

## **KeanStrategies LLC Terms of Service**

KeanStrategies's goal is to provide you, the User, with access to the best quality content and services possible. To ensure a safe, non-offensive environment for all of our users, we have established these Terms of Service, outlining what you can expect from us, and what we can expect from you.

By purchasing any subscriptions from KeanStrategies, by using any of KeanStrategies's services, or by accessing any areas of [www.keanstrategies.com](http://www.keanstrategies.com) website ("Website"), you agree to be legally bound and to abide by the terms and conditions set forth below.

The domain [www.keanstrategies.com](http://www.keanstrategies.com) is owned and operated by KeanStrategies, LLC, a Maryland (USA) limited liability company. Any references herein to KeanStrategies, [www.keanstrategies.com](http://www.keanstrategies.com), "we," or "us" shall be deemed to refer to [www.keanstrategies.com](http://www.keanstrategies.com) and/or KeanStrategies LLC, as applicable under the circumstances.

When purchasing services and subscriptions from the Website, or our social media pages, and when posting information to or otherwise communicating through our page or your own social media accounts, your activities online are subject to this Terms of Service, User's Agreement, or other terms and conditions imposed by that social media website and/or provider, which may differ from these Terms of Service. Please review your social media accounts for that information.

All references in these Terms of Service to KeanStrategies, [www.keanstrategies.com](http://www.keanstrategies.com), and/or "this Website" shall be deemed to include both this Website and any and all social media pages maintained from time to time by KeanStrategies, LLC, or its affiliates.

### **I. OUR SERVICES; TERMS OF SALE**

- a. **Our Products.** KeanStrategies offers a variety of services designed to help businesses identify their vision to optimize business performance (the "Services"). These services are provided personally by KeanStrategies members and employees, and digitally through this Website and through social media pages maintained by KeanStrategies.

- b. **Payment.** All amounts due for purchase of KeanStrategies Services are payable in full at the time of purchase.
- c. **Your Account.** When you make a purchase through this Website you will create an account as part of the checkout process. You are responsible for maintaining the confidentiality of your password, and restricting access to your password and account. You further agree to accept responsibility for all purchases and activities that occur under your account.
- d. **Acceptance of Order.** Your placement of an order through this Website does not necessarily assure that KeanStrategies will accept your order. We reserve the right to refuse any order in our sole discretion. In addition, before accepting your order, we may require additional information if you have not provided all of the information needed by us to complete your order.
- e. **Pricing and Availability.** All prices for services are shown in U.S. dollars. All services are subject to availability, and we reserve the right to impose limits on any order, to reject all or part of an order, and to discontinue services without notice even if your order has already been placed. All prices are subject to change without notice. You agree that taxes may be adjusted from the amount shown on the payment screens.
- f. **Payment Terms.** KeanStrategies currently accepts [Visa, MasterCard, American Express, and Discover credit cards]. By submitting your order, you represent and warrant that you are authorized to use the designated credit card and further authorize us to charge your order (including taxes, and where applicable shipping and handling) to that card. If the card cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled automatically. In the event that you pay for KeanStrategies services by credit card and subsequently “charge back” your purchase through your merchant account provider, Kean Strategies reserves the right to terminate all pending

orders and transactions immediately, in addition to reserving its rights to any and all available remedies at law or in equity.

For Subscriptions purchased based upon an agreed usage period, where recurring payments are made in exchange for continued use (“Recurring Payment Subscriptions”), you agree and reaffirm that KeanStrategies is authorized to charge your credit card or to process your payment with any other applicable third-party payment processor, for any applicable recurring payment amounts. If you have purchased any recurring Payment Subscriptions, you agree to notify KeanStrategies of any changes to your credit card account number, its expiration date, and/or your billing address. You agree to notify KeanStrategies promptly if your credit card expires or is cancelled for any reason.

- g. **Errors.** We attempt to be as accurate as possible; however, we do not warrant that all services descriptions, pricing or other information on this Website is accurate, complete, current, or error-free. You maintain the responsibility to ensure that services are compatible with your computer system. If a Service offered is not as described or pictured, your sole remedy is to contact KeanStrategies to request a review of your complaint. In the event of an error, whether on this Website or delivering a Service, we reserve the right to correct such error and revise your order accordingly, or to cancel the order and refund any amount charged. Your sole remedy in the event of an error is to cancel your order and obtain a refund. Refunds are at the discretion of KeanStrategies.

## II. TRADEMARKS AND SERVICE MARKS

- a. KeanStrategies is a trademark of KeanStrategies, LLC, and/or its affiliates. All rights are reserved. These and other KeanStrategies graphics, logos, service marks and trademarks of KeanStrategies LLC and its affiliates may not be used without the prior written consent of KeanStrategies LLC or its affiliates as the case may be. All other trademarks,

product names, and company names and logos appearing on this Website or in any materials relating to our Services are property of their respective owners.

