



## TERMS OF USE/PRIVACY POLICY

YOU MUST READ THE ENTIRE TERMS AND CONDITIONS TO FULLY UNDERSTAND WHAT YOU ARE AGREEING TO WITH REGARDS TO THIS WEBSITE, INCLUDING ACCESS AND THE USE OF ANY OF OUR SERVICES OR PRODUCTS.

**1. ACCEPTANCE OF THE TERMS AND CONDITIONS.** Welcome to [www.epicmeasures.com](http://www.epicmeasures.com) (the “Website”). You hereby affirm your agreement to abide by the terms, conditions, notices, disclaimers, and other provisions, which may be updated from time to time without notice (collectively referred to hereinafter as the “Terms of Use”). You agree to periodically check for any changes to the Terms of Use when you access this Website. The Terms of Use constitute a binding contract between you on one hand, and EPiC Measures, LLC, its representatives, designees, licensees, and assigns (“we”, “us”, or “our”), regarding this Website, including access thereto and the use of any of our services or products. If you do not agree with the Terms of Use, you do not have our permission to continue and must immediately exit.

**2. WEBSITE CONTENT.** All of the content and other information either displayed on, transmitted through, available from, or otherwise used in connection with this Website, including but not limited to copyrighted works, as well as its copyrightable selection and arrangement, trademarks/service marks, logos, text, photographs, graphics, images, illustrations, animations, audio or video clips, html, source and object code, software, data, or other intellectual property now known or hereafter created (collectively, the “Content”) is owned or controlled by us. You may not reproduce, distribute, perform, transmit, display, or otherwise exploit the Content without our written permission.

**3. LICENSE TO ACCESS.** We hereby grant you a non-exclusive, limited, and fully revocable license to access to this Website, conditioned upon your agreement to abide by the Terms of Use. Any rights not expressly granted herein are reserved. If we determine, in our sole discretion, that you have failed to comply with the Terms of Use, any rights that may have been granted to you shall automatically terminate.

**4. REPRESENTATION AND WARRANTIES.** You represent and warrant to us that you possess the legal right and ability to enter into this agreement and, if applicable, that all information submitted by you to us through this Website is true and accurate. We make no warranties or representations as to the accuracy of the Content and assume no liability or responsibility to you for any error or omission in the Content. We do not warrant, represent, or guarantee the accuracy, the integrity, or the quality of content provided by third parties. Neither we, nor any of our affiliated or related companies, or any of our/their employees, agents, content providers or licensors, make any representation or warranty of any kind regarding this Website or the Content whatsoever. We make no warranty that this Website will meet your requirements, be uninterrupted, timely, secure or error free, or that this Website or the server that makes it available are free of viruses or other harmful components or destructive files. Unauthorized



access to this Website is a breach of these Terms of Use and a violation of the law. You agree not to access this Website by any means other than through the interface that we provide. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of this Website.

## **5. DISCLAIMER AND LIMITATIONS ON DAMAGES.**

**a. Disclaimers.** WE SPECIFICALLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THIS WEBSITE OR ANY CONTENT, SERVICES OR PRODUCTS PROVIDED THROUGH, OR IN CONNECTION WITH, THIS WEBSITE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES AS TO THE AVAILABILITY, ACCURACY, COMPLETENESS OR CONTENT OF ANY INFORMATION, PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THIS WEBSITE. WE ASSUME NO RESPONSIBILITY, AND ARE NOT LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN, THIS WEBSITE, YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THIS WEBSITE, OR THE USE OF THIRD PARTY SITES.

**b. Limitations on Damages.** IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, THE CONTENT OR ANY ERRORS OR OMISSIONS IN THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6. INDEMNITY.** You agree to indemnify, defend and hold us harmless and each of our respective officers, employees, representatives, contractors and agents, from any and all claims and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding your violation of any of these Terms of Use.

**7. PRIVACY POLICY.** This privacy policy sets out how EPiC Measures, LLC uses and protects any information that you give us when you use this Website. We are committed to ensuring that your privacy is protected. If we ask you to provide certain information by which you can be identified when using this Website, then you can be assured that it will only be used in accordance with this privacy policy.



