

Warriors' Ascent Terms of Use

Privacy Policy

At Warriors' Ascent™, user privacy is an important concern. We are committed to privacy and security, and to providing the best possible user experience for our users and online customers. We also strive to protect the personal and confidential information of those who use our on-line services and website. **Click here- [INSERT HYPERLINK TO PRIVACY POLICY]** for our entire Privacy Policy. This policy may be updated by us from time to time, so please check here frequently.

Terms of Use

Please read this agreement ("Agreement") carefully before using our website at www.warriorsascent.org. By accessing or using our website, you agree to be bound by this Agreement, which includes our Privacy Policy, and all of its terms without change. This Agreement is between Warriors' Ascent and you the user. If you are using the website on behalf of a company or organization, such company or organization will also be considered a party to this Agreement. **This Agreement applies only to the access and use of the website.** All other custom advertising and marketing services provided by Warriors' Ascent to you will be memorialized in separate agreement(s) between you and Warriors' Ascent.

Description of Services

This website provides resources regarding Warriors' Ascent's holistic evidence-based healing program, Academy of Healing, the Expanding Limits Expeditions, and other Warriors' Ascent's program alumni activities. The website also provides some articles regarding mental and emotional studies and therapies. All of the information contained in this website and third party websites are for your information only and should not be considered medical advice and/or used for self-diagnosis and treatment. For immediate health services assistance, please contact one of the numbers provided here: <https://www.warriorsascent.org/contact>.

No Unlawful or Prohibited Use

As a condition of your use of the website, you warrant to Warriors' Ascent that you will not use the website for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use the website automatically ends without prior notification to you.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on the website or accessed through the website. You may not introduce viruses, spyware, or other malicious code to the website. You

represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our website is virus free.

You will not (nor cause any third party to) use the website to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy) of others), immoral activities, or any of the following types of activities, without limitation:

- a. transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- b. transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- c. impersonating anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- d. placing advertising or commercial content, except as agreed upon by Warriors' Ascent and you;
- e. interfering with or disrupting the website;
- f. disrupting the activities or enjoyment of the website for other users; or
- g. collecting, or storing personal data about other users.

You agree to abide by all applicable local, state, and federal laws and regulations and are solely responsible for all acts or omissions that occur during your access and/or use of the website.

No Use by Children

This website does not intend to market any products or services to children under thirteen years of age. Warriors' Ascent does not knowingly gather or solicit data from such individuals. By using the website, you represent that you are not under thirteen years of age.

Your Account

If you use this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If your status as a user of this website is terminated, you will (i) stop using the website and any information obtained from the website, and (ii) destroy all copies of your account information, password and any information obtained from this website.

Warriors' Ascent Intellectual Property

All materials on the website (as well as the organization and layout of the website), including sample media footage, sample press photographs, literature, and donor books, are owned and copyrighted, licensed by, or used with permission that is granted to Warriors' Ascent. No

reproduction, distribution, transmission, or creation of derivative works of the copyrighted materials at the website is permitted without the prior written permission of Warriors' Ascent.

Warriors' Ascent and other logos, product and service names are trademarks and service marks owned by or licensed to Warriors' Ascent (the "Marks"). Without the prior written permission of Warriors' Ascent, or its appropriate affiliates, you agree not to display or use in any manner, the Marks. All other trademarks are the property of their respective owners.

The materials on our "Media Kit Assets" web page are intended only to provide the media a sampling of what it could use for its publications. It is not meant to be downloaded and used without prior written consent from Warriors' Ascent. For media inquiries or to receive press releases from Warriors' Ascent, please contact our Marketing Director, Justin Hoover, at: jhoover@warriorsascent.org or 913.222.3814.

Links to Third Party Website

The website may contain hyperlinks to websites operated by parties other than Warriors' Ascent or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the Warriors' Ascent Privacy Policy is applicable only when you are on our website, once linked to another website, including social networking sites with which Warriors' Ascent interacts, you should read that site's privacy policy before disclosing any personal information.

Links to Our Website

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the www.warriorsascent.org website so long as (i) the link or your linking website does not portray Warriors' Ascent, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than our Privacy Policy. You may not use any Warriors' Ascent Marks as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of the www.warriorsascent.org website. Any link to such website should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to original site if the visitor wishes to back out.

Changes to Website

We may make improvements or changes in the information, services, products, and other materials on the website, or terminate the website at any time. We may modify this Agreement at any time, and such modifications will be effective immediately upon posting of

the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of the website will be deemed your acceptance of the modified Agreement.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES AND THE SERVICES OFFERED AT THE SITES IS AT YOUR SOLE RISK. THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WARRIORS' ASCENT 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.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WARRIORS' ASCENT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITES OR SERVICES; (ii) THE COST OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON THE SITES OR THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITES; OR (v) ANY OTHER MATTER RELATING TO THE SITES OR THE SERVICES. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE SUBJECT SERVICES OR \$100, WHICHEVER IS GREATER.

Miscellaneous

The website are intended to and directed to residents of the United States and all advertising claims contained in the website are valid only in the United States. This Agreement and the resolution of any dispute related to this Agreement or the website will be governed by and construed in accordance with the laws of Missouri, without giving effect to any principles of conflicts of law. Failure by Warriors' Ascent to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any legal action or proceeding between Warriors' Ascent and you related to this Agreement will be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of Missouri, County of Jackson. If any

of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions shall not apply to you.

Effective Date: {November 1}, 2017

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