

## TERMS OF USE

Welcome to the Corporate Consulting's Website.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

### 1. **Binding Agreement**

Your use of this website and the applications, services, information and other materials available on and through the website, including but not limited to rstmm.com and any other similar sites owned, operated, and managed by Bayne Henyon & Associates, Inc. d/b/a Corporate Consulting, its subsidiaries, affiliates, or business contractors (collectively "Corporate Consulting") (such applications, services, information, other materials, and the website itself shall be referred to collectively as the "Site") is subject to the terms and conditions set forth herein, as well as any other notices, disclaimers, or restrictions posted on the Site (collectively, the "Terms of Use").

**PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE SITE, YOU AGREE TO ADHERE TO AND BE BOUND BY THESE TERMS OF USE, AS THESE TERMS OF USE MAY BE MODIFIED FROM TIME TO TIME IN THE SOLE DISCRETION OF CORPORATE CONSULTING. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE, YOU ARE NOT PERMITTED TO USE THE SITE.**

Each time you enter in a login ID and password on the Site or access the Site through any means, (1) you represent that you have been authorized to use the Site by Corporate Consulting; (2) you represent that you are the user assigned to use the login ID and password that is accessing the Site ("User") and (3) you agree to be bound by the Terms of Use. Use of the Site is restricted to Corporate Consulting and its authorized users. Unauthorized use of the Site including, but not limited to, unauthorized entry into the Site, misuse of passwords, or misuse of any information within the Site is strictly prohibited.

### 2. **Intellectual Property**

You acknowledge and agree that Corporate Consulting shall own all worldwide right, title, and interest in and to the Site and any applications, services, text, graphics, multimedia content, or other information, data, content or material available on or through the Site, and all related code provided through the Site, any modifications, updates, upgrades, copies, derivative works, augmentations or customizations of the foregoing (collectively, "Materials"), including all worldwide intellectual property rights to the same, including without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, rights of publicity and privacy and other proprietary rights. All rights not expressly granted to you herein are expressly reserved to Corporate Consulting.

Modification of the Materials or use of the Materials for any purpose other than that expressly permitted herein or otherwise on the Site is a violation of copyright and other proprietary rights and the use of any such Material on any other website or computer environment is strictly prohibited.

### **3. Ownership; Copyright; Trademarks**

The Materials, as well as the organization and layout of the Site, are copyrighted and are protected by United States and international copyright laws and treaty provisions. You may access, download and print materials on the Site solely for your personal and non-commercial use, however, any printed copy of this Site, or portions of the website, must include Corporate Consulting's copyright notice. No right, title or interest in any of the materials contained on this website is transferred to you as a result of accessing, downloading, or printing such materials. Unless otherwise specified, you may not copy, modify, distribute, transmit, display, reproduce, publish, license, create derivative works from, link to or frame in another website, use on any other website, transfer or sell any information obtained from this website, without written permission from Corporate Consulting. The foregoing prohibition expressly includes, but is not limited to, the practices of "screen scraping" or "data mining" to obtain lists of users, statistics, or other information.

All contents of Corporate Consulting's website(s) are Copyright © 2018 Corporate Consulting, and/or its content providers, advertisers, sponsors and suppliers. All rights reserved.

The "CCC" Mark and associated logos and service marks constitute trademarks of Corporate Consulting. All of the trademarks, service marks, and logos associated with The CCC mark ("the Trademarks") and displayed on the Site are registered and/or unregistered trademarks of Corporate Consulting, its affiliates, or third parties. Nothing in the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right in and to the Trademarks. Any use of the Trademarks is expressly prohibited except as expressly provided by Corporate Consulting.

All other trademarks, service marks and logos used on this Site, with or without attribution, are the trademarks, service marks or logos of their respective owners.

