

PROJECT ME PRO TERMS AND CONDITIONS

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our Project Me Pro's use of cookies in accordance with the terms of Project Me Pro's Privacy Policy.

License to use website

Unless otherwise stated, Project Me Pro and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organization.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Project Me Pro's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Project Me Pro's express written consent.

Restricted access

Access to certain areas of this website is restricted. Project Me Pro reserves the right to restrict access to certain areas of this website, or indeed this entire website, at Project Me Pro's discretion.

If Project Me Pro provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Project Me Pro may disable your user ID and password in Project Me Pro's sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Project Me Pro or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Project Me Pro reserves the right to edit or remove any material submitted to this website, or stored on Project Me Pro's servers, or hosted or published upon this website.

Notwithstanding Project Me Pro's rights under these terms and conditions in relation to user content, Project Me Pro does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. Project Me Pro makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Project Me Pro does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice but is to be used for educational purposes only.

Limitations of liability

Project Me Pro will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Project Me Pro has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Project Me Pro's liability in respect of any:

- death or personal injury caused by Project Me Pro's negligence;
- fraud or fraudulent misrepresentation on the part of Project Me Pro; or
- matter which it would be illegal or unlawful for Project Me Pro to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Project Me Pro has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim

personally against Project Me Pro's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Project Me Pro's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Project Me Pro.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Project Me Pro and undertake to keep Project Me Pro indemnified against any losses, damages, costs, liabilities and expenses including without limitation legal expenses and any amounts paid by Project Me Pro to a third party in settlement of a claim or dispute on the advice of Project Me Pro's legal advisers incurred or suffered by Project Me Pro arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of these terms and conditions

Without prejudice to Project Me Pro's other rights under these terms and conditions, if you breach these terms and conditions in any way, Project Me Pro may take such action as Project Me Pro deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Project Me Pro may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Project Me Pro may transfer, sub-contract or otherwise deal with Project Me Pro's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were

deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with the Privacy Policy and Project Me Pro's SaaS agreement, constitute the entire agreement between you and Project Me Pro in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the law and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Delaware.

Project Me Pro's details

The full name of Project Me Pro is Project Me Pro, LLC

Project Me Pro's address is 59 State Street, 2nd Floor, Newburyport MA 01950

You can contact Project Me Pro by email to info@projectmepro.com

Privacy Policy

Privacy: Updated July 19, 2018

Project Me Pro LLC ("us", "we", or "our") operates the <https://projectmepro.com> and <https://projectme.pro> websites and all subdomains (the "Service").

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service.

We will not use or share your information with anyone except as described in this Privacy Policy. We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible at <https://projectmepro.com/terms-and-conditions/>

Information Collection And Use

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your name, your address, your phone number, your email address (“Personal Information”).

We collect this information for the purpose of providing the Service, identifying and communicating with you, responding to your requests/inquiries, servicing your purchase orders, improving our services. We also collect this information as you complete content related to the direct service Project Me Pro provides.

How we use collected information

We may collect and use Personal Information for the following purposes:

- To identify and communicate with you
- As part of the Service offering

The Service relates to compiling information for other purposes. We store that information in our database but we do not reuse it or resell it in any way.

- To improve customer service

Information you provide helps us respond to your customer service requests and support needs more efficiently.

- To improve our site and services

We may use feedback you provide to improve our products and services.

- To send periodic emails

We may use the email address to send User information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sharing your personal information

We do not sell, trade, or rent Personal Information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above.

Log Data

We collect information that your browser sends whenever you visit our Service (“Log Data”). This Log Data may include information such as your computer’s Internet Protocol (“IP”) address,

browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our Service's functionality. These third party service providers have their own privacy policies addressing how they use such information.

Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information in order to improve our services for you.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help feature on most browsers provide information on how to accept cookies, disable cookies or to notify you when receiving a new cookie.

If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

Do Not Track Disclosure

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Service Providers

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services and/or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Information only to perform specific tasks on our behalf and are obligated not to disclose or use your information for any other purpose.

Compliance With Laws

We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

Security

The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure.

However, please be aware that no method of transmission over the internet, or method of electronic storage is 100% secure and we are unable to guarantee the absolute security of the Personal Information we have collected from you.

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes To This Privacy Policy

Project Me Pro has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage you to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Contact Us

If you have any questions about this Privacy Policy, please contact us.

Project Me Pro SaaS Agreement

Last updated: July 19, 2018

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth to define an arrangement under which Project Me Pro LLC ("Company") will provide Software as a Service ("SaaS") for the benefit of the Customer.