### III. DISCLAIMERS AND LIMITATION OF LIABILITY

- a. You expressly agree that the use of KeanStrategies's Services is at your sole risk. Neither KeanStrategies LLC, nor its affiliates, nor any of their members, managers, officers, directors, employees, agents, third-party content providers, merchants, advertisers, sponsors, or affiliates (collectively "Providers"), or the like, warrant that this Website will be uninterrupted or error-free, nor do they make any warrant at to any of KeanStrategies's services or as to the accuracy, reliability or currency of any information, content, service or merchandise provided through this Website.
- b. **Disclaimer of Warranties.** KeanStrategies makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of any content made available on this Website. KeanStrategies does not represent or warrant that (i) the use of this Website will be secure, timely, uninterrupted, or error free, (ii) the Services will meet your requirements or expectations, (iii) any content, materials, data or information obtained by you through KeanStrategies will be accurate or reliable, (iv) the quality of any products, services, information, content or other materials purchased or obtained by you through KeanStrategies will meet your requirements or expectations, (v) errors or defects will be corrected, or (vi) KeanStrategies or the server(s) that make our website available are free of viruses or other malware or harmful components. KeanStrategies's Services and all content and information is made available on this website are provided to you strictly on an "as is" basis. All conditions, representations, and warranties, whether express or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by KeanStrategies LLC and its affiliates.

- c. **Limitation of Liability.** In no event shall KeanStrategies's aggregate liability exceed the amounts actually paid by and/or due from you for use of the Website in the three (3) month period immediately preceding the event giving rise to such claim. In no event shall KeanStrategies, or its affiliates, be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential, or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with KeanStrategies, including, but not limited to, the use or inability to use this Website or for any content, material, or other information obtained from or through KeanStrategies, or for any interruption, inaccuracy, error or omission, regardless of cause in the content, even if KeanStrategies or its affiliates have been previously advised of the possibility of such damages. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth may not apply to you.
- d. **Internet Delays.** Use of this website may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. KeanStrategies is not responsible for any delays, delivery failures or other damage resulting from such problems.
- e. **Links to Third Party Sites.** This Website contains links to third party sites. These links are provided for convenience purposes and are not under the control of KeanStrategies. If you choose to link to such third party websites, KeanStrategies makes no warranties, either express or implied, concerning the content of such sites, including the operations, programming, and conduct of transactions over such sites. KeanStrategies does not warrant that such sites or content are free from any claims of copyright or other infringement or that such sites or content are devoid of viruses. KeanStrategies disclaims all liability of any kind whatsoever arising out of your use of, or inability to use, such

third party websites, the use of your information by such third parties, and the security of information you provide to such third parties.

- f. **Domestic Use Only.** KeanStrategies's Services are available in the United States, its territories, and possessions. You agree not to use or attempt to use our Services from outside these locations. If you use our Products from outside of the United States of America, you are solely responsible for compliance with all applicable laws, including, without limitation, export and import regulations or other countries. Any diversion of any content, information, or materials available on this Website contrary to the United States laws is prohibited. KeanStrategies may use technologies to verify your location and compliance.

#### IV. CONTENT AND COPYRIGHT OWNERSHIP

- a. **Copyright and Limited License.** Unless otherwise indicated, this Website and all content and other materials therein, including without limitation the KeanStrategies logo and all designs, texts, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively "Site Materials") are the proprietary property of KeanStrategies or its affiliates and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use this Website and Site Materials for informational, personal or company educational purposes only. Such license is subject to the Terms of Service and does not include: (i) any resale or commercial use of this Website and the Site Materials; (ii) the collection and use of any Service listings, pictures, or descriptions; (iii) the distribution, public performance or public display of any Site Materials; (iv) modifying or otherwise making any derivative uses of this Website and the Site Materials, or any portion thereof; (v) the use of any data mining, robots, or similar data gathering or extraction methods; (vi) downloading (other

than the page caching) of any portion or (vii) any use of this Website or the Site Materials other than for its intended purpose.

- b. **Digital Millennium Copyright Act (“DMCA”) Notice.** If you believe any material available via this Website infringes a copyright you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

KeanStrategies, LLC  
Attn: Customer Care  
4828 Wiltonshire Circle  
Olney, Maryland 20832  
[info@keanstrategies.com]

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification under DMCA. If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys’ fees, incurred by us or the alleged infringer as a result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

In accordance with the DMCA and other applicable law, KeanStrategies has also adopted a policy, in appropriate circumstances and in our sole discretion, for users who are deemed to be repeat infringers. KeanStrategies may also, in its sole discretion, limit access to this Website, and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

- c. **Third Party Site Materials.** KeanStrategies may provide third party content and links to web pages and content of third parties on this Website or on our social media accounts (collectively “Third Party Site Materials”) as a service to those interested in this information. We do not control, endorse, or adopt any Third Party Site Materials and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that KeanStrategies is not responsible or liable in any manner for any Third Party Site Materials and undertakes no responsibility to update or review such Third Party Site

Materials. You agree to use such Third Party Site Materials contained therein at your own risk.

- d. **Advertisements and Promotions; Third Party Products and Services.** KeanStrategies may display advertisements and promotions from third parties on this Website or may otherwise provide information about links to third party products or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third party. KeanStrategies is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as the results of the presence of such non-KeanStrategies advertisers or third party information on this Website.

