

THE STRENGTHS FINDER

Terms of Service

1. General Provisions

These Terms of Use constitute an agreement made by and between The Strengths Finder, ("Company Name") and you ("you," "your" or "User"). This agreement contains the terms and conditions that govern your use of this Web Site.

By accessing, visiting, browsing, using or attempting to interact with any part of this web site, or other The Strengths Finder services, websites or any of The Strengths Finder 's licensees services or software (collectively "services"), you agree that you have read, understand and agree to be bound by this agreement. If you do not agree to be bound by this agreement, please do not access or use any part of this web site.

The Strengths Finder reserves the right, from time to time, with or without notice to you, to make changes to this agreement in The Strengths Finder 's sole discretion. Continued use of any part of this web site constitutes your acceptance of such changes. The most current version of this agreement, which supersedes all previous versions, can be reviewed by clicking on the "terms of use" hyperlink located at the bottom of each page on any The Strengths Finder website.

2. Access to this site

To access this site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If The Strengths Finder believes the information you provide is not correct, current, or complete, The Strengths Finder has the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time.

3. Restrictions on use

You may use this site for purposes expressly permitted by this site. As a condition of your use of The Strengths Finder website(s), you warrant to The Strengths Finder that you will not use the website(s) for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, you may not (and may not authorize any party to) (i) co-brand this site, or (ii) frame this site, or (iii) hyper-link to

this site, without the express prior written permission of an authorized representative of The Strengths Finder. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with The Strengths Finder in causing any unauthorized co-branding, framing or hyper-linking immediately to cease. In addition, you may not use The Strengths Finder website(s) in any manner which could disable, overburden, damage, or impair the website(s) or interfere with any other party's use and enjoyment of the website(s). You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the website(s).

4. Personal and non-commercial use limitation

The Strengths Finder website(s) are for your personal and non-commercial use, unless otherwise specified. You may not use this site for any other purpose, including any commercial purpose, without The Strengths Finder's express prior written consent. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, content, software, products or services obtained from or otherwise connected to The Strengths Finder's websites.

5. Proprietary information

The material and content accessible from this site, and any other website owned, operated, licensed, or otherwise controlled by The Strengths Finder (the "Content") is the proprietary information of The Strengths Finder or the party that provided or licensed the Content to The Strengths Finder, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of The Strengths Finder, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms of Use violates The Strengths Finder's intellectual property rights. Neither title

nor intellectual property rights are transferred to you by access to this site.

6. Hyper-links

This site may be hyper-linked to other sites that are not maintained by, or related to, The Strengths Finder. Hyper-links to such sites are provided as a service to users and are not sponsored by or affiliated with this site or The Strengths Finder. The Strengths Finder has not reviewed any or all of such sites and is not responsible for the content of those sites. The Strengths Finder is not responsible for webcasting or any other form of transmission received from any hyper-linked site. Hyper-links are to be accessed at the user's own risk, and The Strengths Finder makes no representations or warranties about the content, completeness or accuracy of these hyper-links or the sites hyper-linked to this site. The Strengths Finder provides hyper-links as a convenience, and the inclusion of any hyper-link to a third-party site does not necessarily imply endorsement by The Strengths Finder of that site or any association with its operators.

7. Use of communication services

The Strengths Finder's websites may contain forums, bulletin board services, chat areas, message boards, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Communications Services"). You agree to use the Communication Services only to post, send and receive messages and content that are proper and related to the particular Communication Service.

Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this site any material that:

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Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with this site any material that:

1. **you do not have the right to post, including proprietary material of any third party, such as files containing software or other material protected by intellectual property laws (or by rights of privacy or publicity);**
2. **advocates illegal activity or discusses an intent to commit an illegal act;**
3. **is vulgar, obscene, pornographic, or indecent;**
4. **does not pertain directly to this site;**
5. **threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;**
6. **seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;**
7. **harvests or otherwise collects information about others, including e-mail addresses, without their consent;**
8. **violates any law or may be considered to violate any law;**
9. **impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;**
10. **falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissible uploaded;**
11. **advertises any commercial endeavour (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;**
12. **solicits funds, advertisers or sponsors;**
13. **includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;**

- 14. disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;**
- 15. includes MP3 format files;**
- 16. amounts to a "pyramid" or other like scheme, including contests, chain letters, and surveys;**
- 17. disobeys any policy or regulations including any code of conduct or other guidelines, established from time to time regarding use of this site or any networks connected to this site; or**
- 18. contains hyper-links to other sites that contain content that falls within the descriptions set forth above.**

The Strengths Finder reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well as the right to remove or refuse any information for any reason. The Strengths Finder reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. The Strengths Finder also reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion. Materials uploaded to a Communication Service may be subject to posted limits on use, reproduction and/or dissemination and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials.

Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither The Strengths Finder nor any third party that provides Content to The Strengths Finder will assume or have any liability for any action or inaction by The Strengths Finder or such third party with respect to any submission. The Strengths Finder cautions you against giving out any personally identifying information about yourself or your children in any Communication Service. The Strengths Finder does not control or endorse the content, messages or information found in any Communication Service and, consequently, The Strengths Finder specifically disclaims any liability with respect to the Communication Services and any actions resulting from your participation in any Communication Service. Commentators and hosts are not authorized The Strengths Finder spokespersons, and their views do not necessarily reflect those of The

Strengths Finder.

8. Submissions

You hereby grant to The Strengths Finder the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to The Strengths Finder through this site (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. The Strengths Finder will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future The Strengths Finder operations.

The Strengths Finder will treat any personal information that you submit through this site in accordance with its Privacy Policy. The Strengths Finder encourages you to review its Privacy Policy, which can be accessed at the bottom of each page on this site.

9. Limitation on liability

The Strengths Finder, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if The Strengths Finder has been advised of the possibility of such damages. In no event will the collective liability of The Strengths Finder and its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the amount you have paid directly to The Strengths Finder for the applicable content or service out of which liability arose.

10. Termination or restriction of access

The Strengths Finder reserves the right, in its sole discretion, to terminate your access to any or all of The Strengths Finder's websites and the related services or any portion thereof at any time, without notice.

11. Indemnity

You will indemnify and hold The Strengths Finder, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

12. Trademarks and copyrights

Trademarks, service marks, logos, and copyrighted works appearing in this site are the property of The Strengths Finder or the party that provided the trademarks, services marks, logos, and copyrighted works to The Strengths Finder. The Strengths Finder and any party that provided trademarks, service marks, logos, and copyrighted works to The Strengths Finder retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in this site.

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13. Security

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, The Strengths Finder

reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. The Strengths Finder reserves the right to investigate suspected violations of these Terms of Use.

The Strengths Finder reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing The Strengths Finder to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed by The Strengths Finder in its sole discretion to violate these Terms of Use.

By accepting this agreement you waive and hold harmless The Strengths Finder from any claims resulting from any action taken by The Strengths Finder during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either The Strengths Finder or law enforcement authorities.

14. Miscellaneous

These Terms of Use will be governed and interpreted pursuant to the laws of Queensland, Australia notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Queensland in connection with any dispute between you and The Strengths Finder arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use will be in the state and federal courts in Queensland.

If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Strengths Finder as a result of this agreement or use of The Strengths Finder's websites

These Terms of Use along with any additional terms and conditions included by The Strengths Finder on this site together constitute the entire agreement among the parties relating to this subject matter, superseding all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Strengths Finder with respect to The Strengths Finder's websites.

A printed version of such documents and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notwithstanding the foregoing, any additional terms and conditions on this site will govern any additional items to which they pertain.

The Strengths Finder may revise these Terms of Use at any time by updating this posting.