



Accord GROUP

TERMS OF USE

Acceptance of Terms

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By accessing or using the Site in any way, including, without limitation, use of any of the Services, downloading of any Materials, or merely browsing the Site, you agree to and are bound by these Terms of Use.

Accord Group reserves the right to change these Terms of Use and other guidelines or rules posted on the Site from time to time at its sole discretion, and will provide notice of material changes on the home page of the Site. Your continued use of the Site, or any Materials or Services accessible through it, after such notice has been posted constitutes your acceptance of the changes. If you do not comply with these Terms of Use, your authorization to use this Site will automatically end and any Materials that you may have downloaded or printed from it must be immediately destroyed.

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The Materials and Services on this Site, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Site may violate such laws and these Terms of Use. Except as expressly implied in these Terms of Use, Accord Group does not grant any express rights to use the Materials and/or Services. You agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site, its Materials, or its Services or their selection and arrangement, except as expressly authorized in these Terms of Use. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.

User Conduct

In using the Site, including all Services and Materials available through it, you agree:

- Not to disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Services, Materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site or any affiliated or linked websites;
- Not to upload, post or otherwise transmit through the Site any viruses or other harmful,

- disruptive or destructive files;
- Not to create a false identity;
- Not to use or attempt to use another's account, password, service, or system without express authorization from Accord Group;
- Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law.

Managing Content and Communications

Although it is not our intention to do so, Accord Group reserves the right, at its sole discretion, to delete or remove user content from the Site and to restrict, suspend, or terminate your access to all or parts of this Site, at any time (including, without limitation, our good faith belief that you have not complied with these Terms of Use) without prior notice or liability.

Accord Group may, but is not obligated to, monitor or review (i) any areas of the Site where users transmit or post user content, including but not limited to areas where Services are available, and (ii) the substance of any user content.

To the maximum extent permitted by law, Accord Group will have no liability relating to user content arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

User Registration

Where use of the Site or certain Services of the Site require user registration, you will be required to provide certain registration information (the 'Registration Data').

In registering to use the Site, including all Services and Materials available through it, you agree to:

- Provide accurate, complete and up to date information about yourself as required by the Sites registration form.
- Maintain and update your Registration Data to keep it accurate, complete and up to date.

You are responsible for maintaining the confidentiality of your account and for all activities carried out using your account information. You agree to notify Accord Group immediately of any unauthorized activity using your account information or if you suspect that the confidentiality of your account information has been compromised.

Accord Group reserves the right, at its sole discretion, to terminate or suspend your use of the Site, terminate or suspend your account and refuse any current or future use of the Services if it believes in good faith that you have knowingly failed to comply with the above user registration terms of use.

Accord Group's Privacy Policy

Your Registration Data and certain other information that you provide to us are subject to our Privacy Policy. For further information, please see our full privacy policy.

Disclaimer of Warranties

In using this Site and its Services, you expressly understand and agree that:

- The Site and the Services contained on it are provided on an 'as is' and 'as available' basis and that use of the Site and Services is at your own risk.

- Accord Group disclaims all warranties of any kind, whether by express or implied, including, but not limited to the implied warranties or merchantability, fitness for a particular purpose and non- infringement.
- Accord Group makes no warranties regarding the accuracy, reliability, quality or availability of service of any products, materials or services made available on the Site.
- Any damage to your computer or loss of data that results from the use of the Site or Services, or from the download of any material will be your sole responsibility and is done at your own discretion.
- No advice or information obtained from the Site or its Services, whether written or oral, shall create any warranty not expressly stated.

Further, Accord Group makes no warranty or condition that:

- The Services will meet your requirements.
- The Services will be uninterrupted, timely, secure or error-free.
- The results that may be obtained from the use of the Services will be accurate or reliable.
- The quality of any products, Services, information, or other material purchased or obtained by you through the Services will meet your expectations.
- Any errors in the software will be corrected.

Limitation of Liability

To the extent not prohibited by applicable law, Accord Group is not liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to, damages for loss of profits, revenue, goodwill, use, data, electronically transmitted orders or other economic advantage (even if Accord Group has been advised of the possibility of such damages), however caused and regardless of the theory of liability, whether in contract (including fundamental breach), tort (including negligence) or otherwise, arising out of, or related to:

- The use or inability to use the Services;
- The cost of procurement of substitute goods and Services purchased or obtained or messages received or transactions entered into through or from the Services;
- Unauthorized access to or alteration of your transmissions or data;
- Statements or conduct of any third party on the Services or Site;
- Any other matter relating to the Services, including content you may download, use, modify or distribute from the Site.

You have the sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Site and will not make a claim against Accord Group for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of content.

You agree to hold Accord Group harmless from, and you covenant not to take any legal action against Accord Group for any claims based on using the Site, whether in contract (including fundamental breach), tort (including negligence) or otherwise except where Accord Group is prevented by law from making such exclusions or limitations.

Links

The Services on this Site may provide links to other World Wide Web sites or resources. Because Accord Group has no control over such sites and resources, you acknowledge and agree that Accord Group is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Accord Group shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.