# Leading In Context ("LIC")

## Welcome to leadingincontext.com.

### **Terms of Service**

#### General

By using our Site, you agree to abide by these Terms of Service and to use the Site in accordance with these Terms of Service, our Privacy Policy and any additional terms and conditions that may apply to specific sections of the Site. Accessing the Site constitutes your agreement to be bound by these Terms of Service.

We reserve the right to change these Terms of Service, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

## **Intellectual Property Rights**

Our Limited License to You. This Site and all the materials available on the Site are the property of us and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

Your License to Us. By posting or submitting any material (including, without limitation, comments, blog entries, Facebook postings, photos and videos) to us via the Site, internet groups, social media venues, or to any of our staff via email, text or otherwise, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are thirteen years of age or older. In addition, when you submit, email, text or deliver or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to use any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate.

You acknowledge and agree that any contributions originally created by you for us shall be deemed a "work made for hire" when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to LIC from their creation. Thus, LIC shall be deemed the author and exclusive owner thereof and shall have the right to use any or all of the results and proceeds in any and all media, now known or hereafter devised, worldwide, in perpetuity, in all languages, as LIC determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a "work made for hire" under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to LIC all proprietary rights, including without limitation, all copyrights and trademarks throughout the WORLD, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, worldwide, in perpetuity.

You acknowledge that LIC has the right but not the obligation to use and display any postings or contributions of any kind and that LIC may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason.

**Limitations on Linking and Framing.** You may establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site by us or by the Site. However, you may not, without our prior written permission, frame or inline link any of the content of the Site, or incorporate into another website or other service any of our material, content or intellectual property.

#### **Disclaimers**

Throughout the Site, we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites.

If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not LIC. Neither LIC nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. LIC neither endorses nor is responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the Sites by anyone other than an authorized LIC representative while acting in his/her official capacity.

The information, products and services offered on or through the site and by LIC and any third-party sites are provided "as is" and without warranties of any kind either express or implied, to the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the site or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of this site, including bulletin boards, or the servers that make it available, are free of viruses or other harmful components.

We do not warrant or make any representations regarding the use or the results of the use of the site or materials on this site or on third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

You agree at all times to defend, indemnify and hold harmless LIC its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

#### Interactive Features

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user - you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.

- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes
  upon the rights of others, including material that is an invasion of privacy or publicity rights or that is
  protected by copyright, trademark or other proprietary right, or derivative works with respect
  thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

LIC may host message boards, chats and other public forums on its Sites. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. LIC or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by LIC staff, LIC's outside contributors, or by users not connected with LIC, some of whom may employ anonymous user names. LIC expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of LIC or any of its subsidiaries or affiliates.

LIC has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

### **Limitation of Liability**

Under no circumstances, including, but not limited to, negligence, shall we, our subsidiary and parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the site, including iour messaging, blogs, comments of others, books, emails, products, or services, or third-party materials, products, or services made available through the site or by us in any way, even if we are advised beforehand of the possibility of such damages. (Because some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. in such states, our liability and the liability of our subsidiary and parent companies or affiliates is limited to the fullest extent permitted by such state law.) You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any user. if you are dissatisfied with the site, any materials, products, or services on the site, or with any of the site's terms and conditions, your sole and exclusive remedy is to discontinue using the site and the products, services and/or materials

This site is continually under development and LIC makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose.

### Other

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by LIC infringe your copyright, you, or your agent may send to LIC a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon LIC actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to LIC a counternotice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright for details. LIC's Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows: Info@leadingincontext.com

This Agreement shall be binding upon and inure to the benefit of LIC and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of LIC. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by LIC to any affiliated entity or any of its wholly owned subsidiaries

These Terms of Use shall be governed by and construed in accordance with the laws of the Virginia and any dispute shall be subject to binding arbitration in Richmond, Virginia. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.