

WSD DIGITAL

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE OR ANY OF WSD DIGITAL’S SERVICES.

By using this site or any of the Services, you signify your assent to these Terms of Use. WSD Digital may revise and update these Terms of Use at any time. Your continued usage of the Services will mean you accept those changes.

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Definitions

“WSD Digital,” “Company,” “we,” “us,” or “our” means WSD Digital, LLC.

“Services” means the WSD Digital website, portal, software, and related tools and services provided by WSD Digital.

“Partners” means affiliates, partners, consultants, officers, directors, employees, contractors, advisors, and agents.

“Self-Reported Data” means any data you provide about yourself through surveys, forms, features or applications of the Services.

“Personal Data” means data that personally identifies you, or data that is combined with data that personally identifies you, including Registration Data (as defined in the Privacy Policy [[link to Policy](#)]) and Self-Reported Data. Personal Data also includes identifying data that you authorize us to receive from third parties, such as health care providers.

Introduction

Please read this Terms of Use and our Privacy Policy carefully before using the Services. By accessing, using, or signing up for the Services, you accept the terms of these agreements.¹ These Terms of Use and our Privacy Policy [[link to Policy](#)] apply to all Services provided by WSD Digital, independent of format or method of acquisition.

Prerequisites of Use of the Services

Before using any of the Services you must meet the following prerequisites:

1. You may only use the Services and accept the Terms of Use or Privacy Policy if (1) you are of sufficient legal age to form a binding contract with WSD Digital, and (2) you are not a person barred from receiving the Services under the laws of the jurisdiction in which you are resident or from which you use the Services.
2. In addition to the conditions above, if you create a WSD Digital account you must be eighteen (18) years of age or older to agree to these Terms of Use and Privacy Policy on behalf of yourself or those for whom you have legal authority to agree.
3. You agree to, and acknowledge the following:

¹ NTD: Consider affirmative acceptance by the user (i.e. clicking an “Accept” box at the end of each policy).

- a. You acknowledge that we accept no responsibility for any consequences resulting from your sharing your Self-Reported Data.
- b. You understand that all your Personal Data will be stored in WSD Digital databases and will be processed in accordance with the WSD Digital Privacy Policy. [[Link to Privacy Policy here](#)]
- c. You understand that by providing Self-Reported Data, you acquire no rights in any materials and data that may be developed by WSD Digital or its Partners. You specifically understand that you will not receive compensation for providing your Self-Reported Data or your use of the Services.

Our Right to Terminate these Terms of Use

You agree that if you breach any term of these Terms of Use, including the foregoing representations, WSD Digital has the right at any time to suspend or terminate your account and refuse to provide you access or use of the Services (or any portion thereof).

Indemnification

You agree to indemnify, defend and hold harmless WSD Digital and its Partners from and against all claims, losses, liability, expenses, damages, judgments, awards and costs (including reasonable attorney's fees), related to or arising from (i) any breach of these Terms of Use or (ii) your access to, use or misuse of the Services or any material or data posted, provided, transmitted, or otherwise made available by you, a third party or WSD Digital or its Partners on or through the Services.

WSD Digital reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting WSD Digital's defense of such matter.

Geographic Restrictions

The owner of the Services is based in the State of Connecticut in the United States. We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

USE OF THE WEBSITE AND THE SERVICES IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY FOR ALL RISKS ASSOCIATED THEREWITH. ALL DATA, CONTENT, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR CONDITIONS. THE COMPANY AND ITS PARTNERS RESERVE THE RIGHT, IN THEIR SOLE

DISCRETION AND WITHOUT ANY OBLIGATION, TO CORRECT ANY ERROR OR OMISSIONS IN ANY PORTION OF OUR WEBSITE, WITH OR WITHOUT NOTICE TO YOU.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW WSD DIGITAL AND ITS PARTNERS HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THESE INCLUDE, BUT ARE NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THAT THE WSD DIGITAL WEBSITE OR THE SERVICES WILL BE FREE FROM VIRUSES, MALWARE OR OTHER DESTRUCTIVE CODE. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ON ANY WEBSITE LINKED TO IT.

WITHOUT LIMITING THE FOREGOING, WSD DIGITAL AND ITS PARTNERS MAKE NO WARRANTY AS TO THE SECURITY, RELIABILITY, AVAILABILITY, ACCURACY, QUALITY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE SERVICES AND DATA RETRIEVED FROM THEM. WSD DIGITAL AND ITS PARTNERS ASSUME NO RESPONSIBILITY FOR COMPLETENESS, ERRORS OR OMISSIONS IN THE DATA, SERVICES OR DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

IN NO EVENT SHALL WSD DIGITAL OR ITS PARTNERS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, LOSS OF GOODWILL, LOSS OF USE, EMOTIONAL DISTRESS, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, RELIANCE ON, OR THE INABILITY TO USE, THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE CONTENT OR ANY OTHER DATA CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR DATA STREAM FROM

WHATEVER CAUSE. YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

TO THE EXTENT ANY OF THE ABOVE LIMITATIONS OF LIABILITY ARE RESTRICTED BY APPLICABLE FEDERAL, STATE OR LOCAL LAW, SUCH LIMITATIONS SHALL NOT APPLY TO THE EXTENT OF SUCH RESTRICTIONS.

Trademarks and Copyrights and Intellectual Property

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of WSD Digital. You must not use such marks without the prior written permission of WSD Digital.

The Services and its entire contents, features and functionality (including but not limited to all data, software, code, HTML, text, displays, images, graphics, artwork, photographs, video and audio, and the design, selection and arrangement thereof), are owned by WSD Digital and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Any reproduction, copying or redistribution of any WSD Digital names, marks, logos or owned material is prohibited without prior written permission and associated fees. No right, title, or interest in or to the Services or any content connected with the Services is transferred to you, and all rights not expressly granted are reserved by the Company.

