interest in any content by or through his or her use of this Site.

By communicating information to CEPHR in connection with its offered services, or in publishing or providing information to CEPHR and other website users in the context of a user-created profile or published comments, Client represents that he or she has the right to share such communications with all parties to the disclosure, and further grants CEPHR permission to internally distribute this information to parties disclosed in the Privacy Policy.

- 4. No Warranties.** CEPHR provides Website services on an "as is" basis and does not make any warranty, express, implied, limited or other with respect to the services provided. Specifically, CEPHR does not warrant that the Website services will always be available, be uninterrupted, be error free, meet Client's requirements, or that any defects in the services will be corrected.
- 5. Jurisdiction.** This Agreement or any dispute arising from this Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. Any lawsuit arising from or related to this Agreement shall be brought exclusively within the state or federal courts located in Allegheny County, Pennsylvania, and Client hereby consents to the jurisdiction of any such court.

6. **Severability.** If any provision of this Agreement is found to be invalid, the remaining provisions will remain in full force and effect.
7. **Certification.** Client certifies that he or she is at least 18 years of age and that all answers to the registration, purchasing, and consulting fields on the Website will be truthful.
8. **Entire Agreement.** This Agreement constitutes Client's entire Agreement with CEPHR with respect to any and all services provided.
9. **Waiver.** The failure of CEPHR to exercise or enforce any Term, right, or provision of this Agreement shall not operate as a waiver of such Term, right, or provision. Any waiver of this Agreement by CEPHR must be in writing and signed by an authorized representative of CEPHR.
10. **Client Misconduct.** Client expressly agrees not to display, send, or otherwise transmit obscene or offensive material to CEPHR consultants throughout the course of engaging with CEPHR services.

Client further expressly agrees not to publish, post, or otherwise make obscene or offensive content viewable on Client's CEPHR profile page or in any website links included therein, or to similarly display obscene or offensive material as a comment to a CEPHR blog post or reply to other user-submitted comments to such. CEPHR reserves the right to modify, delete, or remove, in whole or in part, any user profile or published content at CEPHR's sole discretion without the prior provision of notice. User-created profile content and published comments convey the sole beliefs and opinions of CEPHR users, and in no way represent the positions or values of CEPHR as an organization.

Client further expressly agrees not to threaten, harass, stalk, defame, or defraud CEPHR or any of its employees, agents, affiliates, or other website users, and to abide by all civil and criminal laws while engaging with CEPHR services.

11. **Pricing.** In the event that services require Client to pay a fee, Client will have an opportunity to review and accept the fees that will be charged. All fees will be in U.S. Dollars and are non-refundable. Fees vary based on the scope of the work and project. Accordingly, pricing may vary with each individual or entity.

CEPHR reserves the right to independently determine pricing for its services. By contracting to purchase CEPHR services, Client authorizes CEPHR to charge all payments due for services purchased, as described in these Terms or published by CEPHR, to the payment method specified in Client's account.

CEPHR may suspend or terminate access to services for any account bearing an overdue or outstanding, unpaid balance. Additionally, CEPHR may charge back to Client any fees associated with Client account going into delinquency status, or for any fees or charges that are incidental to any charge-back or collection of unpaid balances, including collections fees.

12. **Relationship of the Parties.** Nothing contained in this Agreement, Client's use of the Site, or Client's participation in CEPHR consultation services shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain separate contracting entities, independently responsible for their own actions.
13. **Spam Policy.** Client is strictly prohibited from using the Website or any of CEPHR's services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails. Client is further strictly prohibited from using profile page contents or published comments as a means of advertising, soliciting, or marketing for the purchase or consumption of any good or service.

- 14. Third-Party Links and Content.** CEPHR may occasionally post links to third-party websites, including CEPHR-created profiles on such third-party websites, or other services. Client agrees that CEPHR is not responsible or liable for any loss or damages caused as a result of Client's use of any third-party media or services linked to from the CEPHR Website.
- 15. Force Majeure.** CEPHR is not liable for any failure to perform its consulting, advisory, or other services due to causes beyond its reasonable control including, but not limited to, acts of God; acts of civil authorities; acts of military authorities; embargoes; pandemics, epidemics, and other health emergencies, whether on a widespread or individual basis; acts of nature and natural disasters, and other acts due to unforeseen circumstances.
- 16. Changes and Updates to this Agreement.** CEPHR reserves the right to change these Terms from time to time at its sole discretion. It is Client's sole responsibility to consistently monitor the CEPHR Website for alterations to this Agreement. If Client violates these Terms, Client's access to the Site may be terminated immediately and without notice.
These Terms are effective as of September 1, 2020 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on the Website. Client's continued use of the Site after modifications to this Agreement are posted will constitute Client's acknowledgment and consent to all updated and changed Terms. Client may contact CEPHR with any questions about these Terms or provisions by e-mailing either privacy@cephrconsulting.com or info@cephrconsulting.com.
- 17. Termination.** CEPHR may terminate, update, or change this Agreement, in whole or in part, at any time, with or without notice, for any reason. It is the sole responsibility of Client to continually monitor this publicly posted Agreement for any alterations.