

# Terms of Service

*The Research Creative websites (Site) are owned and operated by Accdon LLC, 400 Fifth Ave Suite 530 Waltham MA 02451 (“Accdon,” “Research Creative,” “we,” “us,” or “our”).*

*You (User) and Accdon agree that the User’s access and use of the Site and all services provided either via the site or indirectly via interaction with Research Creative staff is contingent on your full agreement to the terms and conditions outlined herein.*

## **Availability**

These Terms and Conditions are available and accessible on the Site or by contacting us. Terms and Conditions are subject to change, without notice, at Accdon’s sole discretion.

## **Applicability**

## **Privacy**

Accdon may use all Registration Information, subject to Accdon’s compliance with the Accdon Privacy Policy (the “Privacy Policy”). This Agreement includes terms and conditions set forth in the Privacy Policy. By indicating your agreement to this Agreement, you are consenting to have your personal data used by Accdon as set forth in the Privacy Policy.

## **Indemnification**

You agree to indemnify and hold Accdon and its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, or demand, including reasonable attorneys’ fees, arising out of any claim, action, investigation or proceeding made or instituted by any third party due to or arising out of:

(i) your breach of any representations or warranties made by you hereunder or your breach of any term of this Agreement; (ii) your use of the Services or the Site in violation of this Agreement; or (iii) or your violation of any law or the rights of a third party.

You hereby agree not to sue, assist in or be a voluntary party to assist in or be a voluntary party to, except as required by law, any action, suit, or proceeding against Accdon for any claims, actions, suits, damages, liability, losses or expenses of whatever kind or however arising out of or relating to your use of the Site or the Services.

The Services are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to individuals under the age of 18. If you are under 18, then you are not permitted to use the Services. In order to receive the Services, you must pay in advance the applicable fee unless Accdon agrees that you may make payment pursuant to another payment plan. Accdon may increase its fees at any time. You must complete the registration in order to use the Services. You agree that all

information provided by you in connection with the registration and sign-up process (“Registration Information”) will be true, accurate, current, and complete and that you will promptly update your Registration Information as necessary such that it is, at all times, true, accurate, complete, and current. As part of the registration process, you will identify a username and password for your Accdon account. You are responsible for maintaining the security of your account, passwords, and files, and for all uses of your account and of the Services in your name. Accdon reserves the right to refuse registration of, or cancel, accounts at any time and for any reason, as Accdon deems appropriate. Upon termination of your registration as a “user”, you will no longer be allowed access to the Site or the Services offered through the Site. Accdon also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

### **Your intellectual property rights**

Accdon and its employees make no claims on any work submitted to us for proofreading or editing. Any documents, content, material, works or other intellectual property submitted by you (collectively, “Documents”), will remain your intellectual property. Accdon Editors have signed a confidentiality agreement to waive their claim to any intellectual property and Documents submitted through the Service. You represent and warrant that: (i) you have obtained all necessary third party rights, including, without limitation, copyrights, for any Documents or portions thereof that belong to third parties, which are necessary for Accdon to provide Services in connection with the Documents; (ii) the Documents will not contain, any infringing, illegal, sexually explicit, threatening, abusive, harassing, defamatory, or otherwise objectionable material, including, without limitation, any material that could give rise to any liability to Accdon or which might adversely affect the Accdon public image, reputation or goodwill; and (iii) the Documents to not include any infringing, misappropriated or plagiarized content that you do not have the rights to use. It is your responsibility to determine if it is necessary for you to obtain, and for obtaining, any licenses required to use third party content which is part of the Documents. You will be responsible for making back-up and archival copies of your documents. In no event will Accdon be responsible to you or any other person for any loss, corruption or alteration of Documents.

### **Our intellectual property rights**

You acknowledge that Accdon owns all right, title and interest in and to the Site and the Services (the “Accdon Rights”), and such Accdon Rights are protected by U.S. and international intellectual property laws. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Site.

### **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, U.S.A., without reference to conflicts of laws provisions and, as to matters affecting copyrights, trademarks and patents, by U.S. federal law.

## **Disclaimer of warranties**

Accdon is not responsible for the conduct, whether online or offline, of any user of the Site. The Site and the Services may be temporarily unavailable from time to time for various reasons. Accdon assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Site. Accdon is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, or the failure of email on account of technical problems or traffic congestion on the Internet or at any web site, including injury or damage to any person's computer related to or resulting from participating or downloading materials or Documents in connection with the Site or the Services. The Site and Services are provided "as-is" and Accdon disclaims any and all warranties, whether express or implied, including without limitation implied warranties of title, merchantability, or fitness for a particular purpose or non-infringement. Accdon cannot guarantee and does not promise specific results from the use of the Site and/or Services.

Without limiting the generality of the foregoing, you acknowledge and agree that Accdon does not: (i) review the substance of Documents submitted to it; or (ii) guaranty the quality, accuracy or results of the Services. No refunds shall be provided except as set expressly agreed to by Accdon.

## **Limitation of liability**

IN NO EVENT WILL ACCDON BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICES, EVEN IF ACCDON IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, ACCDON DISCLAIMS ANY WARRANTIES FOR SERVICES RECEIVED THROUGH OR ADVERTISED ON THE WEB SITE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ACCDON'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF: (A) THE AMOUNT PAID, IF ANY, BY YOU TO ACCDON FOR THE SERVICES; AND (B) TEN DOLLARS (\$10). THE PARTIES AGREE THAT THESE LIMITATIONS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND SHALL SURVIVE ANY REMEDY'S FAILURE OF ESSENTIAL PURPOSE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **Notification of changes**

Accdon reserves the right to modify or amend these Terms and Conditions at any time by notifying you of such changes. The changes will only affect your use of the Services after the effective date of the change unless we clearly express otherwise. Your use of the Services after Accdon provides you with notice of such changes shall be deemed your approval of such changes.

### **Overpayment**

In the case of overpayment, Accdon will provide a credit to your Research Creative account which is not redeemable for cash. The Research Creative credit can be used to submit future service orders.

## **Customer Communications**

By signing up for a free account with Accdon, you are opting in to receive communications from us regarding our products and services, including customer newsletters, special offers and exclusive discounts. You may opt out of these communications at any time by following the “unsubscribe” link at the bottom of any email. For more details about how we collect and use customer information, please visit our Privacy Policy page.

We reserve the right to refuse service to customers who ask us to engage in unethical publishing practices, are verbally abusive toward our Client Management agents, and/or exploit Research Creative services and policies.

## **Credits, Holds and Offsets**

Please be advised that if we receive any claim or threat of a claim, which is related to your use of the Services, we may put a “hold” on any account you have with us, including any monies held on your behalf. Furthermore, to the extent that you owe us any amounts as a consequence your use of the Services or our settlement of any claim made against you, we may, in our sole discretion, deduct all or a portion of such amounts from any amounts held by us in your account. Any such deduction will not relieve you of any obligation to pay the remainder of any amounts due from you to us.

## **Miscellaneous**

This Agreement sets forth the entire agreement between you and Accdon pertaining to your use of the Site and the Services. We reserve the right, at our sole discretion, to change, modify, add, or delete portions this Agreement at any time without further notice. If we do this, we will post the changes to this Agreement on this page and will indicate at the top of this page the new effective date (i.e., the LAST UPDATED date). Your continued use of the Services or the Site after any such changes constitutes your acceptance of the revised Agreement. If you do not agree to abide by this Agreement or any future revised Agreement, do not use or access the Services or the Site. It is your responsibility to regularly review this Agreement. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. Accdon’s failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision.