

## **TERMS OF USE**

**Last Updated:** \_\_\_\_\_17 February\_\_\_\_, 2022

These Terms of Use form a legal agreement entered into by and between you, the user of this website, <https://parthenonmgmt.com/> (the “Site”), and any organization on behalf of which you are using or accessing this website, and Parthenon Management Group, LLC (“Parthenon” also referred to herein as “we,” “us,” and “our”). By using or accessing the Site, and/or by clicking “I Agree” (or a similar button) to accept or agree to these Terms of Use when this option is made available to you, you signify your agreement to these Terms of Use as well as our Privacy Policy [[hyperlink](#)], which is incorporated herein by reference.

### **1. TERMS**

These Terms of Use apply to your access to and use of the Site and do not alter in any way the terms and conditions of any other agreement you may have with us for products, services or otherwise. You represent and warrant that you have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party.

**PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING OR ACCESSING THE SITE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING YOUR COMPLIANCE WITH ANY APPLICABLE LOCAL LAWS. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU SHALL NOT USE OR ACCESS THE SITE.**

### **2. ELIGIBILITY**

THIS SITE IS OFFERED AND AVAILABLE TO USERS WHO ARE 13 YEARS OF AGE OR OLDER. YOU MAY NOT USE OR ACCESS THE SITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF USE, OR (B) ARE NOT AT LEAST 13 YEARS OF AGE.

### **3. SITE OWNERSHIP AND INTELLECTUAL PROPERTY**

The Site as well as its contents, features, functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), and all information, products, and services offered by us to you in connection with the Site (collectively, the “Content”) are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights pursuant to international conventions and U.S. and other laws. The Site and the Content are the property of us and/or the applicable third-party licensors, and all right, title, and interest in and to the Site and the Content will remain with us or such third-party licensors. Our logos, page headers, custom graphics, and other icons are service marks, trademarks, registered service marks, or registered trademarks of us. All other products, names, and company logos mentioned on the Site or in the Content are trademarks of their respective owners.

These Terms of Use permit you to use the Site exclusively for your lawful, personal, informational, and other non-commercial use. You do not acquire ownership rights to the Site or any Content, other than those rights in the materials that you submit to us or otherwise enter through the Site, if any, that you may have or any rights that we may specifically grant you in writing, such as the limited license to use the Site, as further described below. These Terms of Use do not grant you any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or other intellectual property right of the Company or the respective intellectual property owners. You will abide by any and all additional copyright notices, information, or restrictions contained in any Content.

We accommodate and do not interfere with standard technical measures used by copyright owners to protect their materials. Where applicable, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act, we reserve the right to terminate your use of the Site or the information and Content contained therein if we determine in our sole and absolute discretion that you are involved in infringing activity, regardless of whether such alleged infringement is a first-time or repeat occurrence and/or whether the material or activity is ultimately determined to be infringing.

#### **4. FEEDBACK**

If you provide us with comments, bug reports, feedback, or modifications proposed by you to us, about the Site or the Content (collectively, “**Feedback**”), we will have the right to use such Feedback at our discretion, including but not limited to incorporating such Feedback into the Site and the right to assign, license or otherwise use such Feedback.

By providing Feedback, you hereby grant us a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display such Feedback on the Site and in all other media or formats, whether currently known or hereafter developed, for any purpose and without any compensation to you. You represent and warrant that (a) such Feedback are not confidential; (b) you own and control all of the rights, title and interest in and to the Feedback or you otherwise have all necessary rights to post and use such Feedback and to grant the rights to us that you grant in this Agreement; (c) the Feedback are accurate and not misleading or harmful in any manner; and (d) the Feedback, and your use and posting thereof, do not and will not violate this Agreement or any applicable law, rule or regulation.

#### **5. PROHIBITED USES**

You may only use the Site and the Content as expressly permitted under these Terms and only for lawful purposes; any other use is prohibited. Any use of the Site or the Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws. Without limiting the foregoing, you agree that you will not attempt to or in fact:

- Use the Site in any way that violates federal, state, local, or international law or regulation;
- Use the Site to transmit or send unsolicited commercial communications;
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others;
- Post any infringing, obscene, indecent, or unlawful material or information;
- Gain unauthorized access to, interfere with, damage, disrupt, or circumvent any of the security features of the Site (or the servers, networks, and databases associated with the Site);
- Access the Site through any robot, spider, or other automated means;
- “Screen scrape”, “monitor”, “mine”, “copy”, or “mirror” the Site;
- Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Site without our express written consent;
- Engage in any activity that interferes with, disrupts, or imposes an unreasonable or disproportionately large load on the Site (or the servers, networks, and databases associated with the Site);
- Introduce to the Site (or the servers, networks, and databases associated with the Site) any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs, or other material which is malicious or technologically harmful;
- Use the Site to copy, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works from the Site or any Content;
- Reproduce, redistribute, republish, duplicate, copy, display, sell, rent, sublicense, trade or resell any Content or other aspect of the Site for any commercial purpose (except for Content specifically and expressly made available for redistribution) without our prior written consent;
- Remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, copyrights, warranties, disclaimers, or other proprietary notations;
- Impersonate us, our employees, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); and
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or develop restricted or password-only access pages, or hidden pages or images.

You are solely responsible for (and we have no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which you may suffer) of any such breach.

## **6. INFORMATION ABOUT YOU AND YOUR VISITS TO THE SITE**

Personal information we collect via the Site is subject to our Privacy Policy [[hyperlink](#)]. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy [[hyperlink](#)].

## **7. AVAILABILITY; REVISIONS; RELIANCE ON INFORMATION POSTED**

The information presented on or through the Site, including the Content, is made available solely for general information purposes. We reserve the right to modify or discontinue the Site at any time with or without notice to you. We do not guarantee continuous, uninterrupted or secure access to the Site. The operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control or through acts of God.

We reserve the right, at our sole discretion, for any reason, at any time, with or without notice to you, to modify or discontinue, temporarily or permanently, the Site (or any part thereof) or to terminate your username and account and/or your access to the Site (or any part thereof). Under no circumstances shall we be liable for any loss, damage, liability, or expense incurred or suffered which is claimed to result from your use of the Site, including without limitation, any fault, error, omission, interruption, or delay with respect thereto.

We use reasonable efforts to update the information on the Site, and the Contents are subject to change without notice. However, we do not make any commitment to update the Site or the Content. The Content and the Site may include technical, typographical, or photographic errors.

We do not warrant the accuracy, completeness, or usefulness of the Site or the Content. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site.

If you have questions about the information presented on the Site, please contact us using the information provided in "Contact Information" at the end of these Terms of Use.

## **8. SECURITY MEASURES**

Parthenon will apply reasonable measures to protect the security of nonpublic personal information and other data essential for use of the Site, such as information you upload or enter when using the Site. You shall protect the confidentiality and security of your credentials, and you shall not allow any person to have access to or to use your credentials.

Parthenon is entitled (but not required) to apply security measures to protect the Site and the Content, and Parthenon may block users (or IP addresses) identified or suspected as being used to access the Site (i) without authorization, (ii) for unlawful purposes or for purposes of disrupting, or (iii) in any manner that presents a risk of damaging the Site.

You shall immediately notify Parthenon of any activity on the Site suspected as being for unlawful purposes including any activity liable to disrupt, gain unauthorized access to, or cause any damage to the Site.

You shall immediately notify Parthenon of any security breach involving the Site of which you become aware, including any loss of nonpublic personal information and any incident where nonpublic personal information relating to you becomes available to unauthorized persons through the Site.

## **9. LINKING TO THE SITE AND SOCIAL MEDIA FEATURES**

You may link to the Site's homepage, provided you do so in a way that is fair and legal; but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to: (a) link from your own or certain third-party websites to certain content on this Site; (b) send e-mails or other communications with certain content, or links to certain content, on this Site; and/or (c) cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not: (a) establish a link from any website that is not owned by you; (b) cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site; (c) link to any part of the Site other than the homepage; or (d) otherwise take any action with respect to the materials on the Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features or any links at any time without notice in our discretion.

#### **10. LINKS FROM THE SITE; THIRD-PARTIES**

This Site may contain links to other Internet sites that our partners and other third parties. These links are provided for your convenience only. Your use of those sites is subject to the terms of use, if any, that each of those sites have posted. We have not reviewed all the sites linked to the Site, and we are not responsible for any changes to or content on them. We have no control over the content of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Our inclusion of any content is not an endorsement of that material or linked site or the companies that own or operate the material or linked sites.

