

SLP Toolkit, LLC

Terms of Use

Revision Date: **March 9, 2021**

These terms of use are entered into by and between You and SLP Toolkit, LLC, an Arizona limited liability company ("Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use" or "Agreement"), govern your access to and use of our website, www.slptoolkit.com, including any content, functionality, services, and related mobile applications that we offer on or through www.slptoolkit.com (the "Site").

Please read the Terms of Use carefully before you use the Site. By (i) accessing, browsing, subscribing to, and using the Site; and (ii) by using our software as a service platform, associated content, and any customizations made to the services provided or offered via the Site or through our mobile applications (collectively, the "Services"), you acknowledge that you have read and understood and that you accept and agree to be bound by this Agreement, to abide by these Terms of Use, and to comply with all applicable laws and regulations. If you do not agree to these terms, you must not access or use the Site or any of the Services.

The material provided through our Site and Services is protected by law, including, but not limited to, United States copyright law and international treaties. We make no representation that materials on the Site and in the Services are appropriate or available for use in locations outside of the United States, and access to them from territories where their contents are illegal is prohibited. If you access the Site and Services from locations outside the United States you do so on your own initiative and are responsible for compliance with local laws.

Note: This Terms of Use is incorporated into and subject to any terms, if applicable, contained in your Purchase Order with us.

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Accessing the Site, Registration, Accounts, and Passwords

We may withdraw or amend the Site and Services at any time and in our sole discretion without notice to you. We will not be liable if for any reason all or any part of the Site and/or Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Site and/or Services and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

In order to use the Site and our Services, you must be of sufficient age to enter into this Agreement based on the laws of your jurisdiction, complete the registration process, if applicable, and provide true, complete, and up to date contact information. We may terminate your access to our Site and to the Services if we learn that you have provided us with false or misleading registration data or if we believe you have violated any provision of these Terms of Use. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Policy, located at <https://www.slptoolkit.com/privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Your account and the data associated with it is accessible through your login credentials. It is your responsibility to ensure the confidentiality and security of your account. You agree to choose a password of sufficient complexity so it is not easily guessed, to not disclose your user name or password to any other person or entity, and to not provide any other person with access to this Site or portions of it using your user name, password, or other security information. We will not be liable for any loss or damage arising from your failure to comply with the terms of this Agreement. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you log out from your account at the end of each session if you are using a public or shared computer.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

Payment

To the extent the Services or any portion thereof is made available for any fee or through a subscription, your access will be granted following payment of the applicable fees to Company. Your account and access to the Services may be suspended in the event of non-payment of applicable fees.

Charges for monthly and yearly plans are posted on the Site and may be changed from time to time. Monthly subscriptions automatically renew on the same or closest date to the day the first monthly payment is made. Yearly subscriptions automatically renew on the one-year anniversary of the initial subscription date, and a reminder email is sent prior to renewal. Renewals are paid with the credit card used to initially subscribe.

If your account requires a credit card to use the Site and our Services, you represent and warrant to Company that the credit card payment information is true and that you are authorized to use it. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

Fees for our Services are paid in advance on a monthly or yearly basis and are non-refundable. The Company will not be required to issue refunds or credits for partial months of service, upgrade/downgrade, or for months unused. The Company may, however, choose to issue refunds at its sole discretion.

Use Restrictions and Intellectual Property

The Site and its entire contents, features, and functionality including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof (“Company Content”) is owned by the Company, its

licensors, or other providers of such material (collectively, and individually, “Company Content Providers”) and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You agree not to modify, copy, distribute, transmit, share, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any Company Content obtained from or through Company.

The Site and Services contain proprietary and copyright-protected information. Any unauthorized use of any Company Content contained on the Site or the Services may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content in whole or in part.

You will not upload, post, or otherwise make available on the Site or via the Services, any material protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right. You will indemnify Company and its officers, directors, employees, and agents for any claims by third parties of infringement of copyrights, trademarks, proprietary rights, or any other harm resulting from such a submission of material by you.

