The Policy Collective, LLC
Website End User Agreement and Privacy Policy

1. Agreement and General Terms of Use

1.1 This User Agreement constitutes the agreement between The Policy Collective, LLC, and any subsidiaries or partners of The Policy Collective, LLC ( "The Policy Collective" "thepolicycollective.com" "policyworx.com" ), a New Mexico limited liability company, and you as a user who accesses or establishes a connection ("user," "you," or "your") to the world wide web sites known as THEPOLICYCOLLECTIVE.COM("Sites") and POLICYWORX.COM ("Sites"), which are owned and controlled by The Policy Collective, LLC.

1.2 You must agree to abide by all of the provisions in this Agreement in order to remain an authorized user of the Sites and your use of the Sites constitutes your agreement to abide by those provisions. You are solely responsible for your use of the Sites and for ensuring that your use complies fully with the provisions of this Agreement.

1.3 The Policy Collective, LLC reserves the right, in its sole discretion, to change any or all of the provisions of this Agreement at any time. The Policy Collective, LLC will notify users of any changes by posting them on the Sites or through other reasonable means of providing notice. Any changes to this Agreement will be effective immediately upon notice to you. Your use of the Sites after notice of changes to this Agreement will be deemed your acceptance of the changes.

1.4 The Policy Collective, LLC reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, or feature of the Sites, as well as any aspect pertaining to the use of the Sites.

1.5 WEB PRIVACY POLICY INFORMATION AND WEBSITE SECURITY. You are responsible for ensuring that any log-in credentials (your username and password) are kept confidential. We have implemented technical and organizational measures designed to secure your personally identifiable information (PII) from accidental loss and from unauthorized access, use, alteration, or disclosure.

Notwithstanding such measures, the Internet is an open system and we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your PII for improper purposes.

1.6 IF YOU DO NOT AGREE TO THE PROVISIONS OF THIS AGREEMENT OR ARE NOT SATISFIED WITH THE SITES, THE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SITES.

2. User Activities and Information on the Sites owned by The Policy Collective, LLC

2.1 You will use the Sites and any content, material, or information found on the sites owned by The Policy Collective, LLC solely for lawful, non-commercial purposes. You shall not upload to, distribute to, or otherwise disseminate through the Sites any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services.

2.2 You warrant that any material or information that you make available through the Sites, including, for example, postings to chat areas and forums, is solely your original work, or that you have all necessary rights to make the material or information of any other person or entity available on the Sites. You will be solely responsible for the content of any material or information that you make available through the Sites. You will also be liable for any damage resulting from making any material or information available through the Sites.

2.3 By making any material or information available through the websites owned by The Policy Collective, LLC, you automatically grant to The Policy Collective, LLC a worldwide, royalty-free, perpetual, irrevocable, and non-
exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sublicense any such material or information (in whole or in part) and/or to incorporate it in other works regardless of form, media, or technology. By making any material or information available through the Sites, you also grant to users other than yourself the right and license to access, view, store, or reproduce your material and information for that user's personal use.

2.4 The Policy Collective, LLC has no obligation to, and does not and cannot, review every item of material or information that you and users other than yourself made available through its websites, and The Policy Collective, LLC is not responsible for any content of this material or information. However, The Policy Collective, LLC reserves the right to delete, move, or edit any material or information that it deems, in its sole discretion, unacceptable, libelous, defamatory, obscene, pornographic, abusive, or otherwise in violation of any law or that infringes or violates any rights of any other person or entity. Further, The Policy Collective, LLC reserves the right at all times to disclose any material or information as necessary to satisfy any law, regulation, or governmental request.

2.5 The Policy Collective, LLC reserves the right to collect, use, and distribute demographic data about you and your use of the Sites in forms that do not identify you individually or reveal your identity.

2.6 CHILDREN. We do not knowingly collect personally identifiable information from children under the age of 13. Children are not permitted to use the Sites or services, and we request that children under the age of 13 not submit any personally identifiable information to the Sites. Since information regarding children under the age of 13 is not collected, we do not knowingly distribute PII regarding children under the age of 13.

3. Rights in Site Content and the Sites

3.1 All content provided by The Policy Collective.com or PolicyWorX.com on the Sites shall be protected by copyright, trademark, and other applicable intellectual property and proprietary rights laws and is owned, controlled, and/or licensed by The Policy Collective, LLC. The Sites owned by The Policy Collective, LLC are protected by copyright, patent, trademark, and other applicable intellectual property and proprietary rights laws and are owned, controlled, and/or licensed by The Policy Collective, LLC. The Policy Collective.com, Policy WorX, Policy WorX Compliance Suite, Policy WorX Compliance Suite Alert Service, News Service and New Service Plus and PolicyWorX.com are trademarks and, where indicated, registered trademarks of The Policy Collective, LLC or its subsidiaries. All other trademarks appearing on the Sites are the property of their respective owners.

3.2 You will not modify, publish, transmit, 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. You will download copyrighted content solely for your personal use, but will make no other use of the content without the express written permission of The Policy Collective, LLC and the copyright owner. You will not make any changes to any content that you are permitted to download under this Agreement, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You agree that you do not acquire any ownership rights in any downloaded content.

