

**McCarthyConsulting.net and AccessLeadershipLab.com Terms of Use**

**Last updated: August 7<sup>th</sup> 2015**

1. Agreement

Please review the following terms and conditions (the “**Terms**”) carefully before using McCarthyConsulting.net and AccessLeadershipLab.com, and before purchasing products or services or obtaining content from our website, as the Terms constitute a legally binding agreement by and between McCarthy Consulting Corporation (“**McCarthy Consulting Corporation**,” “**we**,” “**our**,” “**us**”) and you (“**you**” or “**your**”). McCarthyConsulting.net and AccessLeadershipLab.com are websites associated with McCarthy Consulting Corporation, a corporation existing under the laws of the State of Washington, U.S.A. When we use the word “website,” we are referring to our web pages that begin with McCarthyConsulting.net or AccessLeadershipLab.com.

Your use of our website, registration on our website, or your providing to us any content or personal information constitutes your agreement to these Terms, including but not limited to our Privacy Policy, which is incorporated herein by reference.

**If you do not understand these Terms or the Privacy Policy, do not agree to be bound by the Terms or the Privacy Policy, or if your jurisdiction will not honor them, you must immediately leave the website and refrain from using it.**

2. Privacy Policy

Our Privacy Policy, which is amended from time to time, is a part of these Terms. By using the website, you acknowledge that you have read, understood, and agreed to our Privacy Policy. To view our Privacy Policy, please click [here](#).

3. Changes to Terms and Privacy Policy

We reserve the right to change the Terms and Privacy Policy at any time upon notice to you, to be given by posting a new version on our website and/or by a change notice on the website. It is your responsibility to review the Terms and Privacy Policy periodically. If at any time you find either unacceptable, you must immediately leave the website and cease using it. You will be deemed to have agreed to any such change by your continued use of the website following the date of the change.

4. Users must be of Legal Age

Our website is a commercial website designed for persons who have reached the age of majority in the state, country, province, territory or country in which they reside. By using the website, you represent that you have reached the legal age of majority in the state, province, territory or country in which you reside. **McCarthy Consulting Corporation does not sell products or services for children under 18 years of age. Only adults who are at least 18 years of age and are otherwise legally qualified to enter into and form contracts are authorized to use and purchase products and services from the website.** We are not liable for any damages that may result from a user's misrepresentation of age.

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### 6. Risk Assumption

Use of this website is exclusively at the sole risk of you, the visitor. McCarthy Consulting Corporation is not responsible if the information on this website is inaccurate or incomplete. Any reliance upon the material of this website shall be at your own risk.

### 7. Intellectual Property Rights

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or sponsored by McCarthy Consulting Corporation.

DMCA Policy. The following is provided pursuant to the requirements of the Digital Millennium Copyright Act ("DMCA") designating the Company's agent for the notification of claims of infringement pursuant to Section 512(c) of the Copyright Act, 17 U.S.C. §§ 101 et seq.

If you believe that content available on or through the website infringes one or more of your copyrights, please immediately notify our Copyright Agent by mail at the respective addresses below, providing the information for a notification as described below. A copy of your notification will be sent to the person who posted or stored the material addressed in the notification. Please be advised that pursuant to federal law, you may be held liable for damages if you make material misrepresentations in a notification. Thus, if you are not sure that content infringes your copyright, you should consider first contacting an attorney.

All notifications should include the following:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that site.
- (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit McCarthy Consulting Corporation or other party identified in the notification as a "service provider," as such term is defined under the DMCA, to locate the infringing material.
- (d) information reasonably sufficient to permit McCarthy Consulting Corporation to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (e) a statement that the complaining party has a good faith belief that use of the infringing material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For this notification to be effective, you must provide it to McCarthy Consulting Corporation's designated agent at:

By mail:

McCarthy Consulting Corporation Copyright Agent  
c/o McCarthy Consulting Corporation

## MCCARTHY CONSULTING CORPORATION

P.O. Box 51252  
Seattle, WA 98115

By phone: 206-818-7541

By email: [neil@mccarthyconsulting.net](mailto:neil@mccarthyconsulting.net)

We may terminate access, usage or subscription to the website, as the case may be, for repeat infringers in appropriate circumstances.

### 8. Reviews, Comments, Communications, and Other Content

Visitors may post reviews, comments, photos, and other content, and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. You understand that if you include your email address in any public posting to the website, that you may receive unsolicited emails for which we bear no responsibility. McCarthy Consulting Corporation reserves the right (but does not assume any obligation) to remove or edit such content for any reason, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant McCarthy Consulting Corporation a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant McCarthy Consulting Corporation the right to use the name that you submit in connection with such content. **You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify McCarthy Consulting Corporation for all claims resulting from content you supply.** McCarthy Consulting Corporation has the right but not the obligation to monitor and edit or remove any activity or content. McCarthy Consulting Corporation takes no responsibility and assumes no liability for any content posted by you or any third party.

### 9. Suspension/Discontinuation of Services; Violation of Terms

We hope not to, but we may change, suspend, or discontinue - temporarily or permanently - some or all of McCarthy Consulting Group's services, with respect to any or all users, at any time without notice. You acknowledge that we may do so in our sole discretion. You also agree that McCarthy Consulting Group will not be liable to you for any modification, suspension, or discontinuance of its services, although if you are a McCarthy Consulting Group/ Access Leadership Lab subscriber and McCarthy Consulting Group suspends or discontinues your subscription, McCarthy Consulting Group may, in its sole discretion, provide you with a credit, refund, discount or other form of consideration. However, if McCarthy Consulting Group terminates your account or suspends or discontinues your access to Services due to your violation of these Terms, then you will not be eligible for any such credit, refund, discount or

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other consideration.

