

## Terms of Service

The contract of ardentCause, L3C (“ardentCause”) and these Terms of Service (collectively, these “Terms”) shall constitute the entire agreement between you and ardentCause concerning your use of CauseEffectz, DataSnapz, My Resource Network, MatrixPath, or LiteracyPath (the “Service”) and any recorded information entered into the Service by you or your users, including technical data but excluding information incidental to contract administration, such as financial, administrative, cost or pricing, or management information (the “Content”). By ordering or otherwise using the Service, you agree to and accept these Terms. You may use the Service only in accordance with these Terms. No other contract or terms concerning the Service may be created in any other manner, including by means of your purchase orders or similar documents (even if signed or acknowledged by ardentCause), unless you and ardentCause have signed a separate formal written agreement expressly amending these Terms.

### Basic Terms

You are responsible for your use of the Service, for any content you post to the Service, and for any consequences thereof. The content you submit, post, or display will be able to be viewed only by other users of the Service as authorized by your account. You should only provide content that you are comfortable sharing with others under these Terms.

You may use the Service only if you can form a binding contract with ardentCause and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You may use the Service only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Service that ardentCause provides is always evolving; and the form and nature of the Service that ardentCause provides may change from time to time. In addition, ardentCause may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally and may not be able to provide you with prior notice. ardentCause also retains the right to create limits on data use and storage at ardentCause’s sole discretion at any time.

### Privacy

Any information that you provide to ardentCause is subject to our [Privacy Policy](#), which governs our collection and use of your content. You understand that, through your use of the Service, you consent to the collection and use (as set forth in the Privacy Policy) of this content. As part of ardentCause providing the Service to you, ardentCause may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service and your account, which you may not be able to opt-out from receiving.

### Passwords

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. ardentCause encourages you to use "strong" passwords (passwords that use a combination of upper and lower case letters and numbers) with your account. ardentCause cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

### Content on the Service

All content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such content. ardentCause may not monitor or control the content posted via the Service and ardentCause cannot take responsibility for such content. Any use or reliance on any content or materials posted via the Service or obtained by you through the Service is at your own risk.

ardentCause does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via the Service or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate. Additionally, in some cases, you may be exposed to postings that have been mislabeled or are otherwise deceptive. Under no circumstances will ardentCause be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the Service or broadcast elsewhere.

### **Your Rights**

You retain all rights and responsibilities related to content created with the Service. This includes charts, documents, or reports you create using the Service, and data that you own that is used by the Service. You are free to distribute this content, as you see fit, under the terms of this license. All such data will be exclusively owned by you, and will not be accessible by third parties without your permission, provided, however, that you grant ardentCause the irrevocable right to use and display your data anonymously (i.e., without specifically identifying you or your users) :

- (a) for purposes of marketing or demonstration, and
- (b) in the aggregate, together with other anonymous data, for any purpose.

In some cases, the output produced by the Service is a combination of your content and ardentCause property. This may be a report automatically generated by a user of the Service that includes code or images that belong to ardentCause. In this case, you are licensed to use the ardentCause property only in conjunction with the content you created with the Service. For example, if you use the Service to produce a report, you are permitted to edit the content of the report, but you are not permitted to reuse the report in a competing product or claim it as your own work.

ardentCause is not responsible for the quality of the data you enter into the online system, nor is ardentCause responsible for any decisions or conclusions you make based on the data. With notice to ardentCause, you can export your data at any time during the term of your Agreement, or within sixty (60) days following termination or expiration of the term.

### **ardentCause Rights**

All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of ardentCause and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the ardentCause name or any of the ardentCause trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding ardentCause, or the Service is entirely voluntary and ardentCause will be free to use such feedback, comments or suggestions as ardentCause sees fit and without any obligation to you.

### **Restrictions on Content and Use of the Service**

ardentCause reserves the right at all times (but will not have an obligation) to remove or refuse to distribute any content on the Service and to terminate users or reclaim user names. ardentCause also reserves the right to access,

read, preserve, and disclose any information that ardentCause reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of ardentCause, its users and the public.

Except as permitted through the Service (or these Terms), you cannot reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Content or Service.

You may not do any of the following while accessing or using the Service: (i) access, tamper with, or use non-public areas of the Service, ardentCause's computer systems, or the technical delivery systems of ardentCause's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by ardentCause (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with ardentCause

(NOTE: crawling the Service is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Service without the prior consent of ardentCause is expressly prohibited);

(iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to interfere with, or disrupt), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Service.

### **The Service is Available "AS-IS"**

Your access to and use of the Service or any Content is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, ardentCause AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ardentCause makes no warranty and disclaims all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content thereon. ardentCause will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service, or any content. You also agree that ardentCause has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Service. ardentCause makes no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from ardentCause or through the Service, will create any warranty not expressly made herein.

### **Links**

The Service may contain links to third-party websites or resources. You acknowledge and agree that ardentCause is not responsible nor liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by ardentCause of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ardentCause AND ITS SUBSIDIARIES, AFFILIATES,

OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT ardentCause HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties nor the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Waiver and Severability**

The failure of ardentCause to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

### **Controlling Law and Jurisdiction**

These Terms and any action related thereto will be governed by the laws of the State of Michigan without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Service will be brought solely in Oakland County, Michigan, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Michigan (excluding choice of law).

### **Revisions**

ardentCause may revise these Terms from time to time. If the revision, at ardentCause's sole discretion, is material ardentCause will notify you via an on-site notification or e-mail to the email associated with your account. By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised Terms.

The Service is operated and provided by ardentCause L3C. If you have any questions about these Terms, please contact us at 248-244-8890 or [info@ardentCause.com](mailto:info@ardentCause.com)

**Effective May 2014; Updated April, 2017**