1. **Introduction.** Please read this page carefully. It contains the terms and conditions (the "Terms and Conditions") governing your access to and use of Soteric Group, LLC’s ("SOTERIC") use of the Web Site and the Services (as each are defined below) provided by SOTERIC. If you do not accept these Terms and Conditions or you do not meet or comply with their provisions, you may not use the SOTERIC Web Site or Services. These Terms and Conditions are effective as of September 1, 2018.  
2. **Binding Agreement.** These Terms and Conditions (as they may be amended from time to time by SOTERIC), form a binding agreement (the "Agreement") between you and SOTERIC. Your access to or use of the SOTERIC Web Site or Services indicates your acceptance of these Terms and Conditions. You are agreeing to use the Site at your own risk.  
3. **Certain Definitions.** The following definitions apply to this Agreement:

1. a. "SOTERIC Materials" includes any materials, methodologies, implementation plans or other intellectual property used during the provision of Services. "Content" includes all Text, Graphics, Design and Programming used on the Site.
   1. "Design" includes the color combinations and the page layout of the Site. "Programming" includes both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server Pages, VBScript, databases, etc.) used on the Site.
   2. "Document" refers to any posting to the Site.
   3. "Graphics" includes all logos, buttons, and other graphical elements on the Site, with the exception of paid advertising banners.
   4. "Client Company" means an entity that is accessing the Site to utilize the Services.
   5. "Services" means any services provided by SOTERIC or its agents described herein.
   6. "User" refers to any individual or entity that uses any aspect of the Site.
   7. "You" or "you" means the person who (or the entity on behalf of whom you are acting) that is agreeing to these Terms and Conditions.
2. **Intellectual Property Rights and Acceptable Use of the Site and Services.**
   1. **General Use Rules.** The Site is intended to inform the public about SOTERIC’s services and to enable the public to contact SOTERIC. You may use the Site only for lawful purposes within the stated context of SOTERIC' intended and acceptable use of the Site. SOTERIC is the sole interpreter of the Site's intended and acceptable use.
   2. **SOTERIC Intellectual Property Rights.** The Site, the SOTERIC Materials and all right, title and interest in and to the Site and SOTERIC Materials are the sole property of SOTERIC or its licensors, and are protected by United States and foreign copyright, trademark and other laws. Except for the limited licenses expressly granted to you in these Terms and Conditions, SOTERIC reserves for itself and its licensors all other rights, title and interest. Without limitation on the foregoing, you may not reproduce, modify, display, sell, or distribute the Content or SOTERIC Materials, or use them in any other way for public or commercial purpose. Notwithstanding anything to the contrary contained herein, this prohibition includes: (a) copying or adapting the HTML code used to generate web pages on the Site; (b) using or attempting to use engines, manual or automated software, tools, devices, agents, scripts robots or other means, devices, mechanisms or processes (including, but not limited to, browsers, spiders, robots, avatars or intelligent agents) to navigate, search, access, "scrape," "crawl," or "spider" any web pages or any Services provided on the Site other than the search engine and search agents available from SOTERIC on such SOTERIC Site and other than generally available third party web browsers (e.g., Internet Explorer, Firefox, Safari); and (c) aggregating, copying or duplicating in any manner any of the Content or information available from the SOTERIC Site, without the express written consent of SOTERIC. The use of the Content on any other web site or in a networked computer environment for any purpose is strictly prohibited. The SOTERIC Materials are not considered to be works for hire. In addition, the "look" and "feel" of the Site (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by SOTERIC' trademarks, service marks and copyrights. Any code that SOTERIC creates to generate or display the Content or the pages making up the Site is also protected by SOTERIC' copyright. You must retain all copyright, trademark, service mark and other proprietary notices contained on the Content or SOTERIC Materials on any authorized copy you make of the Content or SOTERIC Materials. All other product and service marks contained on the Site are the trademarks of their respective owners.
   3. **License to Use by Users who are Client Companies.** SOTERIC hereby grants you a limited, terminable, non-exclusive right to access and use the Site only for your internal business use. This authorizes you to view and download a single copy of the material on the Site solely for your personal use directly related to SOTERIC services. SOTERIC also grants you a limited, terminable, non-exclusive license to use the SOTERIC Materials and Services for your internal use only. You may not sell, transfer or assign any of the Services or your rights to any of the Services provided by SOTERIC to any third party without the express written authorization of SOTERIC. You agree that you are solely responsible for the content of any Document you post to the Site and any consequences arising from such posting. SOTERIC reserves the right to suspend or terminate your access and use at any time if SOTERIC determines that you are in breach of these Terms and Conditions.
