

# EULA - End User License Agreement

## Acceptance of Terms of Use

These Terms of Use govern your use of the For Rookies LIVE service and website by RE Consulting. By using, visiting, or browsing the RE Consulting service or website, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the RE Consulting service or website.

These Terms of Use are an ongoing contract between you and RE Consulting and apply to your use of RE Consulting's For Rookies LIVE service and website. These Terms of Use affect your rights and you should read them carefully.

## Changes to Terms of Use

RE Consulting, Inc., reserves the right, from time to time, with or without notice to you, to change these Terms of Use in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by clicking on the "Terms of Use" located at the bottom of the pages of the RE Consulting/For Rookies LIVE website. The most current version of the Terms of Use will supersede all previous versions. Your use of the RE Consulting website or continued use of our service after changes are made means that you agree to be bound by such changes. As such, you should review the Terms of Use periodically.

## Privacy

Any personally identifying information submitted on the RE Consulting website is subject to our Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of our Privacy Policy.

## How Our Service Works

RE Consulting is an online subscription service providing its members with access to a comprehensive library of recorded Raiser's Edge Software Training sessions. We offer a variety of membership plans at varying price levels, including special promotional plans or memberships with limitations on the number of licenses during the year. Under each plan, members are provided with a number of licenses to use our website.

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our service. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these Terms of Use.

Below is a general description concerning the operation of our site:

\* The Number of Classes You May Attend

Our online prerecorded training sessions are available for viewing 24 hours a day, 365 days a year. With access to these classes to be determined by your subscription level. With a paid subscription you may watch as many classes as we offer, an unlimited number of times provided you are one of the designated licensee's for your organization.

A large majority of our members require training for between two and ten staff members per year. We provide a number of different membership plans to accommodate a variety of training requirements. You can see the different plans on the RE Consulting website <http://www.raisededgeforrookies.com/Subscribe.html> and see the details on the various plans we offer. Each subscription plan allows you to send up to a specified number of persons to our site for training. This will be monitored by random audit to verify the IP address of the person signing in. In the event a membership is discovered being shared, we reserve the right to cancel your membership and collect any remaining dues to complete your one year subscription.

#### \* Watch Instantly (Archived Lessons)

RE Consulting allows you to instantly watch archived courses on your personal computer. Currently, the instant watching functionality is provided to you at no additional charge; however, under certain of our membership plans, the instant watching functionality may not be available for viewing all content. In addition, some archived courses may not be available through all personal computers and the availability of movies to instantly watch will change from time to time. The quality of the display of the instant watching movies may vary from computer to computer, and device to device, and may be affected a variety of factors, such as the bandwidth available through and/or speed of your internet connection. RE Consulting makes no representations about the quality of your instant watching display.

#### \* Billing

By starting your RE Consulting membership, you are expressly agreeing that we are authorized to charge you a monthly membership fee, any applicable tax and any other charges you may incur in connection with your use of the RE Consulting service to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). As used in these Terms of Use, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method, including a checking account, where applicable. The membership fee will be billed at the beginning of your membership and on each monthly renewal thereafter for a period of twelve months, and shall automatically renew if you decide to opt in.

We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your membership. In the event your membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31st, your Payment Method would next be billed on February 28th. You acknowledge that the amount billed each month may vary from month to month for reasons that include, differing amounts due to promotional offers, differing amounts due to changes in your membership plan, changes in the amount of applicable sales tax,

and you authorize us to charge your Payment Method for such varying amounts. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. At any time, and for any reason, we may provide a refund, discount or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email. If you want to use a different Payment Method or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by clicking on the "Your Account" button, available at the top of the pages of the RE Consulting Web site. If your Payment Method reaches its expiration date, your continued use of the service constitutes your authorization for us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

#### \* Ongoing Membership

Your RE Consulting membership will continue in effect unless and until you cancel your membership or we terminate it. After 12 months, you can extend your membership by opting in for ongoing monthly charges. We will bill the monthly membership fee plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information).