We reserve the right to immediately terminate or restrict your account or your use of the website or services at any time, without notice or liability, if McCarthy Consulting Group determines in its sole discretion that you have breached these Terms, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason.

### 10. Subscriptions and Billing

While we may offer certain content or services from time to time for free, we charge a fee to access our services that require a subscription. You agree that your subscription is for individual, non-commercial use only.

By providing a credit card or other payment method accepted by McCarthy Consulting Corporation ("Payment Method") for your subscription, you are expressly agreeing that we are authorized to charge you a monthly subscription fee, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of your subscription to the Payment Method. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

As used in these Terms, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The subscription fee will be billed at the beginning of your subscription or expiration of your free trial period, if any, whichever is earlier, and on each monthly renewal date thereafter unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms.

Your subscription will continue in effect on a month-to-month basis unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms. You must cancel your subscription before your monthly renewal date in order to avoid the next billing (each Monthly Period). We will bill the monthly subscription fee plus any applicable taxes to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). If you cancel your subscription, cancellation will be effective at the end of the current Monthly Period -this means that you will have continued access to your subscription for the remainder of that period, but you will not receive a refund. You can cancel or modify your subscription by [contacting us](#).

It is important that each subscriber honor the payment obligations to which the subscriber agreed. Accordingly, we reserve the right to pursue any amounts you fail to pay in connection with your subscription. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

### 11. Accounts and Registration

You are responsible for all use of your account, including use of your account by other members of your household. By allowing others to access your account, you agree to be responsible for ensuring that they comply with these Terms and you agree to be responsible for their activity using our services.

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All registration information you submit must be accurate and updated. Please keep your password confidential. Because you are responsible for all use of your account, including unauthorized use by any third party, please be very careful to guard the security of your password.

### 12. Website Content and Descriptions

McCarthy Consulting Corporation attempts to be as accurate as possible. However, we do not warrant that the content of the website is accurate, complete, reliable, current, or error-free. If a service offered by McCarthy Consulting Corporation is not as described, your sole remedy is to request a refund.

### 13. Third Party Websites

Our website may provide links to or advertisements from other websites that are operated by third parties. We provide these links for your convenience, and we do not endorse such websites or their contents. We have no control over, and do not review, these websites or their content. Under no circumstances will McCarthy Consulting Corporation be responsible or liable, whether directly or indirectly, for any loss caused or allegedly caused by these other websites, including, without limitation, their content, the goods and services offered by them, or your reliance on them. We have not investigated, monitored or checked these other websites for accuracy, completeness, or conformance with applicable laws and regulations. If you leave this website and access these other websites, you do so at your own risk, and the rules and policies of the other websites will apply to you while you are on their websites.

### 14. Disclaimer of Warranties and Limitation of Liability

OUR WEBSITE AND ARE SERVICES ARE OFFERED ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE OPERATION OF OUR WEBSITE AND THE INFORMATION, CONTENT, MATERIALS AND PRODUCTS INCLUDED ON OUR WEBSITE. WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY, COMPLETENESS OR NON-INFRINGEMENT.

WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, CLAIM OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, THE PROVISION OF SERVICES AND SUPPORT, LOSS OF, OR DAMAGE TO, PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR NATURE, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE THAT: (1) RESULTS FROM PRODUCT NOT BEING AVAILABLE FOR USE, (2) RESULTS FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE OR ANY WEBSITE WITH WHICH IT IS LINKED, OR (3) IS CAUSED BY VIRUSES THAT INFECT YOUR COMPUTER OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN

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YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF A PRODUCT OR SERVICE, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE PURCHASE PRICE (PLUS SHIPPING, IF APPLICABLE) INVOICED FOR THE PRODUCT OR SERVICE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, SO THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY AND SERVICE PROVIDERS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED, WILL NOT EXCEED U.S. \$100. WE DO NOT SEEK TO EXCLUDE OR LIMIT LIABILITY FOR FRAUDULENT MISREPRESENTATION. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, THE REMEDIES SET FORTH IN THESE TERMS APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

NOTE: THE ABOVE DISCLAIMERS DO NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE PRODUCT MANUFACTURER, IF APPLICABLE.

YOU ACKNOWLEDGE THAT OUR WEBSITE AND THE INFORMATION PROVIDED AT THIS WEBSITE WOULD NOT BE PROVIDED BY MCCARTHY CONSULTING CORPORATION WITHOUT THE FOREGOING DISCLAIMERS AND LIMITATIONS.

### 15. Indemnification

You agree to indemnify, defend, release, and hold harmless McCarthy Consulting Corporation, our affiliates, and our respective directors, officers, employees, and agents from any liability, loss, claim, fine, penalty, and expense, including without limitation, reasonable attorney's fees and costs related to (i) your breach of these Terms, including without limitation any representation or warranty contained in this Agreement; (ii) your access to or use of the website; (iii) your provision to McCarthy Consulting Corporation of information or other data; (iv) your violation or alleged violation of any foreign or domestic, federal, state or local law or regulation; or (v) your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

### 16. Disputes; Governing Law and Venue

This Agreement, the entire relationship between you and McCarthy Consulting Corporation, and any litigation or other legal proceeding between you and McCarthy Consulting Corporation (whether grounded in tort, contract, statute, law, or equity) shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its choice of law rules.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Seattle,

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Washington before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

### 17. Term; Termination

This Agreement will remain in full force and effect while you use the website.

McCarthy Consulting Corporation may terminate your right to use this website, with or without cause at any time in its sole discretion, including, without limitation, your violation of this Agreement, failure to provide accurate registration data, and lack of use. In the event of termination, all representations, warranties, indemnifications, and promises made by you shall survive.

### 18. Waiver

The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions.

### 19. Severability

If any section of these Terms is deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.