

TERMS OF USE

These Terms of Use (“Terms”) set forth the rules that govern your access or use of the website <https://genuaconsulting.com> (the “Site”), which is owned and operated by Genua Consulting, LLC (“Genua Consulting”).

1. Acceptance of Terms.

These Terms constitute a legally binding agreement between you and Genua Consulting. Your access to and use of the Site is conditioned upon your acceptance of and compliance with these Terms, and by accessing or using the Site, you agree to be bound by these Terms; if you do not agree, you are not authorized to access or use the Site.

2. Modification of Terms.

Genua Consulting reserves the right to modify these Terms at any time. Any modifications made will be posted on the Site. Please review these Terms frequently.

3. Authority.

You represent and warrant that you are of legal age and have all necessary authority to enter into and bind yourself under any agreements made with Genua Consulting. If you are using the Site on behalf of a business or some other entity, you represent and warrant that you are authorized to agree to these Terms on behalf of the business or entity.

4. Privacy.

You have read and agree to our [Privacy Policy](#). By using the Site, you agree that Genua Consulting can use and collect personal information as provided therein.

5. License.

Expressly conditioned on your compliance with these Terms, Genua Consulting grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for your personal use. The Site may not be used for any commercial purpose, except for internal business use. You may not copy, modify, duplicate, create derivative works from, distribute, sell, lease, transmit, frame, mirror, republish or download all or any aspect of the Site, nor may you decompile, disassemble or reverse engineer all or any aspect of the Site, except as may be permitted by these Terms, or otherwise without our prior written consent. Any rights not expressly granted herein are reserved by Genua Consulting.

6. User Conduct.

You agree to comply with all applicable laws when accessing or using the Site, and you may only access or use the Site for lawful and customary purposes. You agree to provide only truthful, accurate, current, and complete information to the Site. You further agree that you will not transmit any information that contains a virus or bug or otherwise compromise the security of the Site.

7. Intellectual Property.

The content of the Site includes, without limitation, trademarks, service marks, logos, information, data, text, files, artwork, images, photographs, audio and video materials, and/or other materials (the "Site Content"). The Site Content and all rights therein are owned by Genua Consulting, its licensors, sponsors, partners, advertisers, content providers, or other third parties and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The reproduction, distribution, sale, transmission, publication, broadcast, or dissemination of any of the Site Content by you is prohibited unless express written consent is separately obtained from Genua Consulting or the owner of such content if Genua Consulting is not the owner. You may not modify, create derivative works from, disassemble, or reverse engineer any aspects of the Site or the Site Content. You may not alter, delete, obscure, or conceal any copyright or other notices appearing in the Site Content.

9. Third-Party Resources.

The Site may feature links to other websites or information, materials, programs, and services provided by third parties (collectively, the "Third-Party Resources"). Genua Consulting has no control over such Third-Party Resources or the business practices of the third parties providing such Third-Party Resources. Genua Consulting makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of the Third-Party Resources. If you decide to access any of the third party websites, you do so entirely at your own risk.

10. No Legal Advice.

The information on the Site is for informational purposes only, and is not legal advice or a substitute for legal counsel.

11. Exclusion of Warranty.

Your use of the Site is at your sole risk. To the maximum extent allowed by law, Genua Consulting makes no warranty of any kind regarding the Site

and/or the Site Content, all of which are provided on an “as-is” and “as available” basis.

13. Limitation of Liability.

Genua Consulting assumes no responsibility and shall not be liable for any damages that occur based on your access to or use of the Site or the Site Content, including, but not limited to, any and all losses, injuries, or claims of any kind resulting directly or indirectly from use of the Site or the Site Content.

14. Indemnification.

To the maximum extent allowed by law, you shall hold harmless, defend, and indemnify Genua Consulting from and against any claim, loss, cause of action or demand, including attorney’s fees, brought against Genua Consulting by any third party as a result of your use of the Site or the Site Content or your breach of these Terms. In such event, Genua Consulting shall have final say over selection of counsel.

15. Governing Law.

These Terms shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without reference to conflict of law principles. Any legal action with respect to these Terms shall be brought exclusively in the state or federal courts located in Douglas County, Nebraska. You and Genua Consulting agree to submit to the personal jurisdiction of such courts, and agree to waive any jurisdictional, venue, or inconvenient forum objections thereto.

16. Miscellaneous.

These Terms contain the entire agreement between you and Genua Consulting, and supersede all prior agreements, regarding their subject matter. If any provision of these Terms shall be held illegal, void, or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Genua Consulting’s delay or failure to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. No joint venture, partnership, employment, or agency relationship exists between you and Genua Consulting as a result of this agreement.

17. Contact Us.

Questions about these Terms should be sent to
jgenua@genuaconsulting.com.
4900-9473-7296, v. 2