The standard SaaS Agreement with Project Me Pro is provided below. By using our SaaS you are explicitly agreeing to all of the following terms and conditions:

DEFINITIONS

"Customer" shall mean companies, schools, agencies or other who purchase products or services from Project Me Pro.

"Courseware" shall mean programmed instructional presentations, including any quizzes, remedial feedback and downloadable documents, designed to deliver learning experiences to the user provided by Project Me Pro to Customer under this Agreement.

"Hosting Services" shall mean the services provided by Project Me Pro to Customer under this Agreement. A complete list of services provided may be found under the Specifications.

"Support Services" shall mean customer service and technical support provided to SaaS users as detailed under the Specifications.

"SaaS" shall mean the combination of internet-based (cloud) Courseware, Setup, Hosting Services, and Support Services provided by Project Me Pro to Customer as described by the Specifications.

"Delivery" shall mean the SaaS transmitted by Project Me Pro to Customer electronically and in accordance with security measures agreed upon by both parties as described in the this Agreement.

"Project Me Pro Materials" shall mean any software, courseware, code, audio files, video files, data, graphics or other materials or resources transmitted to Customer in order to provide any of the services under this Agreement.

"Customer Courseware" shall mean any courseware, audio files, video files, data, graphics or other materials or resources installed in the Project Me Pro platform for transmission to Customer in order to provide any of the services under this Agreement.

Subject to the following terms and conditions of this Agreement, Project Me Pro will provide SaaS for Customer:

1. SAAS SPECIFICATIONS.

Project Me Pro agrees to provide Customer with SaaS according to the following Specifications (the "Specifications"):

Project Me Pro provides SaaS in the form of cloud-based Courseware, and Support Services.

Courseware

Customers can purchase courseware licenses as single-play retail views to be started at agreed-upon date, and lasting 12 months for the Enterprise version, with the opportunity to extend as required.

Payment terms are negotiable and detailed for each Customer in an Account Summary form illustrated in Online Account Page of this agreement.

Hosting Services

Fees for Hosting Services and Support Services are included in the Courseware licensing fees. Customer Courseware Hosting Service refers to the hosting of the custom domain in the form customer.projectmepro.com. We will also host user downloadable materials, not to exceed 100MB. Project Me Pro will not host videos, but will host links to videos hosted through other services.

Support Services

Support Services are included with the Courseware license for users who have Administrator or Advisor permissions. Users with Student permissions should seek advice from Administrators or Advisors in lieu of contacting Project Me Pro directly.

Support services provided by Project Me Pro to Administrators or Advisors include addressing issues related to using Project Me Pro SaaS solution and. Issues can be communicated from Administrators or Advisors to Project Me Pro via e-mail, phone or Project Me Pro web site Contact Us page. Support Services is restricted to addressing issues related to the functionality of the Project Me Pro SaaS solution and Courseware, and does not include technical assistance with user connectivity or personal computing technology.

1.1 SERVICES PROVISIONS.

Rights and License Granted.

Except for Customer student course completion records, Customer is not granted any rights or license to the Software or Services under this agreement. Customer acknowledges that through its payments to Project Me Pro it is granted access to the SaaS. Customer further acknowledges that at no time shall it be entitled to download, distribute, install or otherwise redistribute the Courseware in any form not explicitly covered by this Agreement. The Customer understands that access to the SaaS ends when one of the following events takes place: 1) Customer payments are unpaid after sixty days (30 days) of the invoice date, or 2) Customer cancels its subscription with an advanced 30-day written notice and Customer's account is paid in full (the entire year agreement).

Project Me Pro reserves the right to remove any content Project Me Pro views as harmful or content that could subject a customer to a penalty.

Limitations to Rights and License.

At no time will Customer hold title to or ownership of any of the SaaS, Project Me Pro Data or Source Code, Courseware or any Materials provided to Customer during the term of this Agreement. Customer access to employee course completion records will be withheld at the end of Term until Customer's balance is fully paid.

U.S. export control laws and other applicable export and import laws govern Customer's use of the SaaS, including technical data. Neither the Project Me Pro Materials nor any direct product thereof may be exported, directly or indirectly, in violation of these laws, or may be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

1.2 LENGTH OF SERVICE.

Customer agrees to an initial term of service ("Term"). The length of contract term required is based on the type of service desired by Customer and shall be determined solely by Project Me Pro as defined in the payment option selected by Customer and outlined in Online Account Page.

1.3 SERVICE START DATE.

The first subscription payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Project Me Pro receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

1.4 RENEWAL BY CUSTOMER.

In the case of subscription licenses this Agreement will automatically renew unless canceled in writing by Customer at least thirty (30) days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of Services by Customer indicates agreement to any contract revisions and price changes. Renewal fees for the following Term will be automatically invoiced to Customer's account.