#### \* Cancellation

You may cancel your membership to RE Consulting at anytime after one year from the date you enroll, and cancellation will be effective immediately. **WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS.** To cancel, click the words "Cancel Membership" on the "Your Account" page and follow the instructions for cancellation under the heading "Cancel Membership."

We reserve the right to terminate your account for any or no reason.

#### Features & Functionality

**Start Time:** The time it takes to begin watching a movie instantly will vary based on a number of factors, including your available bandwidth at the time, the lesson you have selected and your computer or device system configuration.

**System Requirements:** To enjoy watching instantly via your personal computer, your equipment must satisfy certain system requirements. [Click here](#) to view the various system requirements. Depending on your subscription plan, you may instantly watch archived lesson's on up to a specified number of unique authorized devices, including personal computers. For certain plans,

you will be allowed to instantly watch simultaneously on more than one personal computer, up to the total number of licenses your subscription plan allows, at a given time.

END USER LICENSE AGREEMENTS: BY USING OUR WATCH INSTANTLY FUNCTIONALITY, YOU ACKNOWLEDGE AND AGREE (1) TO THE RE Consulting AND THIRD-PARTY SOFTWARE END USER LICENSE AGREEMENTS FOUND HERE AS SUCH MAY BE AMENDED OR ADDED TO FROM TIME TO TIME AND (2) TO RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE RE Consulting AND THIRD-PARTY SOFTWARE. IF YOU DO NOT ACCEPT THE FOREGOING TERMS, DO NOT USE OUR WATCH INSTANTLY FUNCTIONALITY.

We do not warrant that any of the software used and or licensed in connection with our watch instantly functionality will be compatible with other third party software nor do we warrant that operation of our watch instantly functionality and the associated software will not damage or disrupt other software or hardware. Please refer to the Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use.

We reserve, in our sole and absolute discretion, the right to withdraw the watch instantly functionality entirely from the RE Consulting service or to limit, condition, terminate, charge for or otherwise modify your use of the watch instantly functionality at anytime without notice; provided however, we will give you notice before we institute any additional charges for the watch instantly functionality.

In response to requests from content providers, or due to technical limitations, or for any reason in our sole and absolute discretion, and without prior notice to you, some or all lessons may not be viewed, or may cease being viewable, through the watch instantly functionality on some or all personal computers.

### Applications

The RE Consulting website may contain links to websites or links and/or other connections to applications that may be third-party applications (including, without limitation, websites, widgets, software, or other software utility) ("Application(s)"). Unless otherwise noted by RE Consulting on the RE Consulting website, these Applications are provided solely as a convenience to you, and RE Consulting is not responsible for and does not endorse the content of such Applications. You will need to make your own independent judgment regarding your interaction with these Applications. You may choose, at your sole and absolute discretion and risk, to use an Application and such Application may interact with, connect to or gather and/or pull information from and to your RE Consulting account.. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information relating to your RE Consulting account, you are consenting to the information about your account being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if RE Consulting has not provided such information; and (iii) your use of a an Application is at your own option and risk, and you will hold RE Consulting harmless for the sharing of information relating to your RE Consulting account that results from your use of an application. You must read all log-in boxes

and other pop-up boxes closely for notices about sharing your RE Consulting account information with, through or by any other means identified on an Application. In addition, that Application's end user license agreement, terms of use, and/or any other documentation or materials designated by the Application will govern your use of that Application. You may revoke an Application's access to your RE Consulting account at any time, but information shared prior to revocation may remain with beviewable within and otherwise continue to be used by the Application depending on the policies of such Application. Certain Applications may be appear to be associated with or sponsored by RE Consulting. While these Applications may utilize RE Consulting trademarks with our permission, we do not take any responsibility for the performance of the Application or the use of any information shared with the Application. Use of Applications is at your own option and risk. If you have any questions, concerns, complaints, or claims about the Applications, you should contact the support or contact personnel of the Application and not RE Consulting, unless otherwise indicated by RE Consulting.

#### Account Access; Identity Protection

In order to provide you with ease of access to your account, RE Consulting may place a cookie (a small text file) on any computer from which you access the RE Consulting website. When you revisit the RE Consulting web site, this cookie would enable us to recognize you as the account holder and provide you with direct access to your account without requiring you to retype any password or other user identification. You are responsible for updating and maintaining the truth and accuracy of the information you provide to us relating to your account.

