

Leadership Reality Check, LLC

Terms of Service

Last Updated Date: July 25, 2023

Please read these Website Terms of Service (“Terms”) carefully before using any website and any services made available via such website(s) (collectively, the “Site”) owned or operated by Leadership Reality Check, LLC and or its affiliate(s) (collectively, “LRC”). These Terms govern your use of the Site that links to these Terms. By accessing, using, downloading, or logging into the Site, you agree to these Terms. If at any time you do not agree with any of these Terms, you must immediately stop using the Site. These Terms are subject to change by LRC, in its sole discretion, at any time, without prior notice. Any changes to these Terms will be in effect as of the “Last Updated Date” referenced in these Terms. By accessing, using, downloading, or logging into the Site after the “Last Updated Date”, you agree to the changes to these Terms.

Please also carefully review our [Privacy Policy](#), as it also governs your use of the Site and certain of our activities and is incorporated by reference into these Terms of Service.

I. Intellectual Property

Except as may otherwise be provided, the Site and the content included in or made available through the Site, such as text, graphics, logos, images, sounds, videos, digital downloads, data compilation, software, and documents, are the exclusive property of LRC, its licensors and content providers and are protected by United States and international intellectual property laws. All rights, title and interest not expressly granted with respect to the Site and content provided on or made available through the Site are reserved and retained by LRC, its licensors and content providers.

The LRC graphics, logos, designs, page headers, button icons, scripts, trademarks, and service names are the trademarks or trade dress owned by LRC and may not be used in any manner without the prior written permission of LRC. All other names, logos, product and service names, designs and slogans that may appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by LRC.

Certain content and materials made available through the Site and our services are protected by copyright law. Aside from Submissions and other third-party materials, all materials and other information on our Site, including but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations, and software are the exclusive property of LRC and/or its licensors and are protected by all United States and international copyright laws.

II. Access and Use of the Site

When you access or use the Site, you agree to use the Site only for purposes that are permitted by these Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. In addition, you agree that you are solely responsible for any breach of your obligations under these Terms and for the consequences of any such breach. As a condition of your use of the Site, you warrant to LRC that you will not use the Site for any purpose that is unlawful or otherwise prohibited by these Terms. Whether on behalf of yourself or on behalf of any third party, you agree not to:

- Access or attempt to access or use the Site other than through the interface that is provided by LRC, or through user accounts of others, unless you have specifically been permitted to do so in a separate written agreement signed by an authorized representative of LRC;
- Access or attempt to access or use the Site, or any portion thereof, through any automated means, including but not limited to the use of scripts or web crawlers;
- Engage in any activity that disrupts or otherwise interferes with the Site (or the servers and networks which are connected to the Site), or the use of the same by others, as determined in LRC's sole discretion;
- Scrape, duplicate, reproduce, copy, republish, license, sell, trade or resell the Site or any of its content for any purpose, unless you have specifically been permitted to do so in a separate written agreement signed by an authorized representative of LRC;
- Divert or attempt to divert LRC customers to another website, mobile application, or service;
- Sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms; Send unsolicited or unauthorized emails;
- Spam or send unsolicited or unauthorized emails;

- Use the Site to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, including but not limited to privacy rights;
- Use the Site to store or transmit malicious code or malware, or to engage in phishing or other fraudulent activity;
- Restrict or inhibit any other person from using the Site;
- Modify, adapt, translate, reverse engineer, probe, scan, test, decompile, or disassemble any portion of the Site except and to the extent required by third party licensing terms governing use of certain open-source components that may be included;
- Attempt to do anything, or encourage, assist, or allow any third party to do anything in violation of these Terms; or
- Use a false email address, impersonate any person or entity, or falsely state or imply or otherwise misrepresent your affiliation with any person or entity in connection with the Site.

III. Accounts

It is your responsibility to ensure your computer system or device meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site. To access certain services, features, portions, or content on the Site, you may be required to create an account and specify a password. To create an account, you must be at least 18 years old and you must provide current, complete, truthful, and accurate information as prompted by the applicable registration form. If your information changes at any time, you agree to update your account to reflect those changes.

If your LRC account is assigned and/or managed by your employer or a third party, then additional terms may apply to your use of the Site, and your employer or the third party may be able to access or disable your account with or without LRC's involvement and may have information relating to your access and use of the account shared with them.

If you create an account or an account is created for you, you may not share your account with anyone else and you agree to treat your account information as confidential and must not reveal the information to anyone. You are responsible for maintaining the confidentiality of and preventing the unauthorized use of your account information and for all activities that occur under your account. You must immediately notify LRC of any confidentiality breach or unauthorized use of your account or your account information. LRC reserves the right to suspend, disable, deactivate, or block your account, at any time, for any lawful reason.

IV. Submissions

You and other users of the Site may have the ability to post, upload, input, submit or otherwise make available (“Posting”) certain information, content, or materials, including testimonials, reviews, posts, comments and other user-generated content, pictures, and documents through the Site (each a “Submission(s)”). A Submission reflects only the opinions or reviews of the user who made the Submission available and does not reflect the opinions of LRC, regardless of whether or not the user is affiliated with LRC. Submissions are made available for your general knowledge only and should never be relied upon. By Posting your Submission(s), you grant to LRC, to the maximum extent permitted under applicable law, an irrevocable, perpetual, sublicensable, transferable, nonexclusive, and royalty-free, and worldwide license, without additional consideration to you or any third party, to copy, reproduce, distribute, transmit, perform and display (publicly or otherwise), create derivative works of, adapt, modify, edit, translate, reformat, and otherwise use, analyze and exploit such Submission, in any medium or form now existing or later developed, and for any purpose; to publish (or not publish) your name in connection with your Submission(s); and the right to sublicense such rights to others, including LRC’s affiliates and any suppliers of the Site and/or our services.