### **4. Procedures for Claimed Copyright, Trademark, or other Intellectual Property Infringement**

We respect the intellectual property rights of others, and ask that you do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, in accordance with the Digital Millennium Copyright Act or any other form of intellectual property infringement, please provide the following information to our agent:

- (1) an electronic or physical signature of the person authorized to act on behalf of the copyright owner or other evidence of ownership in the claimed intellectual property;
- (2) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (3) a description of where the material you claim is infringing is located on the Site;
- (4) your address, telephone number, and email address;
- (5) a statement that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;

(6) a statement made by you, under the penalty of perjury, that the above information in your notice is accurate and that you are the owner of the intellectual property rights you claim has been infringed or that you are duly authorized to act on the intellectual property owner's behalf.

Our agent may be contacted and all notices pursuant to this provision must be sent via certified mail as follows:

CORPORATE CONSULTING  
Attn: Brett Henyon, President  
301 3rd St., N.E.  
Charlottesville, VA 22901

Copy to (via certified mail):

Kristina M. Hofmann  
Attorney at Law  
Payne & Hodous, L.L.P.  
414 East Jefferson Street  
Charlottesville, VA 22902

Copies of such notice may be sent electronically in addition to the required written notice set forth above to the following e-mail addresses:

- (1) brett@rstmm.com; and
- (2) kmhofmann@paynehodous.com

## **5. Third Party Content; Third Party Sites**

You understand and agree that Corporate Consulting may offer information and services provided by third-parties who are not employed by Corporate Consulting. Corporate Consulting is not responsible or liable for any acts or omissions created, caused, or performed by these third parties.

Corporate Consulting may include on the Site third-party advertisements or information about commercial services. Corporate Consulting does not endorse any product or service advertised on the Site. The Site may contain hyperlinks to other websites that are not operated by Corporate Consulting. Corporate Consulting does not control these websites and is not responsible for their contents, nor should the existence of such links be construed as an endorsement of the material appearing on such sites or as implying an association between Corporate Consulting and their operators. Such hyperlinks are provided for your reference only.

Corporate Consulting does not endorse, is not responsible for, and makes no warranty or representation as to the quality or performance of the advertisers or the services offered in connection with such advertisements. Corporate Consulting advises you to carefully review each third party advertiser and/or service offering prior to engagement with any third party advertiser or service provider.

**CORPORATE CONSULTING ASSUMES NO RESPONSIBILITY AND MAKES NO REPRESENTATIONS, WARRANTIES, RECOMMENDATIONS, ENDORSEMENTS OR APPROVALS WITH REGARD TO INFORMATION ON THIS SITE.**

It is your responsibility to evaluate and confirm the information, opinions, advice, or other Material available through the Site, whether posted or provided by third parties or Corporate Consulting.

By developing content through the Site or providing any other information to Corporate Consulting in any form or manner including uploads, e-mailing, or written requests, you grant to Corporate Consulting a non-exclusive, worldwide, royalty-free, perpetual license for any use to any information (including but not limited to text, graphics, video, and sound), notes, message or billboard postings, ideas, suggestions, concepts or other material (all such content being referred to as "User Content"). You hereby grant to Corporate Consulting the right to sublicense, copy, distribute, transmit, create derivative works of, publicly display and publicly perform all such User Content and any material or other information (including ideas for new and improved products). When you submit, post, request that material be placed on the Site, in any form or manner, you agree that Corporate Consulting has the right to publish or use the material for any use, including, without limitation, promotional and advertising purposes.

**6. User Representations, Warranties And Covenants**

You represent, warrant and covenant to Corporate Consulting that:

(1) You will comply at all times with all applicable federal, state, and local laws, rules and regulations in your use of the Site and your use or disclosure of any data, information, or materials you submit to or receive through the Site;

(2) You will not use the Site for any purpose which is improper, unlawful, abusive, harassing, libelous, defamatory, obscene, threatening, or which violates the Terms of Use;

(3) You will not, nor will you permit any other person, corporation or entity within your control, without the prior written consent of Corporate Consulting to: (i) copy, duplicate or grant permission to use the Site or any part thereof; (ii) create, attempt to create, or grant permission to the source program, object program, or code associated with any software component of the Site; (iii) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Site; (iv) decompile or disassemble any software or other component of the Site or any report or document generated therefrom; (v) engage in any reverse engineering of the Site; (vi) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Site; (vii) export any application provided hereunder or any portion of the Site; or (viii) use the Corporate Consulting name including The CCC Mark, URL, Trademarks, or use the Corporate Consulting Server, or other materials in connection with, or to transmit, any "spam." For the purposes of this agreement, "spam" has the meaning generally understood among Internet users;

