Terms & Conditions for using this Website

The use of this website (the "Website") is subject to the terms and conditions stated herein. Use of the Website constitutes an agreement by you, the user, that your use is governed by these terms and conditions.

Ownership of Copyrights/Usage Restrictions

The works of authorship contained in this Website, including but not limited to all design, text and images, are owned, except as otherwise expressly stated, by the Self-Management Resource Center ("SMRC"). United States' and worldwide copyright laws and treaty provisions protect the entire contents of this Website. In accordance with these terms, except as stated above, you and other Website users may not: Copy, reproduce, modify, use, republish, upload, post, transmit or distribute in any way material from the Website unless indicated that is it allowed. Copy, modify or display SMRC's trademarks, names or logos appearing on this Website in any way without SMRC's express written consent. Redeliver any of the pages, text, images or other content of this Website using "framing" technology without SMRC's express written permission.

Software

If you download software from this Website, the software, including all files, images contained in or generated by the software, and accompanying data (together, the "Software") must be licensed to you by SMRC. Neither title nor intellectual property rights are transferred to you, but remain with SMRC, who owns full and complete title. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the Software to a human perceivable form.

Disclaimer; No Warranty

The factual information contained in this Website is obtained from sources believed to be reliable and accurate. SMRC makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and is not responsible for any errors or omissions therein, whether caused by the source of the information or SMRC. All factual and other information, including any opinions, accessible through the Website are provided on an "as is, as availably" basis without warranty of any kind and without limiting the generality of the foregoing, Any and all warranties of merchantability or fitness for a particular purpose are specifically disclaimed. SMRC is not responsible in any way for any loss that results from the use of the factual information, including but not limited to any lost profits or direct, indirect, special, consequential, compensatory or incidental damage. No advice or information, whether oral or written, obtained by you from SMRC or through or from this Website shall create any warranty.

Limitation of Liability

You expressly understand and agree that SMRC will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if SMRC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Website; (ii) unauthorized access to or alteration of your transmissions or data; or (iii) any other matter relating to the Website.

Linkage/Advertising

You may, through hypertext or other computer links, gain access to third parties sites on the World Wide Web, which are not related to or maintained by SMRC. Links to third party sites do not imply partnerships, relationships or affiliations with such third parties and SMRC takes no responsibility for the content therein, regardless of whether the link is provided by SMRC or a third party. No judgment or warranty is made with respect to the accuracy, timeliness, or suitability of the content of any website, to which the Website may link, including information on such other websites regarding SMRC. By providing access to other websites, SMRC is not endorsing the products and services provided by any website's sponsoring organization.

Other websites may include a link to this Website; provided such sites link to the home page (www.selfmanagementresource.com) only. Linking to other content within the Website is prohibited without SMRC's express written consent. Please e-mail requests for such consent to SMRC@selfmanagementresource.com. This limited license expressly prohibits the framing of SMRC's content in any way or any other activity that

may create a misimpression or confusion among users with respect to sponsorship or affiliation.

Your correspondence or business dealings with, or participation in promotions of, any advertisers found through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser.

Visitor Privacy

We recognize that you have an interest in how we collect, retain and use information about you. At www.selfmanagementresourse.com, we collect certain information about you through the use of "cookies", which are small pieces of information that are stored by your browser on your computer's hard drive. We collect, retain and use information about you solely for the purpose of better understanding our users and their use of the Website. We also collect information through the forms you complete when you elect to subscribe to e-mail newsletters. We consider your data to be private and confidential, and we hold ourselves to the highest standards of trust and fiduciary duty in their safekeeping and use. SMRC will not release information collected about you unless we receive your prior consent or we are required by law to release information to the recipient. With permission, we may use your name and organization description in designated areas of the Website and services as well as other marketing materials used to promote SMRC. For a detailed description of our privacy policy, visit our Privacy Policy link on the footer of the Website pages.

Submissions

While we value your feedback on our Website and services, we request that you be specific in your comments on those ideas, suggestions, materials, concepts or other information (collectively referred to herein as "Non-Solicited Information"). If you send us any such Non-Solicited Information, all such Non-Solicited Information shall be deemed, and shall remain, the property of SMRC, and none of the Non-Solicited Information to any obligation of confidence on our part and we shall not be liable for disclosure of any Information and shall have unrestricted use of such

Information for any purpose whatsoever, commercial or otherwise, without compensation or liability to you or other provider of the Non-Solicited Information.

Operation of the Website

SMRC will use reasonable commercial efforts to keep this Website available for access on a 24 hour a day, 7 day a week basis, subject to scheduled downtime for maintenance purposes, unscheduled maintenance and systems outages. There are no assurances, however, that access will be available at all times and uninterrupted. Further, SMRC does not warrant that the operation of this Website will be error-free, that defects will be corrected, or that this Website or the servers that make it available are free from viruses or other harmful components.

Website Security

You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for your viewing or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization or (c) attempting to interfere with service to any user, host or network. Violations of system or network security may result in civil or criminal liability. SMRC will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Enforcement of Terms and Conditions

SMRC makes no representation that content provided is applicable or appropriate for use in all locations. These terms and conditions are governed and interpreted pursuant to the laws of the State of California, United States of America, notwithstanding any principles of conflicts of law. If you take legal action relating to these terms, you agree to file such action only in the state and federal courts located in the State of California, County of Santa Clara. If any part of these terms and conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of remaining provisions.

Amendments and Modifications

SMRC reserves the right to amend the information, services, and/or content of this Website at any time without prior notice. The information and materials contained in this Website, and the terms and conditions of the access to and use of such information and materials, are subject to change without notice. We suggest that you check these terms periodically for changes. These terms can be accessed from the link at the bottom of our Website pages. If you use this Website after we post changes to the terms, you accept the changed terms. SMRC expressly reserves the right to monitor any and all use of this Website.

Trademarks

SMRC are trademarks or service marks of SMRC, and may not be copied, used or displayed without the prior written consent of SMRC.