



Terms of Use For Our Site

By using the Site (www.reliatechconsulting.com), you are agreeing to comply with and be bound by these Terms of Use. Please review the terms outlined in this document carefully. You should not use the Site if you do not agree with these terms. The term "ReliaTechConsulting" or "RTC" or "us" or "we" or "our" refers to ReliaTechConsulting, LLC., the owner of this web site. The term "you" refers to the user or viewer of this Web Site.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

Copyright

The content, documents, graphics, design, organization, and compilation of the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any part of the Site, except as allowed by the Permitted Uses Section below, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials. Some of the content on the Site may include the copyrighted work of third parties.

Limited License

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement; (b) to use the Site solely for internal, personal, non-commercial purposes; and (c) to print out discrete information from the Site solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein. No print out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Restrictions on Use

Your license for access and use of the Site and any information, materials or documents (collectively defined as "Content and Materials") therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by this agreement), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content and Materials retrieved therefrom; (b) use the Site or any materials obtained from the Site to develop, as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Site; (d) use any Content and Materials from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site; (f) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future;

(g) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine the Site architecture; (h) use any automatic or manual process to harvest information from the Site; (i) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Site in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Site or any portion thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

Forms, Agreements & Documents

We may make available through the Site, or through other Web sites, sample and actual forms, checklists, business documents and legal documents (collectively, "Documents"). All Documents are provided on a non-exclusive license basis only for your personal one-time use for non-commercial purposes, without any right to re-license, sublicense, distribute, assign or transfer such license. Documents are provided without any representations or warranties, express or implied, as to their suitability, legal effect, completeness, currentness, accuracy, and/or appropriateness. The Documents are provided "as is", "as available", and with "all faults", and we and any provider of the Documents disclaim any warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose. The Documents may be inappropriate for your particular circumstances. Furthermore, state laws may require different or additional provisions to ensure the desired result. You should consult with legal counsel to determine the appropriate legal or business documents necessary for your particular transactions, as the Documents are only samples and may not be applicable to a particular situation. Some Documents are public domain forms or available from public records.

No Legal Advice or Attorney-Client Relationship

Information contained on or made available through the Site is not intended to and does not constitute legal advice, recommendations, mediation or counseling under any circumstance and no attorney-client relationship is formed. We do not warrant or guarantee the accurateness, completeness, adequacy or currency of the information contained in or linked to the Site. Your use of information on the Site or materials linked to the Site is entirely at your own risk. We are not a law firm and the Site is not a lawyer referral service.

Linking to the Site

You may provide links to the Site, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Site, (b) your site does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Site immediately upon request by us.

Registration

Certain sections of, or offerings from, the Site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. Each registration is for your personal use only and not on behalf of any other person or entity. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

Errors, Corrections and Changes

We do not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Site will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Site at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site.

Third Party Content

Third party content may appear on the Site or may be accessible via links from the Site. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Site. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our belief.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

Nontransferable

Your right to use the Site is not transferable or assignable. Any password or right given to you to obtain information or documents from this site is not transferable or assignable.

Disclaimer

The information, content and documents from or through the site are provided "as-is," "as available," with "all faults", and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). The information and services may contain bugs, errors, problems or other limitations. We and our affiliated parties have no liability whatsoever for your use of any information or service, except as provided in the limit of liability section part below. In particular, but not as a limitation thereof, we and our affiliated parties are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. The negation and limitation of damages set forth above are fundamental elements of the basis of the bargain between us and you. This site and the products, services, documents and information presented would not and will not be provided without such limitations. No advice or information, whether oral or written, obtained by you from us through the site or otherwise shall create any warranty, representation or guarantee not expressly stated in this agreement.

All responsibility or liability for any damages caused by viruses contained within the electronic file containing a form or document is disclaimed.

Limitation of Liability

(a) We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (1) any errors in or omissions from the Site or any services or products obtainable therefrom, (2) the unavailability or interruption of the Site or any features thereof, (3) your use of the Site, (4) the content contained on the Site, or (5) any delay or failure in performance beyond the control of a Covered Party.

(b) The aggregate liability of us and the affiliated parties in connection with any claim arising out of or relating to the site and/or the products, information, documents and services provided herein or hereby shall not exceed \$100 and that amount shall be in lieu of all other remedies which you may have against us and any affiliated party.

Third-Party Policies

All rules, policies (including privacy policies) and operating procedures of Providers will apply to you while on any Provider sites. We are not responsible for information provided by you to Providers. We and the Providers are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

Links to other Web Sites

This site may contain links to other Web sites. We are not responsible for the content, accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

Information and Press Releases

The Site may contain information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.

Miscellaneous

This Agreement shall be treated as though it were executed and performed in Haslett, Michigan, and shall be governed by and construed in accordance with the laws of the State of Michigan (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

Arbitration

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Site operations, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with applicable federal and state commercial arbitration rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Haslett, Michigan, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or us may seek any interim or preliminary relief from a court of competent jurisdiction in Haslett, Michigan necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs incurred.