



95 Percent Group Inc.

Terms of Use Agreement

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95 Percent Group Inc. is providing User with access to online courses accessed via the Internet. User must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for User’s access to the Internet, and (3) pay any fees related to such connection. Connections with less than broadband speed will likely experience unsatisfactory playback of video.

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4. Indemnification

User agrees to indemnify and hold 95 Percent Group Inc., its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Service, the website or the Content the violation of this Agreement, or infringement by User, or other user of the Service, the website or the Content using User's computer, of any intellectual property or any other right of any person or entity.

5. Modifications and Interruption to Service

95 Percent Group Inc. reserves the right to modify or discontinue the website, the Service or the Content with or without notice to the User. 95 Percent Group Inc. shall not be liable to User or any third party should 95 Percent Group Inc. exercise its right to modify or discontinue the Service. User acknowledges and accepts that 95 Percent Group Inc. does not guarantee continuous, uninterrupted or secure access to our website and operation of our website, the Service or the Content may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

6. Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Users to review said privacy policies of third-parties' sites.

7. Registration and Passwords

We may offer users the ability register for the Service, workshops or for other purposes. You agree to provide true, accurate, complete and current information about yourself when registering and to update the information as needed to keep it true, accurate, complete and current. You acknowledge that we reserve the right to refuse to grant you a username that is already in use, may be illegal, may be protected by trademark or other proprietary interest, is obscene or profane or otherwise determined by us, in our sole discretion, to be inappropriate. You agree to be responsible for all acts and omissions that occur in connection with your password. It is your responsibility to maintain the confidentiality of the password and you are responsible for all activities that occur under your user name and password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. We are not and will not be responsible for any loss or damage resulting from your failure to protect your username and password.

8. Interactive Sections of Website

Certain sections of this website allow you to ask questions, post information or to participate in online discussions. 95 Percent Group does not control the communications or information provided by users of these features.

As a condition of your use of these interactive features, you agree not to:

- Upload, post, e-mail, transmit or otherwise make available any unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, libelous, obscene, profane, pornographic or other inappropriate information of any kind, or any material that may constitute or encourage any illegal or improper act which might give rise to any civil liability or criminal offense, or otherwise violate any state, federal, local or international law.
- Upload, post, email, transmit, or otherwise make available any material which infringes the copyright, intellectual property rights or privacy rights of any other party without first obtaining permission from the owner of those rights.
- Share any confidential information which you do not have the right to share under any law or under any contractual or fiduciary relationships.
- Upload, post, email, transmit, or otherwise make available any material which contains a virus, code, file, program or other components designed to limit, interrupt, destroy or interfere with the functionality of any computer or telecommunications equipment or software.
- Upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, whether commercial or otherwise.

All Content furnished by you or other users of this website is the sole responsibility of the person furnishing the information. You understand that 95 Percent Group is not obligated to monitor any interactive sections of this website where users may post messages or supply information. However, 95 Percent Group reserves the right to modify, edit or remove any posting or other information, in whole or in part, at any time for any reason. 95 Percent Group further reserves the right to disclose any posting or other information provided by users if 95 Percent Group, in its sole discretion, believes such disclosure is reasonably necessary to comply with any law, regulation or court order or if the disclosure is necessary to protect the rights, property or safety of 95 Percent Group, its employees, its users or the public. 95 Percent Group assumes no responsibility for the accuracy, completeness, applicability, analysis, or timeliness of the information or for any loss or damage that may occur as a result of relying on information on this website.

9. Governing Jurisdiction of the Courts: Illinois

Our website is operated and provided in the State of Illinois. As such, we are subject to the laws of the State of Illinois, and such laws will govern this Agreement, without giving effect to any choice of law rules. You agree that any action or proceeding arising out of or related to this Agreement shall be brought only in the Circuit Court of Cook County, Illinois or the United States District Court, Northern District of Illinois, Eastern Division, and the parties hereby consent to such venue and to the jurisdiction of such courts over such proceeding and themselves. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State Illinois.

10. Compliance with Laws.

User assumes all knowledge of applicable law and is responsible for compliance with any such laws. User may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, 95 Percent Group Inc. designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:
95 Percent Group Inc.
P.O. Box 465
Lincolnshire, IL 60069

By Telephone: 847-499-8200

By Email: dhall@95percentgroup.com

13. Botnets

95 Percent Group Inc. retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, 95 Percent Group Inc. reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

14. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by 95 Percent Group Inc., in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a user. 95 Percent Group reserves the right to investigate complaints or reported violations of these Terms of Use and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. You acknowledge that 95 Percent Group will have the right to report to law enforcement authorities any action that may be considered illegal, as well as any reports it receives of such conduct. When requested, 95 Percent Group will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity.

95 Percent Group reserves the right to seek all remedies at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address to this website and its features.

User agrees that by accepting this Terms of Use Agreement, user is consenting to the use and, under certain circumstances, disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement, which may be found online at www.95percentgroup.com/privacy_policy.