(4) Any transmission of data from your computer equipment or system will be free from (i) intentionally injurious instructions (e.g. "viruses") that are designed to modify, damage,

delete or disable the Site or any applications thereon; (ii) any hidden passwords that permit unauthorized access to the data or the Site, or (iii) any embedded code that could trigger, shut down or disable the Site;

(5) You have all regulatory approvals, authorizations, licenses, permits, and other permissions, consents and authorities whatsoever needed to use the Site and perform your obligations hereunder; and

(6) You will comply with the security measures set forth in Section 11 below under the heading "Security."

## **7. DISCLAIMER OF WARRANTIES**

You acknowledge that there are certain security, corruption, transmission error and access availability risks with using open networks such as the Internet and you expressly assume such risks. Corporate Consulting intends that the information contained in or on the Site be accurate and reliable; however, errors and inaccuracies sometimes occur. In addition, Corporate Consulting may make changes, modifications, additions, deletions and improvements to the information provided herein at any time. Accordingly, Corporate Consulting cannot and does not warrant:

(1) the safety, reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of information on the Site,

(2) freedom from human and machine errors, omissions, delays, interruptions or losses, including loss of data.

(3) downloads from this Site are free from infection by viruses, worms, Trojan horses or other code that may harm your computer or system.

(4) uninterrupted or error-free or that defects will be corrected.

Users are responsible for implementing and maintaining adequate procedures and safeguards to ensure data is accurate and to make backup copies of all information supplied to Corporate Consulting.

**THE SITE AND ANY APPLICATIONS, SERVICES, MATERIALS OR INFORMATION CONTAINED WITHIN THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CORPORATE CONSULTING DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM THE COURSE OF DEALING OR PERFORMANCE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND ANY SITE-RELATED SERVICES OR INFORMATION OR MATERIALS.**

In addition, Corporate Consulting does not warrant that the functions on the Site will be uninterrupted or error-free, that defects in or on the Site will be corrected, or that the Site or the server that makes the Site available are free of viruses or other harmful components. Corporate Consulting does not warrant or make any representations regarding the Site or results of the use of the Site, specific services or applications provided through the Site, or any materials or information on the Site, in terms of their correctness, accuracy, reliability, legal compliance or otherwise. You (and not Corporate Consulting) assume the entire risk of any reliance on these materials. Under no circumstances will Corporate Consulting be liable in any way for any materials, for any errors or omissions in any materials or information, or for any loss or damage of any kind incurred as a result of the use of any materials, information, emailed or otherwise received or transmitted via the Site.

## **8. Limitation Of Liability**

Under no circumstances shall Corporate Consulting, its affiliates or its subsidiaries, or the respective officers, directors, agents, employees, sponsors, and other partners of each be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages, whether based in contract, tort or otherwise, arising out of or relating in any way to the Site, the services available on the Site, information contained within the Site, or reliance on any information, materials or results provided to or received through the Site, even if Corporate Consulting has been advised of the possibility of such damages. Your sole remedy for dissatisfaction with the Site or Site-related services, applications, materials or information is to stop using the Site and those services, applications, materials or information.

Neither Corporate Consulting nor its content providers will be responsible or liable to any person or entity whatsoever, including (without limitation) persons who may use or rely on such data or materials, or to whom such data or materials may be furnished, for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from any information or opinions provided at the site.

## **9. Indemnity**

You agree to indemnify, defend and hold Corporate Consulting and its subsidiaries, affiliates, and the respective officers, directors, agents, partners, sponsors, employees and independent contractors of each harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content, data, materials or information you submit, post to or transmit to or through the Site, your use of the Site or reliance upon any Materials provided through the Site, your connection to the Site, your violation of the Terms of Use, your use or disclosure of any content, data, materials or information received through the Site, your negligence, omissions or misconduct, your violation of any rights of another party, or your participation in or conducting of any transaction (or failure to conduct or complete a transaction) through the Site. This provision shall survive the expiration or termination of the Terms of Use.

