

Terms and Conditions

These are the terms and conditions between the individual or company registering for our services (the “Client”) and Triceratops, LLC, d/b/a Intelligent.ly (“Intelligent.ly” or “us”). These terms are a legally binding contract between the Client and us.

Last updated 04/14/2016

Attendance

Attendance is vital to the learning experience for the entire cohort. Enrollment of a participant is subject to cancellation if said participant has more than one unexcused absence.

Services

Intelligent.ly will provide the leadership training services and materials described on our website (the “Services”), in exchange for payment of the Service fees set forth on our website.

Proprietary Rights

Unless otherwise specified, all written and electronic material and information provided, including documents, services, text, graphics, logos and images, as well as the arrangement thereof (the “Training Materials”), are the sole property of Intelligent.ly, Copyright © 2016 Intelligent.ly. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without Intelligent.ly’s express written consent. The Client agrees to use the Training Materials solely for the purpose of training its executives and employees.

Confidentiality

Neither party will disclose to a third party or use any Confidential Information of the other party, for any reason or purpose, whatsoever except as needed to perform the Services hereunder or as otherwise authorized by the other party in writing. “Confidential Information” shall mean all confidential and proprietary information of the disclosing party hereunder, and shall include, in the Company’s case, all Training Materials, and, in the Client’s case, all Client Materials. It is understood and agreed that the Confidential Information is a valuable and unique asset of each party’s business, and is confidential and proprietary in nature and the sole property of such party. This provision shall survive the termination of the Agreement. For avoidance of doubt, Confidential Information shall not include information which at the time of disclosure or thereafter (a) is generally available to the public (other than as a result of a disclosure by the receiving party), (b) is available to the receiving party on a non-confidential basis from a source other than the disclosing party, *provided* such source is not and was not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting such information to the receiving party by a contractual, legal or fiduciary obligation, (c) has been independently developed by the receiving party independently of and without reference to the Confidential Information, as evidenced by its written records, or (d) which at the time of disclosure, and with respect to such disclosure only, is required to be disclosed pursuant to a requirement of law. If a particular portion or aspect of the Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such information shall remain subject to all of the provisions of these Terms and Conditions.

Disclaimer of Warranty and Limitation of Liability

INTELLIGENT.LY MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED, INCLUDING WITHOUT LIMITATION THE TRAINING MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, TRAINING MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” AND “WHERE-IS” BASIS WITH NO WARRANTY OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OR USE, LOST BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR AN AGGREGATE AMOUNT GREATER THAN THE CUMULATIVE FEES RECEIVED BY THE COMPANY HEREUNDER FOR THE ONE YEAR PRIOR TO THE DATE SUCH CLAIM AROSE.

This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes relating to these Terms or will be heard in the courts located in Middlesex County in The Commonwealth of Massachusetts. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Intelligent.ly’s failure to enforce any of these Terms is not a waiver of such term.

If you have any questions about these Terms or otherwise need to contact Intelligent.ly for any reason, you can reach our Customer Service at info@intelligent.ly or Intelligent.ly, 500 Harrison Ave, #3R, Boston, 02118.