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You agree to grant us a revocable, perpetual, world-wide, assignable, and transferable commercial license to use your Data to provide you with our Services and otherwise perform our obligations under this Terms of Use. If you wish to revoke this license, you must email us at info@wsddigital.com not less than ten (10) days before you intend to make the revocation effective.

Minors

Our website is not intended to be accessed by minors under the age of 13 years. If you are aware that a minor under age 13 has accessed our website, or provided any Personal Data, contact us immediately at info@wsddigital.com.

Third Party Sites

The Services may contain links to third party websites that are not under the control of WSD Digital or its Partners (the “Third Party Websites”). The Third Party Websites are provided solely as a convenience and do not imply an endorsement or recommendation by WSD Digital. Use of any Third Party Websites are governed by their own terms of use and privacy policies and WSD Digital is not responsible for and does not make any representations regarding the content or accuracy of materials on such Third Party Websites. Accordingly, WSD Digital is not responsible for the accuracy, copyright compliance, legality or legitimacy of material contained in Third Party Websites which may be accessible via a hyperlink to or from this web site or for the hyperlink itself. WSD Digital does not make any representations or warranties as to the security of any data you might be requested to give any Third Party Website, and you hereby irrevocably waive any claim against WSD Digital with respect to such Third Party Websites.

Modifications to these Terms of Use

We may, without advance notice, supplement or change these Terms of Use at any time. Any changes made to these Terms of Use will be effective as soon as they are posted on WSD Digital’s website. By accessing or using the Services, you agree to be bound by all the terms and conditions of these Terms of Use as posted on the WSD Digital’s website at the time of your access or use. It is your sole responsibility to review the Terms of Use regularly so that you are aware of any changes to the Terms of Use, ensuring all persons who access the Services through your internet connection are aware of the Terms of Use and comply with them, and ensuring we have an up-to-date active and deliverable email address for you. If any change to these Terms of Use is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the website.

Modifications to the Services

We may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any materials provided or published in connection with the Services may be out-of-date at any given time, and we are under no obligation to update such materials.

Accessing the Website and Account Security

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other data. It is a condition of your use of the Services that all the data you provide on the Services is correct, current and complete. You agree that all data you provide in connection with the Services or otherwise, including but not

limited to through the use of any interactive features of the Services, is governed by our Privacy Policy and you consent to all actions we take with respect to your data consistent with our Privacy Policy [[link here](#)].

If you choose, or are provided with, a user name, password or any other piece of data as part of our security procedures, you must treat such data as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and you agree not to provide any other person with access to your account or portions of it using your user name, password or other security data. 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. If you are a registered user, you agree to log out from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal data.

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.

Limitations on Your Use of the Website

You agree not to access or use the Services in an unlawful way, for any unlawful purpose or for any purposes other than its intended purposes. You agree not to: (a) post or transmit any data which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or attempts to impersonate the Company (b) take any action that imposes an unreasonable load on the Services' infrastructure or otherwise restricts or inhibits anyone's use or enjoyment of the Services, (c) use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted in connection with the Services, including any virus, worm, Trojan horse or other code which is contaminating or destructive to the files or programs of the Services, (d) attempt to decipher, decompile, disassemble, gain unauthorized access to, or reverse engineer any of the software comprising or making up the Services, (e) delete or alter any material posted on the website (f) use the Services 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 United States or other countries). WSD Digital reserves the right to delete any data provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, or obscene or in violation of a copyright, trademark or other intellectual property or ownership right of any other person.

Sharing Restrictions

Users may not access the accounts, Personal Data or Technical Data (as defined in the Privacy Policy [[link here](#)]) of any other user (with the exception of data in Blogs or Testimonials).

Any data you post to the website ("User Contribution") will be considered non-

confidential and non-proprietary. By providing any User Contribution on the Website, you grant us, our Partners, and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

Governing Law

These Terms of Use shall be governed by the laws of the State of Connecticut, without regard to its conflict of laws principles, and where applicable, the laws of the United States. You agree that New Haven County, Connecticut shall be the sole and exclusive venue for any legal action or proceeding between WSD Digital and you for any purpose concerning this Terms of Use or the website. You waive any jurisdictional, venue or inconvenient forum objections to such courts. Any cause of action or claim you may have with respect to the use of the WSD Digital website or these Terms of Use must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable.

Waiver of Jury Trial and Class Actions

BY ENTERING INTO THESE TERMS OF USE, YOU ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CONSOLIDATED, CLASS-WIDE OR REPRESENTATIVE BASIS AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED WITH ARBITRATION ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THESE TERMS OF USE IS DEEMED INAPPLICABLE OR INVALID, OR TO THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, YOU WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

Entire Agreement

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and WSD Digital with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

Severability

The provisions of these Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

Waiver

If WSD Digital does not exercise or enforce any particular right or provision in these Terms of Use, the Company does not waive that right or provision. Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of these Terms of Use, shall not be considered a waiver thereof, which can only be made by the Company in a signed writing. No single waiver shall be considered a continuing or permanent waiver.

Survival

The provisions of these Terms of Use entitled “Disclaimer of Warranties,” “Waiver of Jury Trial and Class Actions,” “Limitation on Liability,” “Indemnification,” “Trademarks and Copyrights and Intellectual Property,” and “Governing Law” shall survive the termination of these Terms of Use.

No Third Party Beneficiaries

These Terms of Use control the relationship between WSD Digital and you. They do not create any third party beneficiary rights.

Your Comments and Concerns

The Services are operated by WSD Digital. All feedback, comments, requests for technical support and other communications relating to the website should be directed to: info@wsddigital.com. Thank you for visiting the website.

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