- a. Scope.** This privacy policy only pertains to your use of this Website.
- b. Information Collected By This Website.** You are not required to provide information directly to us in order to view this Website. If you choose to voluntarily submit your information through this Website, you should be cognizant as to what you are providing (especially in your message or queries to us!).
- c. What We Do With Your Information.** We use the information that you provide to us to better understand your needs, particularly:
- We may periodically send promotional emails about our services and products, special offers or other information that we think you may find interesting using the email address that you have provided.
  - If provided, we may use your mobile number to send you promotions, notifications, or other services.
  - From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
  - We may use the information to customize this Website according to visitor's interests.
  - We may provide your information to our third party partners (i.e., MailChimp, Constant Contact,) for marketing or promotional purposes.
  - In addition to the uses identified above, we may use the information that we collect for any other purposes disclosed to you from time to time pursuant to your consent.

**We will not sell your personal information to third parties unless we have your permission.**

- d. Security.** We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable procedures to safeguard and secure the information we collect online.
- e. How We Use Cookies.** A cookie is a small file, which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to visitor's needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Understand that a cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of this Website.



**f. Links to Other Websites.** Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be liable or responsible for the protection and privacy of any information, which you provide while visiting such sites and this privacy policy will not govern such sites. You should exercise caution and look at the privacy policy applicable to such third party website.

**g. Changes or Removal from Our Database.** If you have previously provided us with personal information, you may update or amend such, or inform us at any time that you wish to be removed from our database, by emailing us at [service@epicmeasures.com](mailto:service@epicmeasures.com).

## **8. MISCELLANEOUS PROVISIONS.**

**a. Violation of Terms.** You agree that if you violate the Terms of Use that your access to this Website may be blocked.

**b. Access Fees.** You understand that you are solely responsible for any fees or charges incurred to access this Website through an Internet service provider.

**c. Foreign Access.** This Website is controlled, operated and administered by us from our offices within the United States. We make no representation that the Content is appropriate or available for use outside the United States and access to it from territories where it is illegal or improper is prohibited. You may not use this Website or export the Content in violation of U.S. export laws and regulations. If you access this Website from a location outside the United States, you assume sole responsibility for compliance with all local laws.

**d. Reservation of Rights.** We reserve the right to modify, suspend, discontinue or restrict the use of any portion of this Website, including the availability of any portion of the Content at any time, to anyone for any reason without notice or liability.

**e. Advertisements.** You understand that our Website may include advertisements.

**f. Trademark.** EPIC MEASURES EXTENDING BEYOND THE ORDINARY<sup>®</sup> is a registered trademark with the United States Patent and Trademark Office that is owned by EPiC Measures, LLC.

## **9. GENERAL LEGAL PROVISIONS.**

**a. Arbitration.** We may elect to resolve any controversy or claim arising out of or relating to these Terms of Use by mediation or binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. These Terms of Use shall be construed in accordance with the laws of the State of Georgia, and the parties irrevocably consent to bring any proceeding or action to enforce these Terms of Use within the vicinity



of Atlanta, Georgia. If we are required to seek enforcement of an arbitration award, such may be entered in any court having jurisdiction thereof. We also have the right to seek any interim or preliminary relief from a court of competent jurisdiction in the Atlanta, Georgia vicinity, necessary to protect our rights or property, pending the completion of arbitration.

**b. Severability.** In case any one or more of the provisions contained in these Terms of Use shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of these Terms of Use, and these Terms of Use shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in these Terms of Use shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**c. Waiver.** Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

**d. Website Purpose.** This Website is for informational purposes only. None of the information contained on this Website shall constitute legal, business, or other professional advice whatsoever. We shall not be responsible for any action, or inaction, that you take based solely on the contents of this information. **You are not a client of EPiC Measures, LLC unless you enter into a formal engagement.**

**e. Third Party Websites.** Links to third party websites are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed any third party websites, or their respective terms and conditions or privacy policies, and we are not responsible for these websites or their content or availability. We do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

**f. Children's Information.** We do not knowingly collect personal information from children under 13. If we learn that we have collected any personal information from a child under the age of 13 without verifiable parental consent, we will delete that information from our database as quickly as possible. If you believe that we may have collected information from a child under 13, please contact us.

**g. Entire Agreement.** These Terms of Use, including all amendments and policies that are incorporated by reference, constitute the entire agreement between you and us and govern your use of this Website and Content, superceding any prior agreements that you may have with us.



## **QUESTIONS**

Questions about the Terms of Use and Privacy Policy should be emailed to: [services@epicmeasures.com](mailto:services@epicmeasures.com) or call:

East Coast: (404) 374-4482

West Coast: (213) 342-1972