

## Definitive's Websites Terms of Use

Agreement between User and <https://www.DefinitiveInc.com>, and <https://api.definitivechoice.com/dcportal/#/login>.

The <https://www.DefinitiveInc.com> and <https://api.definitivechoice.com/dcportal/#/login> websites (the "Sites") are comprised of various web pages operated by Definitive Business Solutions, Inc. ("Definitive"). The Sites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Sites constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

The Sites provide an overview of the company and its solutions and services.

### Privacy

Your use of the Sites is subject to Definitive's Privacy Notice. Please review our Definitive Privacy Notice, which also governs the Sites and informs users of our data collection practices.

### Electronic Communications

Visiting our Sites or sending emails to Definitive constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### Children Under Thirteen

Definitive does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Sites only with permission of a parent or guardian.

### Cancellation/Refund Policy

Definitive will refund to customers any prepaid fees for the remainder of its subscription term after the effective date of termination.

### Links to Third Party Sites/Third Party Services

The Sites may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Definitive and Definitive is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Definitive is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Definitive of the site or any association with its operators.

Certain services made available via our Sites are delivered by third party sites and organizations. By using any product, service or functionality originating from the Sites, you hereby acknowledge and consent that Definitive may share such information and data with any third party with whom Definitive has a

contractual relationship to provide the requested product, service, or functionality on behalf of the Sites users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Sites strictly in accordance with these terms of use. As a condition of your use of the Sites, you warrant to Definitive that you will not use the Sites for any purpose that is unlawful or prohibited by these Terms. You may not use the Sites in any manner which could damage, disable, overburden, or impair the Sites or interfere with any other party's use and enjoyment of the Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Sites, is the property of Definitive or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Sites. Definitive content is not for resale. Your use of the Sites does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Definitive and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Definitive or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated, and administered by Definitive from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Definitive Content accessed through the Sites in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Definitive, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Sites or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. Definitive reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Definitive in asserting any available defenses.

## **Liability Disclaimer**

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## **Termination/Access Restriction**

Definitive reserves the right, in its sole discretion, to terminate your access to the Sites and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Virginia and you hereby consent to the exclusive jurisdiction and venue of courts in Virginia in all disputes arising out of or relating to the use of the Sites. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Definitive as a result of this agreement or use of the Sites. Definitive's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Definitive's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by Definitive with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the

invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Definitive with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Definitive with respect to the Sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Definitive reserves the right, in its sole discretion, to change the Terms under which <https://www.DefinitiveInc.com> and <https://api.definitivechoice.com/dcportal/#/login> are offered. The most current version of the Terms will supersede all previous versions. Definitive encourages you to periodically review the Terms to stay informed of our updates.

### **How to Contact Us**

The best way to reach us is by completing our contact form on our [contact us](#) page. Definitive's Privacy Counsel serves as Definitive's data protection contact and can be reached at:

Webform: [Contact form](#)

Email: [privacy@DefinitiveInc.com](mailto:privacy@DefinitiveInc.com)

Address:

Definitive Business Solutions, Inc.  
11921 Freedom Drive, Suite 550  
Reston VA, 20190  
Attn: Legal / Privacy Office