

# TERMS OF USE AGREEMENT

Last updated on June 29, 2020.

**READ THIS TERMS OF USE AGREEMENT BEFORE ACCESSING WEBSITE.**

This Terms of Use Agreement sets forth the standards of use of the Benninghofen Company (e.g. originally known as Berritt, Inc.) online service for visitors, clients or customers (called Members). Choice Awareness Management is a brand of Benninghofen Company. By using the [Choice Awareness Management](#) website you (the "Member") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at [Choice Awareness Management](#) website. Your continued use of the Services and/or Products after amendments are posted constitutes an acknowledgment and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

## 1. Description of Service

Benninghofen Company is providing Member with access to information, products and services of [Choice Awareness Management](#). Members must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Member's access to the Internet, and (3) pay any fees relate with such connection.

## 2. Disclaimer of Warranties.

**USE OF THIS SITE IS AT YOUR SOLE RISK. ALL MATERIALS, INFORMATION, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES WHATSOEVER. BENNINGHOFEN COMPANY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, BENNINGHOFEN COMPANY MAKES NO WARRANTY OR**

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**GUARANTEE THAT THIS WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.**

**YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

### **3. Limitation of Liability**

**IN NO EVENT WILL BENNINGHOFEN COMPANY BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEB SITE OR ANY USE OF THIS WEB SITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEB SITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF BENNINGHOFEN COMPANY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.**

**ADDITIONAL OR DIFFERENT TERMS, CONDITIONS, AND NOTICES MAY APPLY TO SPECIFIC MATERIALS, INFORMATION, PRODUCTS, AND SERVICES OFFERED THROUGH THIS WEB SITE. IN THE EVENT OF ANY**

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**CONFLICT, SUCH ADDITIONAL OR DIFFERENT TERMS, CONDITIONS, AND NOTICES WILL PREVAIL OVER THESE TERMS OF USE. PLEASE SEE THE APPLICABLE AGREEMENT OR NOTICE.**

**IN ADDITION, YOU WILL BE REQUIRED TO SIGN A LIABILITY RELEASE AGREEMENT FOR OUR WEBINARS AND WORKSHOPS, WHICH WILL BE MADE AVAILABLE TO YOU UPON PURCHASE WHEN YOU DOWNLOAD OUR STUDENT MATERIALS AND WORK PACKET FROM OUR SPECIAL SECURITY ACCESS LANDING WEBPAGE.**

## **4. Indemnification**

Member agrees to indemnify and hold Benninghofen Company, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

## **5. Members**

Visitors are individuals which visit this website. Clients are individuals which sign a SBPA, FSM, or PROJECT or LETTER OF UNDERSTANDING Agreement. Customers are individuals which purchase any product or service from this website. Each becomes a Member. No password or account is established for a Member. Members are entirely responsible for any and all activities which occur whether authorized or not authorized. Member agrees to notify Benninghofen Company of any unauthorized use or any other breach of security known or should be known to the Member. Member's right to use the Service is personal to the Member. Member agrees not to resell or make any commercial use of the Services or Products without the express written consent of Benninghofen Company.

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## **6. Modifications and Interruption to Service**

Benninghofen Company reserves the right to modify or discontinue the Service and related Products with or without notice to the Member. Benninghofen Company shall not be liable to Member or any third party should Benninghofen Company exercise its right to modify or discontinue the Service or Product. Member acknowledges and accepts that Benninghofen Company does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## **7. Third-Party Sites**

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## **8. Disclaimer Regarding Accuracy of Vendor Information**

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Benninghofen Company makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

Benninghofen Company makes no warranties or representations whatsoever with regard to any service or product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

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## 10. Compliance with Laws.

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Services or Products in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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directly or indirectly, that those Vendors endorse or have any particular affiliation with Benninghofen Company.

## 12. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, [Choice Awareness Management](#) designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

### Contacting Us

If there are any questions you may contact us using the information below.

#### Choice Awareness Management

1025 Alameda De Las Pulgas, #734  
Belmont, CA 94002, USA

eMail: [webster@benninghofencompany.com](mailto:webster@benninghofencompany.com) Telephone: (650) 918-9256 “General Inquiry”

## 13. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Benninghofen Company, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.