You are also responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or mobile device. If you disclose your password to anyone or share your account with other people, you take full responsibility for their actions. Users of public or shared computers or unprotected mobile devices should log out at the completion of each visit to the RE Consulting website.

If you find that you're a victim of identity theft and it involves a RE Consulting account, you should notify customer service. Then, you should report this instance to all your card issuers, as well as your local law enforcement agency. RE Consulting reserves the right to place any account on hold anytime with or without notification to the member in order to protect itself and its partners from what it believes to be fraudulent activity. RE Consulting is not obligated to credit or discount a membership for holds placed on the account by either a representative of RE Consulting or by the automated processes of RE Consulting.

#### Disclaimers of Warranties and Limitations on Liability

THE RE Consulting SERVICE, INCLUDING ALL ARCHIVED FOOTAGE, FEATURES, AND FUNCTALITIES ASSOCIATED THEREWITH, THE WEBSITE AND ITS CONTENTS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE RE Consulting SERVICE, THE WEBSITE AND ITS CONTENTS. RE Consulting DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE RE Consulting SERVICE, INCLUDING USE OF OUR WATCH INSTANTLY FUNCTIONALITY, WILL BE UNINTERRUPTED OR ERROR-FREE, AND

YOU AGREE THAT RE Consulting MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE RE Consulting SERVICE, INCLUDING OUR WATCH INSTANTLY FUNCTIONALITY, OUR COMMUNITY FEATURES OR ANY OTHER ASPECTS OF THE RE Consulting SERVICE AT ANY TIME, WITHOUT COMPENSATION OR NOTICE TO YOU. RE Consulting SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS AS DEFINED IN THE APPLICATIONS SECTION ABOVE. Without limiting the foregoing, we assume no liability or responsibility for any of the following: (i) content contained on or defects with archived footage from the RE Consulting service; (ii) errors or omissions in the content delivered by the RE Consulting service or on the RE Consulting website; (iii) recommendations or advice of Customer Service; (iv) any failures, mis-shipments, delays, or interruptions in the shipment of archived footage; (v) any failure or interruption in the availability of the RE Consulting service and/or website, including availability of our watch instantly functionality; (vi) delivery and or display of any content contained on the RE Consulting website or through the RE Consulting service, including any movies via our watch instantly functionality or; and (vii) any losses or damages arising from the use of the content provided on the RE Consulting website or the RE Consulting service itself, including any losses or damages arising from watching instantly and/or downloading of related software, downloading and/or use of any other software, including the remote desktop tool offered by Customer Service or any conduct by users of the RE Consulting service or website. TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, we do not represent or warrant that the information accessible via our site is accurate, complete or current. We do not make any representations with respect to the content contained on movies from the RE Consulting service or the descriptions of any movie content contained on our website. We do not represent or guarantee that your use of the RE Consulting service and website will be free from interruption, loss, corruption, attack, viruses, interference, hacking, or other security intrusion and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon RE Consulting or its affiliated parties.

In no event shall RE Consulting, Inc., its shareholders, directors, officers, or employees be liable (jointly or severally) to you for personal injury or any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, business interruption or any other commercial damages or loss, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of the RE Consulting website, its contents or the RE Consulting service, including any archived footage, features or functionalities associated therewith. In no event shall our total liability to you for all damages for losses arising from the use or inability to use our website, its contents or the RE Consulting service, including any archived footage, features or functionalities associated therewith (other than as may be required by applicable law in cases involving personal injury) exceed the amount of one month's membership fee on your membership plan. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. If any applicable authority holds any portion of this section to be

unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

#### \* Functionality Compatibility

RE Consulting MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING RE Consulting READY DEVICES OR THE COMPATIBILITY OF THE DEVICE WITH OUR WATCH INSTANTLY COMPATIBILITY OF THE DEVICE WITH OUR WATCH INSTANTLY FUNCTIONALITY. Additional disclaimers or limitations of liability may be contained in the various software end user license agreements you have agreed to by using our watch instantly functionality. [Click here to view the end user license agreements.](#)