This Site may also include content provided by third parties. All statements and/or opinions expressed in these materials, and all content other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **11. NO WARRANTIES**

(a) THE SITE AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE CONTENT. YOUR USE OF THE SITE, THE CONTENT, OR MATERIALS OBTAINED THROUGH THEM IS AT YOUR OWN RISK.

(b) WE DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SITE, THE CONTENT, OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS: (I) AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), AND (II) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. NEITHER US NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE OR THE CONTENT OR THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA.

(d) TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, RANSOMWARE, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY SITE LINKED TO IT.

(e) THE FOREGOING DOES NOT AFFECT ANY WARRANTY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 12. LIMITATION OF LIABILITY

(a) EXCLUSION OF INDIRECT DAMAGES. IN NO EVENT WILL WE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (E) ERRORS, INACCURACIES, OMISSION, OTHER DEFECTS IN, UNTIMELINESS, OR UNAUTHENTICITY OF INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH THE SITE; OR (F) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(b) MAXIMUM AGGREGATE LIABILITY. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SITE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$50.

(c) THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 13. INTERNATIONAL USERS

The availability of products and services described on this Site, as well as associated fees, charges, interest rates, and balance requirements may differ among geographic locations. We make no representation that the Site is appropriate or available for use in all locations or by all users and, whenever possible, has prohibited use of certain features and/or by anyone located outside the U.S. The information provided on this Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us or our affiliates, employees, directors, officers or agents to any registration requirement within such jurisdiction or country.

By using the Site, you consent to the collection, storage, processing, and transfer of your information in and to the United States, pursuant to applicable law and according to our Privacy Policy [[insert Privacy Policy link](#)]. Note that not every country offers the same level of privacy protection as you may have in your home country. We commit to uphold the privacy protections explained in this Terms of Use and our Privacy Policy and any data protection laws that apply to our Site.

## 14. GOVERNING LAW AND VENUE

All matters relating to the Site, the Content, or these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.

The courts having jurisdiction over the State of Tennessee shall have exclusive jurisdiction over all disputes arising in connection with these Terms of Use, and the place of performance of these Terms of Use is agreed by you to be the State of Tennessee.

#### **15. WAIVER AND SEVERABILITY**

No waiver by us of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Enforcement of this Agreement is in our sole discretion

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **16. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless us and our successors and assigns and all of their respective officers, directors, agents, employees, and affiliates from and against any claims, liabilities, damages, judgments, awards, losses, obligations, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (i) your breach of these Terms of Use; (ii) your violation of any third party's right, including, without limitation, any copyright, trademark, property right, or privacy right; or (iii) any claim that Content provided by you caused damage or loss to a third party. This defense and indemnification obligation will survive your use of the Site and any termination of this Agreement.

#### **17. TERMS OF USE MAY CHANGE**

We may modify these Terms of Use from time to time in our sole discretion. We will provide notice by, at a minimum, updating this posting. You are expected to carefully review these Terms of Use from time to time so you are aware of any changes. However, if we make material changes to these Terms of Use, we will notify you either through the email address you have provided us or by means of a prominent notice on the Site before the change becomes effective. Any changes to these Terms of Use will be in effect as of the "Last Updated" date referenced at the top of these Terms of Use. Your continued use of the Site constitutes your binding acceptance to these Terms of Use, including any changes or modifications that we may make. If any part of these Terms or any future changes to these Terms are not acceptable to you, you must not use or access the Site.

#### **18. ENTIRE AGREEMENT**

These Terms of Use, together with any documents expressly referred to in them, including our Privacy Policy [[hyperlink](#)], constitute the sole and entire agreement between you and us with respect to the Site and Content, and they supersede all previously written or oral agreements regarding the Site and Content. However, these Terms of Use do not supersede or amend any other agreement you have with us.

#### **19. TERMINATION**

You may terminate this Agreement at any time by discontinuing your use of the Site and providing us with a notice of termination. We reserve the right, without notice and in our sole discretion, to terminate your right to use the Site, or any portion of the Site, and to block or prevent your future access to and use of the Site or any portion of the Site.

#### **20. CONTACT INFORMATION**

All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to [REDACTED].