You agree to indemnify Corporate Consulting and its officers, directors, employees, agents, distributors and affiliates from and against any and all third-party claims, demands,

liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of any of the foregoing agreements, representations and warranties.

#### **10. Confidential Information**

You agree to comply with all privacy and data protection laws, rules, and regulations which are or which may in the future be applicable to your use of the Site or any applications, data, or information provided on or through the Site.

#### **11. Security**

Use of the Site is restricted to Corporate Consulting and its authorized users. Unauthorized use of the Site including, but not limited to, unauthorized entry into the Site, misuse of passwords, or misuse of any information within the Site is strictly prohibited. You agree to keep your login id confidential and to immediately notify Corporate Consulting if you learn that the security of your login id and/or password has been compromised and/or if you suspect that anyone other than yourself has accessed the Site with your login id and password.

You agree not to use any functions on the Site which you are not authorized to use.

#### **12. Privacy**

We respect your personal privacy. Registration data and certain other information about you are subject to our privacy policy. For more information, see our full privacy policy at **WWW.RSTMM.COM**. You understand that through your use of this website you consent to the collection and use (as set forth in the privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Corporate Consulting.

#### **13. Modification Or Termination Of The Site**

Corporate Consulting reserves the right to withdraw, suspend or discontinue at any time and from time to time the Terms of Use, any Materials available on the Site and any functionality or features in or on the Site, including the cessation of all activities associated with the Site, with or without notice. Corporate Consulting reserves the right to change or modify the Terms of Use at any time. Any change or modification made by Corporate Consulting will be effective immediately upon posting on the Site and your continued use of the Site means that you have agreed to accept any changes or modifications made by Corporate Consulting.

#### **14. Termination**

Corporate Consulting reserves the right to cancel, without obligation, the account-holder status of any Visitor/User of any Corporate Consulting service at any time for any reason, including a Visitor/User's breach of these Terms of Use or the terms and conditions of any service for which the Visitor/User may have registered.

You acknowledge and agree that Corporate Consulting may terminate your access to this website or any other website operated or owned by Corporate Consulting including but not

limited to rstmm.com should you fail to comply with this Agreement. Any such termination shall be in Corporate Consulting's sole discretion and may occur with or without notice. Corporate Consulting further reserves the right to terminate any user's access to this website for any conduct that Corporate Consulting, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to Corporate Consulting or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. Corporate Consulting further reserves the right to terminate any user's access to this website for any reason or for no reason at all, in Corporate Consulting's sole discretion, with or without notice.

**15. Governing Law And Jurisdiction**

The Terms of Use shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia, as it is applied to agreements entered into and to be performed entirely within Virginia and without giving effect to any principles of conflicts of laws.

**16. Severability**

If any part(s) of these Terms of Use are 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.

**17. Notices/Reports of Violations**

Statements, notices and other communications to you may be made by mail, email, postings within your account or other reasonable means. Corporate Consulting may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices generally on the Site.

Please report any violations or send any notices regarding potential violations or concerns regarding your or other user's use of the Site to Corporate Consulting as follows:

CORPORATE CONSULTING  
Attn: Brett Henyon, President  
301 3rd St., N.E.  
Charlottesville, VA 22901

Copy to:

Kristina M. Hofmann  
Attorney at Law  
Payne & Hodous, L.L.P.  
414 East Jefferson Street  
Charlottesville, VA 22902



**18. Acknowledgement of User**

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL RELATED SITE SCREENS REFERENCED AND INCORPORATED IN THIS AGREEMENT AND THAT YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED THEREIN. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY REVIEWED AND UNDERSTAND ALL ASPECTS OF THIS AGREEMENT AND THE DESIRABILITY OF USING THE SITE AS CONTEMPLATED IN THIS AGREEMENT AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.**