3.3 Certain content found on the Sites may be subject to additional terms, conditions, and notices as specified in Section 11 below.

4. Disclaimer of Warranties & Limitation of Liability

4.1 You expressly agree that use of the sites is at your sole risk. Neither The Policy Collective, LLC nor any of its affiliates, employees, agents, third party content providers, or licensors warrant that the sites will be uninterrupted or error free. Nor do they make any warranty as to the results that may be obtained from the use of the sites, or as to the accuracy, reliability, completeness, or contents of any content, information, material, postings, or posting responses found on the sites, any merchandise or services provided through the sites, or any links to other sites made available on the sites.
4.2 The sites and all content, material, information, postings, or posting responses found on the sites are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose.

4.3 Under no circumstances, including, but not limited to, negligence, shall The Policy Collective, LLC or any of its parents, subsidiaries affiliates, employees, agents, third party content providers, or licensors, and their respective directors, officers, employees, and agents, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, any content, information material, postings, or posting responses on the sites or any one site. These limitations apply regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility of such damages. You specifically acknowledge and agree that The Policy Collective, LLC and any of its parents, subsidiaries affiliates, employees, agents, third party content providers, or licensors, and their respective directors, officers, employees, and agents, is not liable for any defamatory, offensive or illegal conduct of any user, including you.

4.4 OTHER WEBSITES. We are not responsible for the privacy policies of websites to which the Sites owned by The Policy Collective, LLC link to other than those owned by The Policy Collective, LLC. If you provide any information to such third parties, different rules regarding the collection and use of your PII may apply. We strongly suggest you review such third party's privacy policies before providing any data to them. We are not responsible for the policies or practices of third parties. Please be aware that our Sites may contain links to other sites on the Internet that are owned and operated by third parties. The information practices of those Web sites linked to our Sites are not covered by this Policy. These other sites may send their own cookies or clear GIFs to users, collect data or solicit personally identifiable information. We cannot control this collection of information. You should contact these entities directly if you have any questions about their use of the information that they collect.

5. Indemnification

You agree to defend, indemnify and hold harmless The Policy Collective, LLC and any of its parents, subsidiaries, partners, affiliates, employees, agents, third party content providers, or licensors, and their respective directors, officers, employees, and agents from and against all claims, liability, and expenses, including attorneys’ fees and legal fees and costs, arising out of your use of the Sites or your breach of any provision of this Agreement. The Policy Collective, LLC reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

6. Fees and Payments

The Policy Collective, LLC reserves the right, in its sole discretion, at any time to charge fees for access to and use of the Sites, or any portions of the Sites. If The Policy Collective, LLC elects to charge fees, it will post notice on the Sites of all provisions pertaining to fees and payments.

7. Notices between Us

You will contact us by submitting your message via the contact forms on any Site owned by The Policy Collective, LLC. We will contact you by sending electronic mail to the address you provide to us, or by posting a notice on the Sites.

8. Termination

The Policy Collective, LLC may terminate this Agreement and your use of the Sites at any time. The Policy Collective, LLC shall have the right immediately to terminate your use of the Sites in the event of any conduct by
you which The Policy Collective, LLC, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement.

9. Law Governing Performance and Disputes

This Agreement, your performance under it, and any disputes arising under it shall be governed exclusively by the laws of the United States of America and the State of New Mexico, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of New Mexico and the United States District Court for the District of New Mexico in any and all actions, disputes, or controversies relating to this Agreement.

10. General Terms

This Agreement and any posted rules on the Sites established by The Policy Collective, LLC constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by The Policy Collective, LLC or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon and inure to the benefit of The Policy Collective, LLC and its successors, trustees, and permitted assigns. The Policy Collective, LLC may assign this Agreement or any of its rights or obligations under this Agreement, with or without notice to you.

11. Inquiries, Corrections, and Complaints

Your data is submitted to The Policy Collective, LLC and is hosted and stored in a database on servers situated in the United States by third parties on behalf of The Policy Collective, LLC a New Mexico Limited Liability Company. The Policy Collective, LLC is the legal entity determining the purposes and means of processing the information gathered at the Sites and is the data controller of all data collected from the Sites.

If, at any time, you have questions or concerns about this Web Privacy Policy or believe that we have not adhered to this Web Privacy Policy, please feel free to email us using the contact form at thepolicycollective.com or policyworx.com or you may contact us in writing at:

The Policy Collective, LLC
PO Box 11321
Albuquerque NM 87192

12. Modifications of the Web Privacy Policy

We reserve the right to modify this Web Privacy Policy at any time. We will notify you by posting an amendment to the privacy policy on the Sites. Such modifications will become effective thirty (30) days after they are posted. We encourage you to frequently review the Web Privacy Policy for any modifications.

13. No Contract

Nothing contained in the Web Privacy Policy creates or is intended to create a contract or agreement between us and any candidate visiting this Site or any other site owned by The Policy Collective, LLC, or providing identifying information of any kind.