#### Intellectual Property

##### \* Copyright

All content included on the RE Consulting Web site and delivered to members as part of the service, including archived footage, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, is the property of RE Consulting, Inc., or its suppliers and is protected by United States and international copyright laws or other intellectual property laws and treaties. The compilation of all content on this site is the exclusive property of RE Consulting, Inc., and protected by U.S. and international copyright laws. Content shall not be reproduced or used without express written permission from RE Consulting, Inc., or its suppliers. You agree not to decompile, reverse engineer or disassemble any software (including but not limited to the RE Consulting Movie Viewer Software) or other products or processes accessible through the RE Consulting website, not to insert any code or product or manipulate the content of the RE Consulting website in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method. RE Consulting reserves the right to terminate your membership hereunder if RE Consulting, in its sole and absolute discretion, believes that you are in violation of this paragraph, such violations including the copying of archived footage rented to you by us, the unauthorized use of our instant watching movie feature, the RE Consulting Viewer Software or the copying or other unauthorized use of our proprietary content. RE Consulting does not promote, foster or condone the copying of archived footage or any other infringing activity. The use of the RE Consulting service, including archived footage rented to you by us is solely for your personal and non-commercial use. Please see the instructions at the end of these Terms of Use for notifying us of the presence of any allegedly infringing content on the RE Consulting website.

##### \* Trademarks

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#### Use of Information Submitted

RE Consulting, Inc., is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to RE Consulting ("Feedback"), including responses to questionnaires or through postings to the RE Consulting website, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the RE Consulting website or other websites. Furthermore, by posting any Feedback on our site, submitting Feedback to us, or in responding to questionnaires, you grant us a perpetual, non-exclusive, royalty-free irrevocable license and right to display, use, reproduce or modify the Feedback submitted in any media, software or technology of any kind now existing or developed in the future.

Please note RE Consulting does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to RE Consulting. Should you send any unsolicited materials or ideas, you do so with the understanding no additional consideration of any sort will be provided to you, and you are waiving any claim against RE Consulting and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

#### Service Testing

From time to time, we test various aspects of our service, including service levels, plans, promotions, features, movie availability, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.

#### Electronic Communications

By using the RE Consulting service, you consent to receiving electronic communications from RE Consulting. These communications will include notices about your account (e.g., shipping and receiving e-mails and other transactional information) and information concerning or related to our service, such as featured films or other entertainment information or offerings. These communications are part of your relationship with RE Consulting and you receive them as part of the RE Consulting membership. You agree that any notice, agreements, disclosure or other



communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

#### Customer Service

If you need assistance with your account, you may find answers and reach Customer Service at any time here, where you will find the answers to many frequently asked questions and information on reaching a Customer Service Representative.

In certain instances, Customer Service may best be able to assist you by using a remote access support tool, which will enable us to interact directly with your account. We provide such support service only with your permission and in your presence (via phone and Internet connection). During the time we are providing you with remote access support service, we have full access to your desktop. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will do our best to assist you through other means. The Disclaimers of Warranties and Limitations of Liability set forth in these Terms of Use expressly apply to the use of Customer Service, including any remote desktop access tool.

#### Your Conduct on the RE Consulting Website

By accessing the RE Consulting website, you agree to use the RE Consulting service, including all archived footage, features and functionalities associated therewith, the Web site and its content in accordance with all applicable laws, rules and regulations. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the RE Consulting website. You also agree not to interfere with the servers or networks connected to the RE Consulting website or to violate any of the procedures, policies or regulations of networks connected to the RE Consulting website. You also agree not to impersonate any other person while using the RE Consulting website, conduct yourself in a vulgar or offensive manner while using our service, or use the RE Consulting website for any unlawful purpose.