The Company Content and Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company without express written consent. You must not modify copies of any materials from this site or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You may not use any meta tags or any other “hidden text” utilizing Company’s name or trademarks without the express written consent of Company. You may not misuse the Site. You may use the Site only as permitted by law. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials. You may store files that are automatically cached

by your Web browser for display enhancement purposes. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

The Company name, the terms “Be Your Best”, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

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Disclaimer of warranties

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INFORMATION, OR OTHER SERVICES PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SITE, RELATED SERVICES, OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. COMPANY IS NOT RESPONSIBLE FOR ANY INFORMATION NOT PROVIDED ON THE SITE. COMPANY DOES NOT GUARANTEE, IMPLICITLY OR EXPLICITLY, ANY RESULTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE AND USE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICE PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES. YOU ALSO AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INTERRUPTION OF BUSINESS, ACCESS DELAYS, OR ACCESS INTERRUPTIONS TO THE SITE OR SERVICES, DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, AND EVENTS BEYOND COMPANY'S REASONABLE CONTROL.

IN NO EVENT SHALL COMPANY BE FINANCIALLY LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Transmissions

All data provided to Company will be handled in accordance with Company's Privacy Policy <https://www.slptoolkit.com/privacy>. You are prohibited from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

You understand that you are responsible for saving all data you generate while using our Site and Services ("Student Data"). Because we do not retain Student Data it is your responsibility to find an alternative method for recording and saving this information.

The content we offer on our Site and through our Services is designed to provide a general overview of our products and is presented for informational purposes. The Site and Services may contain general information relating to various methodologies and best practices. Such information is provided for informational purposes and is not meant to substitute for advice provided by qualified professionals. YOU SHOULD ALWAYS CONSULT A QUALIFIED PROFESSIONAL REGARDING YOUR SPECIFIC CONDITIONS. The Site and Services are not intended to provide health advice. THE STATEMENTS MADE ON THE SITE HAVE NOT BEEN EVALUATED BY THE FDA AND ARE NOT INTENDED TO DIAGNOSE, TREAT, OR CURE ANY HEALTH ISSUE.

Prohibited Uses

You may use the Site and Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

User Communications

You agree that Company may contact you by email at any of the email addresses provided by you or on your behalf in connection with a Company account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods, or services. You may opt out of receiving promotional messages from Company at any time, by following the opt-out instructions provided in the email.

Termination

In its sole and absolute discretion, with or without notice to you, Company may suspend or terminate your use of and access to the Services, terminate your account and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Services without prior notice and for any reason, including, but not limited to: (i) any unauthorized access or use of the Services, (ii) any violation of this Agreement, or (iii) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Services. You may terminate your account for any reason by logging into your account and accessing your account profile. Click on the “cancel account” button and follow the prompts to confirm the cancellation of your subscription’s auto-renewal. The account will close on your next scheduled auto-renewal date. If you need assistance or would like your account closed before your next scheduled auto-renewal date, email billing@slptoolkit.com for support. The Company will not be required to issue refunds or credits for partial months of service,

upgrade/downgrade, or for months unused. The Company may, however, choose to issue refunds at its sole discretion. Company shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Site. Termination, suspension, or cancellation of the Services or your access rights to the Site shall not affect any right or relief to which Company may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Company.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

Governing Law and Dispute Resolution

This Agreement and performance hereunder shall be exclusively governed by, and construed in accordance with, the laws of the state of Arizona (without giving effect to its conflict of laws principles). The parties agree to submit any claim, dispute, or disagreement to mediation before a mutually-agreeable mediator prior any other form of dispute resolution. All mediation or any other form of dispute resolution shall exclusively take place in Phoenix, Arizona and the parties irrevocably waive any objection to such venue.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Notification of Changes

Due to the rapidly evolving nature of the Internet, we may need to update this Agreement from time to time. Any updates to this Agreement will be posted on the Site and/or sent to you through email notifications. We encourage you to review this Agreement regularly for any changes. Your continued use of the Site and/or Services after we have posted such changes will constitute your acceptance to all changes and you will be subject to the terms of the then-current Agreement.

If you would like to receive emails concerning all changes to this Agreement, our privacy policies and security procedures, you can opt into the email list found [here](#). Note that it is necessary to double opt-in to this list to ensure that only valid email addresses are added to the list.

Notices

Except as explicitly stated otherwise, any notices shall be given by postal mail to SLP Toolkit, LLC Attn: Lisa Kathman, 136 West Main Street #101 Mesa, AZ 85201 (in the case of the Company) or to the email address you provide to the Company during the registration process (in your case). Notice shall be deemed given 24 hours after email is

sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to the Company during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.