   4. **Client Company Materials.** Client Company represents, warrants and covenants that any Materials provided by Client Company for use in connection with the Services will not violate any laws or regulations or third-party proprietary rights, including, without limitation, copyright, trademark, obscenity, rights of publicity or privacy, and defamation laws. Client Company hereby grants SOTERIC a non-exclusive, worldwide, royalty-free license to use the Client Company Materials and to hyperlink to Client Company's website in connection with the Services.
   5. **Other Specific Rules Regarding Site Usage.** You represent, warrant and agree that you (a) are at least 21 years of age or older; and (b) will not use (or plan, encourage or help others to use) the Site for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. It is your responsibility to ensure that your use of the Site complies with these Terms and Conditions and all applicable laws.
   6. **User Submissions.** SOTERIC welcomes your comments regarding the Services and the Site and appreciates hearing from you. Please note, however, that SOTERIC does not accept or consider creative ideas, suggestions, inventions or materials other than those which it has specifically requested. If you submit feedback on the Services, please be specific in your comments and do not submit creative ideas, inventions, suggestions, or materials. If, despite this notice, you send SOTERIC creative suggestions, ideas, drawings, concepts, inventions, or other information (a "User Submission"), you understand and agree that the User Submission shall become the property of SOTERIC. User Submission and any elements contained in User Submissions, shall not be subject to any obligation of confidentiality on SOTERIC' part, and SOTERIC will not be liable for any use or disclosure of any User Submission. SOTERIC shall exclusively own all now known or later discovered rights to the User Submission and shall be entitled to unrestricted use of the User Submission for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.
3. **Disclaimers and Limitations on SOTERIC' Liability.**
   1. **Allocation of Responsibility.** SOTERIC assumes no responsibility for Documents posted by Users and no responsibility for the activities, omissions or other conduct of Users. SOTERIC acts as a portal for the online distribution and publication of User submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring Documents posted by Users. If notified by a User of a Document which allegedly does not conform to these Terms and Conditions, SOTERIC may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of such Document. SOTERIC has no liability or responsibility to Users for performance or nonperformance of such activities. SOTERIC may take any action with respect to User submitted information that it deems necessary or appropriate, in its sole discretion.
   2. **WARRANTY DISCLAIMERS.**
      1. THE SITE IS PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SOTERIC, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. SOTERIC MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE.
      2. WITHOUT LIMITATION ON THE FOREGOING:
         1. SOTERIC DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND THEIR SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, SOTERIC IS NOT RESPONSIBLE FOR THOSE COSTS.
         2. SOTERIC makes no representations or guarantees regarding the truthfulness, accuracy, LEGALITY, completeness, timeliness or reliability of any Documents posted by Users, or of any other form of communication engaged in by Users. Documents may contain inaccuracies or typographical errors. You agree that any reliance on Documents posted by Users, or on any other form of communication with Users, will be at your own risk.
         3. SOTERIC makes no representations or guarantees regarding the Content of the Site, including, but not limited to, broken links, inaccuracies or typographical errors.
         4. SOTERIC MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OF THE SERVICES OR TIMELINESS OF THE SERVICES IN MEETING YOUR OBJECTIVES. SOTERIC DOES NOT GUARANTEE AND IS NOT RESPONSIBLE OR LIABLE FOR ANY BUSINESS, RETENTION AND/OR FEE DECISIONS, FOR WHATEVER REASON MADE, MADE BY YOU.
   3. **DAMAGE LIMITATIONS, ALLOCATIONS OF LIABILITY AND EQUITABLE RELIEF.**
      1. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE INTERNET GENERALLY, AND THE DOCUMENTS OR CLIENT COMPANY MATERIALS THAT YOU POST, PROVIDE OR ACCESS AND FOR YOUR CONDUCT ON AND OFF THE SITE.
      2. IN NO EVENT SHALL SOTERIC (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH SERVICES OR THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITE AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SOTERIC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
      3. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU. IF ANY ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN SOTERIC' MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO US$200.00 IN THE AGGREGATE.
      4. IN NO EVENT SHALL SOTERIC (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS IN THE AGGREGATE OF US$200.00 (OR, IF YOU ARE A CLIENT COMPANY WITH AN AGREEMENT WITH SOTERIC, THE AMOUNTS ACTUALLY PAID BY YOU TO SOTERIC UNDER THIS AGREEMENT IF GREATER THAN US$200.00).