1.5 SAAS CUSTOMIZATION.

Customer acknowledges that the SaaS is provided "as is" and "as delivered" and cannot be construed as being able to be customized or modified in any way. Customer assumes all responsibility to review all features included in the SaaS prior to signing this agreement.

1.6 SAAS SUPPORT.

All support for the SaaS shall be conducted as defined in the Specifications.

2. END-USER PRICING AND SERVICES FEES.

End-User Pricing and Services Fees are subject to change at the sole discretion of Project Me Pro and outlined in Online Account Page.

3. TERMS OF PAYMENT.

Terms of payment negotiated on a case by case basis and outlined in Online Account Page. Project Me Pro reserves the right to revoke any credit extended and suspend all SaaS if customer's payment is in arrears for more than sixty (30) days.

4. PROPRIETARY INFORMATION.

Proprietary information exchanged hereunder shall be treated as such by Customer. This information shall include, but is not limited to, the provisions of this Agreement, Courseware, product and services information, materials, software, code, pricing, or any other materials transmitted to Customer under this Agreement. Customer agrees not to (a) decompose, disassemble, decode, or otherwise reverse engineer any Project Me Pro program, code, or technology installed or delivered to Customer or any portion thereof; (b) transmit or allow to be transmitted any such materials to any third party except as necessary for the fulfillment of this Agreement; (c) use any Project Me Pro Materials or SaaS in any way not intended or expressly provided for by this Agreement.

5. CUSTOMER INFORMATION.

Project Me Pro takes ordinary and customary security measures in protecting customer information passing through software, web sites, e-mail, and the portions of non-public network within Project Me Pro's control. Project Me Pro accepts no responsibility beyond

ordinary and customary responsibilities. The Privacy Policy provided on Project Me Pro's website provides details about the company's policy for securing and protecting Customer Information and is maintained and kept up to date by the Company.

6. WARRANTIES.

Project Me Pro and any suppliers of content materials make no warranties or representations of any kind, whether expressed or implied, for the SaaS Project Me Pro is providing. Project Me Pro and any suppliers of content materials also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or due to errors or omissions of Customer. Use of any information obtained by way of Project Me Pro is at Customer's own risk, and Project Me Pro specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

Connection speed represents the speed of an end-to-end connection. Project Me Pro does not represent guarantees of speed or availability of end-to-end connections. Project Me Pro expressly limits its damages to Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Project Me Pro specifically denies any responsibilities for any damages, direct or indirect, arising as a consequence of such unavailability.

6.1 NO DUTY TO CUSTOMER'S USERS NOT DIRECTLY CONTRACTED WITH PROJECT ME PRO.

Project Me Pro shall have no obligation to support, train or troubleshoot issues for any third-party user due to problems arising out of the use of the SaaS provided to Customer by Project Me Pro. Third parties shall include, but are not limited to: vendors, contractors, Customer's customers, Customer's clients or any third party not directly contracted with Project Me Pro for SaaS and SaaS Support.

7. COPYRIGHTS AND TRADEMARKS.

Customer warrants that Customer has the right to use any applicable trademarks or copyrighted Customer Courseware or materials that Customer installs, integrates or uses in connection with this SaaS.

8. TRANSFER OF AGREEMENT.

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Project Me Pro. In the event that Customer contemplates whole or partial sale of Customer's business, ownership change, or change in jurisdiction, Customer shall notify Project Me Pro by mail or email no less than sixty (60) days prior to the effective date of the event.

9. TERMINATION.

Project Me Pro may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) Customer's failure to comply with any provisions of the

Agreement upon receipt of written notice from Project Me Pro of said failure, 2) appointment of receiver or the filing of any application by Customer seeking relief from creditors, or 3) upon mutual agreement in writing by Project Me Pro and Customer.

10. DISPUTES.

If legal proceedings are commenced to resolve a dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

11. INDEMNIFICATION.

Customer shall indemnify and hold Project Me Pro harmless from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against Project Me Pro directly or indirectly arising from or in connection with Customer's marketing or Support Services of the product or Services or the unauthorized representation of the product and Services or any breach of this Agreement by Customer.

12. GENERAL.

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement and any disputes arising hereunder shall be governed by the laws of State of Delaware. A failure by any party to exercise or any delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

The parties represent and warrant that, on start of service Term, they are authorized to enter into this Agreement in its entirety and duly bind their respective principals by their use of the SaaS provided by Project Me Pro.

By signing you agree to the terms & conditions, privacy policy, and SaaS information provided in this agreement.

Authorized Signature

Print Name

Title/Position

Date

Send to:

Project Me Pro
59 State Street
Newburyport, MA. 01950