By Posting a Submission, you represent and warrant: that you own, control, or have otherwise secured, all of the rights to your Submission, including the content therein, and the Posting thereof; that the content is complete and accurate and is not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party; to the extent that the content contains any intellectual property, including, without limitation, trademarks, patents, rights of publicity, copyrights to any creative works, including, without limitation, text, audio, video, software code, artwork, images, photographs, pictures or any other content in whole or in part that is protected by any intellectual property laws (collectively, “Submitted IP”), that you are the copyright owner of such Submitted IP, or that the copyright owner of such Submitted IP has granted you permission to use such Image or any content and/or images contained in such Submitted IP consistent with the manner and purpose of your use and as otherwise permitted by these Terms; that you have the rights necessary to grant the licenses and sublicenses described in these Terms; that use of the Submission(s) you supply does not violate this policy, does not infringe upon the intellectual property rights of any person or entity, and will not cause injury to any person or entity; and that you will indemnify LRC for all claims resulting from your Submission(s).

LRC has the right, but not the obligation, in its sole discretion, at any time, to monitor, evaluate, analyze, edit, move, alter, or remove Submissions. LRC takes no responsibility and assumes no

liability for any Submissions by you or any third party. You are solely responsible for any Submission(s) you post.

V. Feedback

If you provide or otherwise make available to LRC any suggestions, enhancement requests, recommendations, corrections, or other feedback (“Feedback”), whether related to the Site or otherwise, then these Terms and Additional Terms applicable to Submissions will also apply to such Feedback, and you hereby acknowledge and agree that such Feedback is not confidential information and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place LRC under any fiduciary or other obligation. For Feedback not governed by these Terms or Additional Terms, you hereby grant to LRC an irrevocable, perpetual, sublicensable, transferable, non-exclusive, and royalty-free, and worldwide license, to use or incorporate into its products and services any Feedback. LRC shall have no obligation to use Feedback, and you shall have no obligation to provide Feedback.

VI. External Links

The Site may include links to third party sites; such linked sites are not under LRC’s control and LRC is not responsible for the contents of any linked sites, or any links contained in any linked sites, or any changes or updates to such sites. LRC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of, or affiliation with, any third-party site by LRC. LRC reserves the right to remove any links at any time. YOUR USE OF THIRD-PARTY SITES IS AT YOUR OWN RISK AND IS SUBJECT TO ANY TERMS, CONDITIONS, AND POLICIES APPLICABLE TO SUCH THIRD-PARTY SITES.

VII. Notices of Copyright and Other Intellectual Property

Infringement

If you believe that material on the Site infringes your intellectual property rights, you may request the removal of the material by emailing info@backbayec.com.

VIII. Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PROGRAMS, OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN THESE TERMS, ADDITIONAL TERMS, AND/OR ANY AGREEMENT. LRC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, OUR VENDORS SUPPORTING THE SITE, OR THE INFORMATION, CONTENT, MATERIALS, PROGRAMS, OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, LRC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PROGRAMS, OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE.

The Site makes use of an application programming interface, or API, which is a way for two or more computer programs to communicate with each other. Among other things, this API allows use of other programs, including artificial intelligence (AI) programs, in connection with use of the Site. AI is recognized as an emerging and powerful technology and it may be useful when utilized in connection with the Site. However, AI is in the early stages of development and, as such, may produce inaccurate results. Therefore, if you use AI applications in connection with the Site, you should expect errors and carefully check the accuracy of the information generated before you release it to a client. ACCORDINGLY, WE MAKE ALL DISCLAIMERS IN THE FOREGOING PARAGRAPH WITH REGARD TO THE USE AND ACCURACY OF AI GENERATED MATERIAL PRODUCED IN CONNECTION WITH USE OF THE SITE.

Your use and access to the Site may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. LRC is not responsible for any delays, failures or other damage resulting from such problems.

IX. Limitation of Liability

IN NO EVENT SHALL LRC BE LIABLE FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN AN ACTION IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR ANY CONTENT, MATERIALS, OR INFORMATION MADE AVAILABLE ON OR THROUGH THE SITE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X. Indemnification

To the fullest extent permitted by law, you agree to indemnify, release, and hold harmless LRC and its directors, officers, employees, and contractors for any third party claims, demands, suits, proceedings, liabilities, losses, damages, judgements, fines, or costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to: (a) your violation or alleged violation of these Terms; or (b) your Submissions.

XI. Applicable Law

These Terms and any dispute arising out of or related to these Terms shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules.

XII. Modification, Termination, and Severability

LRC reserves the right to modify the Site, including adding, amending, suspending, or removing functionality, features, material, and content on the Site, and these Terms at any time, without notice. All provisions of these Terms which by their nature should survive termination shall survive the termination of your use and access to the Site, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, such condition(s) shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. LRC may terminate your privilege to use or access the Site immediately and without notice for any reason whatsoever. Upon such termination, you agree to immediately cease accessing or using the Site and agree not to access or make use of, or attempt to use, the Site. Furthermore, you acknowledge that LRC reserves the right to take

action -- technical, legal, or otherwise -- to block, nullify, or deny your ability to access the Site. You understand and agree that LRC may exercise this right in its sole discretion, and this right shall be in addition to, and not in substitution for, any other rights and remedies available at law or in equity to LRC.