

## **Website Terms of Use**

### **Agreement between User and ManagerPlus**

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managerplus.com is a News and Information Site which provides information related to ManagerPlus maintenance management software and services.

### **Privacy**

Your use of managerplus.com is subject to ManagerPlus's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting managerplus.com or sending emails to ManagerPlus 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.

### **Your Account**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that ManagerPlus is not responsible for third party access to your account that results from theft or misappropriation of your account. ManagerPlus and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

ManagerPlus does not knowingly collect personal information from persons under the age of thirteen. If you are under 18, you may use managerplus.com only with permission of a parent or guardian.

### **Links to Third Party Sites; Third Party Services**

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managerplus.com domain, you hereby acknowledge and consent that ManagerPlus may share such information and data with any third party with whom ManagerPlus has a contractual relationship to provide the requested product, service or functionality on behalf of managerplus.com users and customers.

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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 Site, is the property of ManagerPlus or its suppliers and protected by copyright and other laws and international treaties 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.

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### **International Users**

The Service is controlled, operated and administered by ManagerPlus 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 ManagerPlus Content accessed through managerplus.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless ManagerPlus, its officers, directors, employees and agents, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use or misuse of the Site or ManagerPlus' services, any user postings made by you, or your violation of any of these Terms, any third party

rights, or any applicable laws, rules or regulations. ManagerPlus 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 ManagerPlus in asserting any available defenses.

### **Liability Disclaimer and Limitations**

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### **General Terms**

ManagerPlus reserves the right, in its sole discretion, to terminate or restrict your access to the Site 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 State of Utah and you hereby consent to the exclusive jurisdiction and venue of courts in Utah in all disputes arising out of or relating to the use of the Site. Use of the Site 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 ManagerPlus as a result of this Agreement or your use of the Site.

ManagerPlus's services and provision of the Site are subject to existing laws and legal process, and nothing contained in this Agreement shall limit ManagerPlus's right or obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by ManagerPlus 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 ManagerPlus with respect to the Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ManagerPlus with respect to the Site. 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**

ManagerPlus reserves the right, in its sole discretion, to change these Terms at any time, effective upon posting of the modified version of these Terms on the Site. The most current version of the Terms will supersede all previous versions. ManagerPlus encourages you to periodically review the Terms to stay informed of our updates.

ManagerPlus and ManagerPlus Solutions are trademarks of ManagerPlus. The names of any other companies or their products or services mentioned on the Site are the property of their respective owners and may also be trademarks.

### **Contact Us**

ManagerPlus welcomes your questions or comments regarding the Terms:

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