

US Terms of website use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.scoresmatter.com (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site beyond the home page, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Introduction

These Terms of Use apply to our website www.scoresmatter.com which is a site operated by ScoresMatter, Inc ("we", "us"). Where any term in this document is inconsistent with a term that applies to any product or service available from our site, the terms of that product or service will prevail. Where you make a purchase from our website the terms related to that product or service will also apply.

Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. Any rights not expressly granted to you herein are reserved to ScoresMatter, Inc.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our site, you must comply with the provisions of our Acceptable Use Policy, which is incorporated by reference herein.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, including without limitation all information, software, text, artwork, designs, graphics, page headers, logos, button icons, images, audio clips, video clips, digital downloads, prices, product descriptions, data compilations, scripts, trade names, service names, trade dress, and the design, selection, and arrangement thereof. Those works are protected by copyright laws, trademark laws, and treaties around the world. All such rights are reserved.

You shall not copy, reproduce, distribute, alter, display, perform, publish, license, broadcast, transmit, create derivative works from, download, disassemble, decompile, or store any content from our site without our prior written consent; provided, however, you may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Systematic retrieval of data or other content from our site to prepare any collection, compilation, database, or directory is strictly prohibited. The trademarks in the content shall not be used, including as part of other trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without our prior written permission or the respective trademark owners. EXCEPT AS EXPRESSLY PROVIDED HEREIN BY THESE TERMS OF WEBSITE USE, NEITHER SCORESMATTER, INC NOR ANY THIRD PARTY HAS CONFERRED UPON YOU BY IMPLICATION, ESTOPPEL, OR OTHERWISE, ANY LICENSE OR RIGHT UNDER ANY PATENT, TRADEMARK, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS TO USE OUR SITE. NO OWNERSHIP RIGHTS ARE OR WILL BE ASSIGNED TO YOU.

Reliance on information posted

Commentary and other materials posted on our site (including within any members only area) are not intended to amount to advice on which reliance should be placed. We do not warrant the accuracy, completeness or usefulness of information on our site. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents. Any reliance you place on such information is strictly at your own risk.

Our site may include content provided by third parties, including materials provided by other users, bloggers and third party licensors, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ScoresMatter, Inc. We are not responsible, or liable to you or any third party for the content or accuracy of any materials provided by third parties.

Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability

THE MATERIAL DISPLAYED ON OUR SITE IS PROVIDED 'AS IS' AND WITHOUT ANY GUARANTEES, CONDITIONS OR WARRANTIES AS TO ITS ACCURACY. TO THE EXTENT PERMITTED BY LAW, WE, OTHER MEMBERS OF OUR GROUP OF COMPANIES AND THIRD PARTIES CONNECTED TO US HEREBY EXPRESSLY EXCLUDE:

- ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES THAT OUR SITE OR OUR SERVICES WILL BE AVAILABLE UNINTERRUPTED AND ERROR FREE, OR ANY WARRANTY AS TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY ANY USER IN CONNECTION WITH OUR SITE OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR

RESULTS OF THE USE OF OUR SITE, ANY WEBSITES LINKED TO IT AND ANY MATERIALS POSTED ON IT, INCLUDING, WITHOUT LIMITATION ANY LIABILITY FOR:

- LOSS OF INCOME OR REVENUE;
- LOSS OF BUSINESS;
- LOSS OF PROFITS OR CONTRACTS;
- LOSS OF ANTICIPATED SAVINGS;
- LOSS OF DATA;
- LOSS OF GOODWILL;
- WASTED MANAGEMENT OR OFFICE TIME; AND

FOR ANY OTHER LOSS OR DAMAGE OF ANY KIND, HOWEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, PROVIDED THAT THIS CONDITION SHALL NOT PREVENT CLAIMS FOR LOSS OF OR DAMAGE TO YOUR TANGIBLE PROPERTY OR ANY OTHER CLAIMS FOR DIRECT FINANCIAL LOSS THAT ARE NOT EXCLUDED BY ANY OF THE CATEGORIES SET OUT ABOVE.

THIS DOES NOT AFFECT OUR LIABILITY FOR ANY MATTER WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO SCORESMATTER, INC FOR THE ACCESS TO AND USE OF OUR SITE.

