

Privacy Policy:

**Rest assured, at Island Consulting & Professional Services your data's security is our priority. Our platform employs the latest measures for protection.**

Throughout our website, we will let you know if the information we ask you to provide is voluntary or required. By providing your personal information, you give us consent to use the information only for the purpose for which it was collected. We describe those purposes when we collect information. We will ask for your consent before using the information you provide for any secondary purpose other than those required by federal law.

**Last Updated: January 28, 2024.**

These Terms of Use (“Terms”) are entered into between you and Island Consulting & Professional Services LLC. (referred to as “IC&PS”, “us”, “our” or “we”) and represent a legal agreement between you and IC&PS. These Terms, together with any documents they expressly incorporate by reference, including the Privacy Policy, govern your access to and use of the website [www.islandconsultingllc.com](http://www.islandconsultingllc.com) including any content, functionality, and services offered on (the “Site”).

Please read the Terms carefully before you start to use the Site. If you do not agree with any of these Terms or do not wish to be bound by these Terms, your only option is to not use or access this Site. By accessing the Site, you are agreeing to abide by the following Terms.

We reserve the right, at our sole discretion, to modify or replace any part of these Terms. It is your responsibility to check these Terms periodically for changes. Your continued use of or access to the Site following the posting of any changes to these Terms constitutes acceptance of those changes. These Terms control the relationship between IC&PS and you. They do not create any third party beneficiary rights. IC&PS also reserves the right to suspend and/or deny access to the Site for scheduled or unscheduled maintenance, upgrades, improvements, corrections or otherwise.

### **Age**

This Site is offered and available to users who are eighteen (18) years of age or older. By using this Site, you represent and warrant that you are of legal age to form a binding contract with IC&PS and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

## **Use of the Site**

You are responsible for:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

In order to access the Site or some of the resources it offers, you may be required to provide certain registration details, such as your name, phone number or email address. You are solely responsible for any information you provide to us. You represent and warrant that your personal information is true, legal, accurate, non-fraudulent and solely yours. You may not impersonate, imitate or pretend to be somebody else when providing any information on the Site. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **Third Party Services**

If the Site provides with you with an opportunity to engage with third party services, and links to third party websites and services (collectively, "Third Party Services"), these Third Party Services are provided for your convenience only. I C&PS does not have any control over these Third Party Services, and accepts no

responsibility for them or for any loss or damage that may arise from your use of them.

These Terms do not apply to any Third Party Services and does not govern the practices of the providers of such Third Party Services. When utilizing Third Party Services, you should read the relevant terms of use regarding use of such Third Party Services. If you decide to access any of the Third Party Services available on or linked on this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Third Party Services.

### **Proprietary Rights**

IC&PS grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site solely under the terms and conditions provided hereunder.

IC&PS own the Site, and all related names, logos, products and service names, designs, and slogans used on the Site are trademarks of IC&PS its affiliates or licensors.

Island Consulting & Professional Services does not grant any licenses to any copyrights, patents, trademarks, trade secrets or other intellectual property rights other than the limited rights to use the Site, as set forth herein and subject to these Terms.

The Site may also contain intellectual property of third parties, including service marks and trademarks. Your use of this Site does not give you any right or license to use such intellectual property, without the prior written permission of the corresponding intellectual property owner.

These Terms permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Site.

You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

All rights not expressly granted herein are reserved by IC&PS. Your use of this Site does not grant you ownership rights of any kind in the Site.

### **Confidentiality**

As a result of your use of the Site, whether due to any intentional or negligent act or omission, we may disclose to you or you may otherwise learn of or discover our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods, and applications, or other aspects of our business ("Our Information"). You hereby agree and acknowledge that any and all of Our Information is confidential and shall be our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by the performance of these Terms. Any disclosure of Our Information to a third party, specifically including a direct competitor, is strictly prohibited and will be vigorously challenged in a court of law. All obligations contained herein shall survive the termination of these Terms. Furthermore, you acknowledge that Our Information is proprietary, confidential, and extremely valuable to us and that we would be materially damaged by your disclosure of Our Information. You acknowledge and

agree that monetary damages provide an insufficient remedy for the breach of this confidentiality obligation and that we shall be entitled to injunctive relief.

### **User Conduct**

In using the Site, you agree (i) not to send to IC&PS or upload onto or through the Site any information unless you have consent to do so; and (ii) that you will not:

- Violate any applicable international, country, province, federal or state laws, regulations or rules (collectively, "Laws") as a result of your use of the Site;
- Make any information available to IC&PS if doing so would violate any applicable Laws, industry or professional codes or standards, contractual or fiduciary obligations, confidentiality obligations, or employer policies or other requirements to which you are bound;
- Transmit any information, data, images, or other materials or post any content on the Site that contain vulgar, profane, abusive or hateful language, epithets or slurs, text or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature, or expressions of bigotry, racism, discrimination or hate, or are unlawful, harmful, threatening, harassing, libelous, defamatory, vulgar, obscene or otherwise objectionable or that may invade another's right of privacy or infringe any intellectual property right, including patent, trademark, service mark, trade secret, copyright or other proprietary rights of any third party;
- Provide any false information to IC&PS;
- Impersonate or attempt to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Violate or attempt to violate the security of the Site, including by: logging or attempting to log in to a server or account that you are not authorized to access; testing, scanning, probing or hacking the vulnerability of the Site or any network used by the Site or to breach security, encryption or other authentication measures or attempting to do any of the foregoing; or interfering with the Site by overloading, flooding, pinging, mail bombing or crashing it or attempting to do any of the foregoing;

- Reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, algorithms or any other aspect or element of any portion of the Site;
- "Scrape," copy, transfer, transmit or display any information, data, software, interfaces, code, widgets, tools or other materials contained in or accessible by means of the Site ("IC&PS Information") from the Site, or use or attempt to use any engine, software, tool, agent or other device or mechanism (including browsers, spiders, bots or robots, avatars or intelligent agents) to navigate or search any portion of the Site, other than through use of the search engine and search agents available from IC&PS on the Site and generally available to third party web browsers (e.g., Mozilla Firefox, Google Chrome, Apple Safari and Microsoft Internet Explorer);
- Harvest or collect IC&PS Information, email addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- Copy, mirror or otherwise attempt to replicate or reproduce the Site;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Site.

### **Reliance on Information Posted**

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. 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, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties, including third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of IC&PS. 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.

We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, 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:

- Link from your own or certain third-party websites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- 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. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.

### **Indemnification**

You hereby agree to indemnify, defend, and hold harmless IC&PS and its subsidiaries, affiliates, officers, directors, managers, members, shareholders, employees, agents, representatives and approved and permitted licensees and assigns from any and all loss and damage (including, without limitation, reasonable fees and disbursements of counsel incurred by IC&PS in any action or proceeding between IC&PS and an affiliate or between any third party and IC&PS or otherwise) from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Site, including but not limited to your breach of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

### **Severability**

If any provision of these Terms 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 will continue in full force and effect.

**Governing Law and Jurisdiction**

All matters relating to the Site and these Terms 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 Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Site shall be instituted exclusively in the courts of the State of Georgia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Change in Control**

In the event of a change of control of IC&PS or the sale of substantially all of IC&PS assets or other corporate event, all rights of IC&PS hereunder shall be transferable without notice to you.

**Contact**

If you have any questions about these Terms, you may contact us at [info@islandconsultingllc.com](mailto:info@islandconsultingllc.com).