## V. SUBMISSION OF IDEAS

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information about KeanStrategies, this Website, and our Services (collectively “Ideas”). Ideas, whether posted to this Website or provided to KeanStrategies, by email or otherwise are entirely voluntary, non-confidential, gratuitous, and non-committal. KeanStrategies shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgement or compensation to you. Do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them.

## VI. LINKS

You are granted a limited, non-exclusive right to create text hyperlinks to this Website for noncommercial purposes provided such links do not portray KeanStrategies in a false, misleading, derogatory, or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use KeanStrategies’s



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## VII. CONFIDENTIALITY

In the course of providing Products and information via this Website, KeanStrategies will deliver to you content, materials, and other information that is confidential, proprietary to KeanStrategies, or which constitutes a "trade secret" of KeanStrategies ("Confidential Information"). You agree that you will hold all Confidential Information in trust for KeanStrategies, that you will not publish, disseminate, or otherwise disclose Confidential Information to any person, firm, or entity, and that you will not use Confidential

Information to compete with KeanStrategies or in any other way detrimental to KeanStrategies. Without limiting the generality of the foregoing, “Confidential Information” includes any and all information relating to KeanStrategies’s Services, information (whether written or in electronic form) delivered to you in the course of rendering services to you, Site Materials, trade secrets, marketing and business plans, strategies, vendors, customers, management and personnel, but does not include information in the public domain other than by reason of a breach of this Agreement. In the event that you receive a subpoena or court order to disclose any Confidential Information, you will deliver prompt written notice to KeanStrategies and will cooperate with our attempts to obtain a protective order or other similar protection for Confidential Information. This provision shall survive any termination period for five (5) years.

#### VIII. PRIVACY POLICY

In accordance with the terms of KeanStrategies’s Privacy Policy, KeanStrategies respects the privacy of its users. To view our Privacy Policy, click here: [\[link to Privacy Policy\]](#).

#### IX. TERMINATION

Notwithstanding any of the Terms of Service, KeanStrategies reserves the right, without notice and in its sole discretion, to terminate your license to use this Website and to block or prevent your future access to, and use of, this Website.

#### X. USAGE BY CHILDREN AND MINORS

KeanStrategies cannot prohibit minors from visiting this Website. KeanStrategies must rely on parents, guardians, and those responsible for supervising children under 18 to decide which materials are appropriate for such children to view and/or purchase.

KeanStrategies requires that all purchase be made either by: (i) individuals 18 years of age or older, or (ii) minors under 18, through a KeanStrategies authorized affiliated program that permits parents and other guardians to pay for purchases of minors and give verifiable permission for such minors to purchase items on our site and for the collections by us of certain information in accordance with the terms of our privacy policy. EACH TIME YOU PURCHASE SERVICES FROM KEANSTRATEGIES, YOU ARE

REPRESENTING TO KEANSTRATEGIES THAT YOU ARE EITHER (i) AN INDIVIDUAL 18 YEARS OF AGE OR OLDER, OR (ii) A MINOR UNDER 18 WHO IS PURCHASING THROUGH A KEANSTRATEGIES AFFILIATE PROGRAM THAT PERMITS PARENTS AND OTHER GUARDIANS TO BOTH PAY FOR THE PURCHASES OF MINORS AND GIVE VERIFIABLE PERMISSION FOR SUCH MINORS TO PURCHASE ITEMS ON OUR SITE AND FOR THE COLLECTION BY US OF CERTAIN INFORMATION IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY.

#### XI. APPLICABLE LAW

The Terms of Service and this Website are created and controlled by KeanStrategies LLC, a limited liability company organized in the State of Maryland, U.S.A. As such, the laws of the State of Maryland, U.S.A., will govern these Terms of Service, without giving effect to any principles of conflicts of laws. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Maryland, U.S.A., and of the United States of America located in the State of Maryland, for any litigation arising out of or relating to the use or purchase made through KeanStrategies (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of the State of Maryland, U.S.A., and agree not to plead or claim in any court of the State of Maryland, U.S.A., that such litigation brought therein has been brought in an inconvenient forum.

#### XII. MODIFICATION OF TERMS

KeanStrategies may update these Terms of Service. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your KeanStrategies account or by placing a prominent notice on this Website. You are responsible for regularly reviewing these Terms of Service. Continued use of KeanStrategies after any such changes shall constitute your irrevocable and unconditional consent to such changes.

#### XIII. NOTICES

KeanStrategies may give notice by means of a general notice on this Website, or electronic mail to your e-mail address on record in KeanStrategies's account information, or by written communication sent by first class mail or pre-paid post to your address on record in KeanStrategies's records relating to our clients. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

#### XIV.GENERAL

The provisions of these Terms of Service are intended to be severable. If for any reason any provision of these Terms of Service shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any jurisdiction or the remaining provisions hereof in any jurisdiction.

No joint venture, partnership, employment or agency relationship exists between you and KeanStrategies as a result of these Terms of Services. The failure of KeanStrategies to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by KeanStrategies in writing.

These Terms of Service, together with any applicable policies, comprise the entire agreement between you and KeanStrategies and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.