

## **TERMS OF SERVICE**

### **Welcome to NEXUS Strategy and Growth Partners, LLC**

#### **Introduction**

Thank you for using the free tools we make available to you (collectively, the “Tools”, “Service”).

#### **Our Free Tools**

The Free Tools allow you to strengthen your organization on its pathway to achieve and augment your impact.

#### **Your Free Tool Provider**

The entity providing the Tools is NEXUS Strategy and Growth Partners LLC, a company operating under the laws of Arkansas (referred to as “NEXUS”, “we”, “us”, or “our”).

#### **Who may use the Service?**

Individual professionals and Businesses

If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

#### **Your Use of the Service**

The content on the Service includes Case Studies, White Papers, Presentations, Pictures, Audios, spreadsheets, videos, and other materials whether provided.

#### **Permissions and Restrictions**

You may access and use the Tools as made available to you, as long as you comply with this Agreement and applicable law. When using the tool, you must give credit to NEXUS as well as do not remove any logos or other identifying information. The following restrictions apply to your use of the Service.

#### **You are not allowed to:**

- Sell, make money, license, alter, modify or otherwise use any part of the Service except: (a) as expressly authorized by the Service; or (b) with prior written permission from NEXUS;
- Access the Service using any automated means (such as robots, botnets or scrapers);
- Collect or harvest any information that might identify a person (for example, names or faces);
- Use the Tool to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations.

#### **Reservation**

Using the Tool does not give you ownership of or rights to any aspect of it, including any other Content posted by NEXUS.

### **About Content in the Service**

When the Service requires or includes downloadable content, NEXUS gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the tool provided to you by NEXUS as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by NEXUS, in the manner permitted by this Agreement. You are not allowed to copy, modify, distribute, sell, or lease any part of the tool. When using the tool, you must give credit to NEXUS as well as do not remove any logos or other identifying information.

### **Other Legal Terms**

#### **Warranty Disclaimer**

**OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED “AS IS” AND NEXUS DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON’T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.**

#### **Limitation of Liability**

EXCEPT AS REQUIRED BY APPLICABLE LAW, NEXUS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; IN

**DIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY THE TOOL.**

#### **About this Agreement**

##### **Changing this Agreement**

We may change this Agreement, for example, (1) to reflect changes to our Service or how we do business - for example, when we add new products or features or remove old ones, (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

#### **No Waiver**

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

#### **Interpretation**

In these terms, “include” or “including” means “including but not limited to,” and any examples we give are for illustrative purposes.

#### **Governing Law**

All claims arising out of or relating to these terms or the Service will be governed by Arkansas law.