Information about you and your visits to our site

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Registration and Accuracy of information

If you decide to purchase our products or services, or take part in any competition or survey you will be required to provide certain information about you. You agree that the information that you provide during any registration will be true, accurate, and complete, and you agree to update that information in order to maintain its truth, accuracy, and completeness. You further agree

that you will not share any username or password that you create or that is allocated to you to access our services. You agree that you will not impersonate another or use another's username or password to access our services. You will immediately notify us if you know or believe that your username or password has or may become compromised. ALL CONTENT OR INSTRUCTIONS TRANSMITTED BY OR RECEIVED FROM ANYONE PRESENTING YOUR USER IDENTIFICATION CODE AND/OR PASSWORD ON OUR SITE WILL BE DEEMED BINDING ON YOU. You agree that you are solely liable for all actions taken via your password, whether or not made with your knowledge or authority. You agree to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to engage in transactions through our site for which you will be legally responsible. If you suspect that someone may have obtained access to your password who is not intended to have authority to act on your behalf, please contact us immediately to authorize us to deny access to our site to anyone else presenting your password. If you do not comply with these requirements we will view this as a breach of these terms and this will constitute grounds for immediate termination of your account and your rights to use this site.

Transactions concluded through our site

Contracts for the supply of services formed through our site or as a result of visits made by you are governed by our Terms and Conditions of Membership.

Uploading material to our site

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

Copyrights and the Digital Millennium Copyright Act

It is our policy to respect the intellectual property rights of others. If you are alleging that material available through our site infringes upon your copyright, we ask that you please submit a written notification pursuant to the Digital Millennium Copyright Act ("DMCA") to the address provided below. In order to be effective, the notice must include the following: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) 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 us to locate the material; (4) Information reasonably sufficient to permit us to contact you (e.g., an address, telephone number and an email address); (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

In the event that materials are removed from our site (or access to the material is disabled) and you believe that such material is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law, please submit a written counter-notification pursuant to the DMCA. In order to be effective, the counter-notification must include the following: (1) Your physical or electronic signature; (2) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (3) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or mis-identification; (4) Your name, address, telephone number, and, if available, an email address; and (5) A statement that you consent to the jurisdiction of the U.S. District Court for the District of South Carolina, and that you will accept service of process from the person who provided notification of the alleged infringement.

All written notices should be sent to the following: ScoresMatter, Inc, Attention: Legal Officer, 10945 State Bridge Road, Suite 401-335, Alpharetta, Georgia 30023-5676; Email: contact@scoresmatter.com.

Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of material on our site other than that set out above, please address your request to contact@scoresmatter.com.

Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Children

We class anyone under the age of 18 as a child. A Child will not be able to directly register for our services, however a child's personal information may be monitored as part of an adult's (anyone over the age of 18) membership. We will never share the details of any member or child with any third party. We will not market any offers to a child whose details are being monitored as part of an adult's membership to Your Privacy Insights. We will never knowingly request personally identifiable information from anyone under the age of 13. If we discover that a child under the age of 13 has provided us with any personally identifiable information, we will delete that information from our systems.

Trade marks

'Scores Matter', 'ScoresMatter', 'Tap Into The Digital You.' and any associated logos are trademarks and/or service marks of ScoresMatter, Inc and/or its respective group companies.

Changes to this Policy

We may revise these terms of Website Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site. If you do not want to be bound by an amendment or modification to these Terms of Website Use, you will need to terminate your account, if any, and refrain from using our site or ordering any products after that date. No other amendments will be valid unless they are in a paper writing signed by ScoresMatter, Inc and by you.

Indemnity

You agree to indemnify us and hold us harmless, and our subsidiaries, affiliates, officers, employees, agents, and other partners against any and all claims and expenses, including attorneys' fees, arising from your use of our site, breach of these Terms of Website Use, or breach of any third party's rights. This indemnification shall survive any termination of your status as an account holder or use of our site.

Governing Law and Jurisdiction

Any claim relating to the use of our site and any content therein shall be governed by the internal substantive laws of Georgia, without regard to its conflicts of laws rules. You expressly consent to the jurisdiction of the state and federal courts of Atlanta, Georgia for any such claim.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF WEBSITE USE OR OUR SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by us of any term or condition set forth in these Terms of Website Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision under these Terms of Website Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Website Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Website Use will continue in full force and effect.

Entire Agreement

These Terms of Website Use, as amended, and the consents provided by you, constitute the entire agreement between you and ScoresMatter, Inc.

Your concerns

If you have any concerns about material which appears on our site, please contact contact@scoresmatter.com.

Thank you for visiting our site.

July 2020