#### Limitations on Use

You must be 18 years of age or older to become a member of the RE Consulting service. While individuals under the age of 18 may utilize the service, they may do so only with the involvement of a parent or legal guardian. While RE Consulting does distribute products that may be watched by children, we do not intentionally seek to collect information from individuals 13 years of age and younger (see also "Profiles"). Unless otherwise specified the content on the RE Consulting website, including content viewed through our instant watching functionality, are for your personal and non-commercial use only and we grant you a limited license to access the RE Consulting website for that purpose. You may not download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms of Use), modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from, the RE Consulting website without our express written consent. RE Consulting does not promote, foster or condone the copying of archived footage, digitally delivered content, or any other infringing

activity. You may not frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of RE Consulting without our express written consent. You may not use any meta tags or any other "hidden text" utilizing the RE Consulting name or trademarks without our express written consent. Any unauthorized use of the RE Consulting website or its contents will terminate the limited license granted by us.

#### Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

#### Links and Pages

Some of the hyperlinks on the RE Consulting website may lead to other websites or Applications that are not controlled by, or affiliated with, RE Consulting, Inc. In addition, other websites may link to the RE Consulting website or RE Consulting may include links to the websites of businesses, including those that have associations with us through certain programs. For example, RE Consulting may include pages that display and provide information on Applications, RE Consulting ready devices or other products. These pages may provide links to third party sites where RE Consulting members may obtain or purchase such Applications and devices. RE Consulting has not reviewed these websites and is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites or Applications. Members acknowledge and agree that RE Consulting is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, the products or contents on the websites, or the performance of any Applications and devices. You should carefully review their privacy statements and other terms and conditions of use. You should also refer to the section of these terms titled "Applications" and "RE Consulting Ready Devices".

#### Claims of Copyright Infringement

It is the policy of RE Consulting to respect the intellectual property rights of others. RE Consulting does not promote, foster or condone the copying of archived footage or any other infringing activity. If you believe your work has been copied in a way that constitutes copyright infringement, are aware of any infringing material on the RE Consulting website, or know of someone who is making unauthorized use of the content of the RE Consulting website, please notify us at the address specified below of your concern by submitting a signed written notice and containing the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- (ii) Identification of the copyrighted work claimed to have been infringed;
- (iii) Identification of the material on the RE Consulting website that is claimed to be infringing, and information reasonably sufficient to permit us to locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, if available, your e-mail address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(vi) A statement that the above information is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of the copyright that is allegedly infringed.

Counter-Notification: If you are the owner or a person authorized to act on behalf of the owner of the material, which was removed from our website or disabled after we received a copyright infringement notice, and you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material, you may ask that the material be restored by sending us a counter-notification. Section 512(g) of the Copyright Act requires that your counter-notification include all of the following:

(i) Your physical signature.

(ii) Identification of the material that had been removed or disabled and the specific URLs where the material appeared before it was removed or disabled.

(iii) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(iv) Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located and that you will accept service of process from the person who provided the copyright infringement notification or an agent of such person.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material was removed or disabled by mistake or misidentification may be subject to liability.

Once we have received your counter-notification, we will forward it in its entirety to the party who submitted the original claim of copyright infringement. The party who submitted the original claim must then notify us with ten days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material, which was the subject of the original claim of copyright infringement. If we receive notice of such an action, we will not restore the material. If we do not receive such notification, we will replace the removed material and cease disabling access to it. RE Consulting shall have the right to terminate the account of any member who posts infringing material.

Written communications concerning copyright infringement or counter-notifications under this section of our Terms of Use should be sent to the following address:

RE Consulting, Inc.  
1024 S. Rosita Ct.  
Pacifica, CA 94044

Disputes; Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Hawaii, without regard to conflicts of laws provisions. You and RE Consulting agree that the United States District Court for the Honolulu District of Hawaii and/or the Hawaii Superior Court for the County of Honolulu shall have exclusive jurisdiction over any dispute between you

and RE Consulting relating in any way to the RE Consulting service or Web site or these Terms of Use. You and RE Consulting expressly and irrevocably consent to personal jurisdiction and venue in these courts. The parties agree that in any such dispute or subsequent legal action, they will only assert claims in an individual (non-class, non-representative) basis, and that they will not seek or agree to serve as a named representative in a class action or seek relief on behalf of those other than themselves.

\*portions of this agreement referring to the Annual Contract do not apply to an individual signing up for one month access.