

TERMS OF USE

Last Updated: SEPTEMBER 8, 2023

Marketing House ("Marketing House") provides this website ("Site") to you for your informational use. The following Terms of Use govern your access and use of this Site. Please read these Terms of Use carefully before using this Site.

When used in these Terms of Use, "we" and "our" means Marketing House, and "you" and "your" refers to any individual, company, or legal entity that accesses or otherwise uses this Site.

1. ACCEPTANCE OF TERMS OF USE

By entering, exploring, or utilizing this Website, you consent to be held by these Terms of Service and all terms and conditions embedded within or referred to herein, or any supplementary terms and conditions presented on this Site. If you do NOT concur with all of these terms, it is advisable NOT to access or use this Site.

2. MODIFICATION OF TERMS

These Terms of Use may be amended by Marketing House, in its sole discretion, at any time without notice to you. The "Last Updated" at the top of this page indicates when this policy was last revised. Such amended Terms of Use shall be effective upon posting. By continuing to access or use this Site, you will be deemed to have accepted such amendments. You are advised to regularly review any applicable terms and conditions.

3. PRIVACY NOTICE

Personal information provided through this Site shall be used in accordance with Marketing House's Privacy Notice and these Terms of Use are subject to the Privacy Notice as posted on this Site.

4. COPYRIGHT AND TRADEMARKS

You recognize that all the materials on this Site, including but not limited to its layout, visual elements, written content, audio, visual media, user interfaces, heading styles, customized graphics, icon buttons, coding, applications, trademarks, service marks, business names, trade appearance, logos, and other data, materials, and contents provided on this Site (collectively referred to as the "Content"), are either owned, controlled, or licensed to Marketing House.

Except as expressly authorized in these Terms of Use, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works, or otherwise use any of the Content in any form or by any means, without the prior written authorization of Marketing House.

Marketing House grants you permission to access and download the Content, with the condition that (i) you exclusively use the Content for your personal, non-commercial purposes, (ii) you maintain all copyright and other proprietary notices within it, and (iii) you refrain from altering or adjusting the Content in any manner. All rights to the Content, not explicitly provided in these Terms of Use, are explicitly retained by Marketing House.

5. LINKS TO THIRD PARTY WEBSITES

The inclusion of links to third-party websites on our Site is purely for your convenience and should not be construed as an endorsement by Marketing House. By clicking on these links, you will be redirected away from our Site. We do not assume any responsibility for the examination or assessment of these third-party sites. You acknowledge that Marketing House and its affiliates will not be responsible or liable for any content, goods, or services provided on or through these outside websites or for your use of or inability to use such websites.

Your utilization and access to these third-party websites are entirely at your own risk. Marketing House strongly recommends that you make yourself aware of and read the legal and privacy notices of all the third-party websites that you visit.

6. DISCLAIMER OF WARRANTIES

Marketing House strives to provide accurate and up-to-date material on this Site. However, we make no warranties or representations as to the accuracy or timeliness of the Content on this Site.

THE SITE AND THE CONTENT CONTAINED ON THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. IPG 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. MARKETING HOUSE MAKES NO WARRANTY THAT (I) THE SITE WILL MEET YOUR REQUIREMENTS, (II) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (IV) THE SITE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) ANY ERRORS IN THE SITE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE IS PROVIDED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SITE, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM COMPUTER VIRUSES.

SOME JURISDICTIONS MAY NOT PERMIT CERTAIN DISCLAIMERS OF WARRANTIES, SO SOME OF THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, WE DISCLAIM WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

7. DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY

NEITHER MARKETING HOUSE NOR ITS PARTNERS SHALL, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY HARM OF ANY SORT RESULTING FROM, IN CONNECTION WITH, OR RELATED TO YOUR USE OF, OR INABILITY TO USE THIS WEBSITE OR ANY MATERIALS, OR ANY OTHER WEBSITE YOU VISIT THROUGH A LINK FROM THIS SITE OR ANY ERRONEOUS OR INACCURATE INFORMATION ON THIS SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL FORMS OF HARM, INCLUDING DIRECT, INDIRECT, PARTICULAR, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF UTILIZATION, DATA LOSS, BUSINESS LOSS, FINANCIAL LOSS, OR PROFIT LOSS), WHETHER IT STEMS FROM A CONTRACT BREACH, WARRANTY BREACH, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER CAUSE, EVEN IF MARKETING HOUSE HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH HARM OR LOSS. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU EXPLICITLY WAIVE ALL CLAIMS AGAINST MARKETING HOUSE AND ITS PARTNERS, AS WELL AS THEIR EXECUTIVES, DIRECTORS, WORKERS, SUPPLIERS, AND PROGRAMMERS THAT MAY ARISE FROM YOUR USE OF THIS WEBSITE.

8. INDEMNIFICATION AND RELEASE

You commit to holding Marketing House and its affiliated entities harmless, and you agree to indemnify and defend them against any and all claims, demands, actions, losses, expenses, damages, and costs, including reasonable legal fees, arising from your use of the Site or your actions on it. This includes any activities related to your use of the Site, any messages or content you submit, your violation of these Terms of Use, any infringement of another's rights, or the termination of your access to the website.

In the event of a dispute with one or more users, you absolve Marketing House and its affiliated companies from any claims, requests, and damages (both direct and indirect) of any kind, known or unknown, arising from or connected to such disputes.

9. NO UNLAWFUL OR PROHIBITED ACTIVITY

By using this Site, you agree to abide by these terms and conditions, committing not to engage in any illegal or prohibited activities. You acknowledge your responsibility for your actions and communications on the Site. You also pledge not to publish or transmit through this Site any content that is illegal, infringing, menacing, harassing, defamatory, coarse, obscene, profane, indecent, offensive, hateful, or otherwise objectionable. This includes any content that encourages criminal behavior or actions leading to civil liability, breaches others' privacy, violates their intellectual property rights, or breaks any applicable local, state, national, or international laws. You further commit not to disrupt the normal operation of this Site or the enjoyment of other users. You agree to make reasonable efforts to check for and remove any viruses or other harmful elements before submitting any material.

Marketing House reserves the right, in its sole discretion, to suspend or terminate your access to this Site and prohibit any and all current and future use of this Site (or any portion thereof) by you, if you fail to comply with any term or provision of these Terms of Use or your use is negative impacts another user of this Site.

10. SITE SERVICE

Marketing House reserves the right at any time and from time to time to add, modify, delete, or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice or consent. Marketing House and its affiliates shall have no responsibility or liability for failure to store or delete any Content or User Content submitted to the Site.

11. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use will be governed by and interpreted in accordance with the laws of the State of New York, United States, without considering conflicts of law principles. Marketing House does not claim that the content and information on this website are suitable or accessible in all national locations or languages. You agree that any legal or equitable action arising from or related to the use of this website or these Terms of Use will be exclusively filed in the Federal or State Courts located in New York. You hereby give your consent and submit to the personal jurisdiction of such courts for any action related to this website, your access or usage thereof, or these Terms of Use, and for service of process beyond the borders of the United States.

12. SEVERABILITY

In the event that any clause within these Terms of Use is deemed illegal, void, or unenforceable by a court of competent jurisdiction, such an invalid or unenforceable clause shall be substituted with a valid and enforceable provision that best matches the original intent. The legality and enforceability of the remaining provisions shall remain unaffected.

13. NO WAIVER

The failure of Marketing House and its affiliates to enforce any part of these Terms of Use shall not constitute a waiver of such term or provision, and shall not be considered a waiver or limit Marketing House's right thereafter to insist upon strict adherence to that term or any other provision of these Terms of Use.