      5. Due to the nature of this Agreement, in addition to money damages, you agree that SOTERIC will be entitled to equitable relief upon a breach of this agreement by you.
   4. **User Authentication.** Because User authentication on the Internet is difficult, SOTERIC cannot and does not confirm that each User is who they claim to be. Because SOTERIC does not and cannot be involved in User-to-User dealings or control the behavior of participants on the Site, in the event that you have a dispute with one or more Users, you release SOTERIC from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
   5. **California Residents.** If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
4. **Links to Other Sites.** SOTERIC may contain links to third party Web Sites. These links are provided solely as a convenience to you and not as an endorsement by SOTERIC of the contents on such third-party Web Site. SOTERIC is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party Web Site. If you decide to access linked third-party Web Site, you do so at your own risk.
5. **Amendments to this Agreement and Changes to Site.** SOTERIC may revise these Terms and Conditions at any time by updating this page. Changes will be binding on you on the date they are posted on the Site (or as otherwise stated in the any notice of such changes). Any use of the Site will be considered acceptance by you of the then­ current Terms and Conditions (including any exhibits thereto) contained on such Site. If at any time you find the Terms and Conditions unacceptable, you may not use the applicable Site any longer. Any new or different terms supplied by you are specifically rejected by SOTERIC unless SOTERIC agrees to them in a signed writing specifically including those new or different terms. SOTERIC may change the Site at any time.
6. **Indemnity.** any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of the Site, any Document posted by you, your use of the Services or your breach of this Agreement. SOTERIC shall use reasonable efforts to provide you prompt notice of any such claim, suit, or proceeding and may assist you, at your expense, in defending any such claim, suit or proceeding.
7. **User Information and Privacy Policy.**
   1. When you register on the SOTERIC Site or in connection with the Services, you will be asked to provide SOTERIC with certain information, including but not limited to, a valid email address ("User Information").
   2. All User Information will be used in accordance with the terms of SOTERIC' Privacy Policy. Please note, as set forth in the Privacy Policy, that SOTERIC may collect certain User Information and may contact Users periodically in accordance with the terms of the Privacy Policy. In addition, SOTERIC reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain User Information. In addition, third parties may retain cached copies of User Information.
8. **Rules regarding Posting, Conduct and Security.**  
   The following rules apply to your use of the Site and/or the Services. The list of rules is for illustration only and is not a complete list of all posting, conduct and security rules.
   1. **Posting Rules:**
      1. You may not post any Document to the Site that contains: (i) copyrighted material (unless you own the copyright or have the owner's permission to post the copyrighted material); (ii) trade secrets (unless you own them or have the owner's permission to post them); (iii) material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; (iv) irrelevant keywords or white text keywords (including any words embedded in the Document and hidden from the User); (v) anything that is discriminatory, sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful; or (vi) anything that is embarrassing or offensive to another person or entity.
      2. You may not use a Document(s) to: (i) impersonate another person, living or dead; (ii) post false, inaccurate or misleading information, opinions or notices (commercial or otherwise) or chain letters; (iii) post advertisements, or solicitations of business (including, but not limited to, email processors, any pyramid scheme or "club membership"); provided, however that SOTERIC may allow posting of certain training and business opportunities.
      3. Your Document(s) must contain sufficient detail to convey clearly to the User the nature and requirements of the consulting opportunity, or, in the case of Users seeking consulting assignments, your qualifications as a candidate. Documents that encourage the User to "email for more details" are not permitted.
      4. Resume postings must contain the accurate resume of a living individual seeking a consulting assignment.
      5. SOTERIC is under no obligation to monitor the Documents posted on the Site, but it may monitor Documents at random. SOTERIC reserves the right (but assumes no obligation) to delete, move or edit any information or postings that it considers unacceptable or inappropriate, whether for legal or other reasons. Documents found to violate the above Posting Rules may be removed at SOTERIC' sole discretion.
   2. **Conduct Rules:**
      1. You may not respond to postings by other Users in any manner or for any purpose other than that which is expected. Communications soliciting the Client Company's business are prohibited.
      2. You may not send unsolicited commercial email to Users.
      3. You may not delete or revise any material posted by any other person or entity.
      4. (If at any time SOTERIC comes to the understanding that you: (i) misled SOTERIC regarding your business practices and/or services, or (ii) purchased services that do not represent your precise business, SOTERIC reserves the right to terminate your Agreement.
   3. **Security Rules:**
      1. Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mail bombing" or "crashing"; (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
      2. Violation of these Security Rules may result in civil or criminal liability. SOTERIC will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.