

TERMS OF USE

PRODUCTIVE ENVIRONMENTS

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Welcome to this website (“Site”) for Productive Environments, LLC, doing business as Productive Environments™ and Personal Environments™ (“Company,” “we” or “us”). Use of the Site and any information, materials, content, work product, deliverables or services made available through the Site (collectively, the “Services”) is subject to these terms and conditions (“Terms of Use”). Please read these Terms of Use carefully before using the Services.

By visiting the Site or using any of the Services, you acknowledge that you have reviewed the Terms of Use and agree to be bound by them. These Terms of Use apply to any person who accesses or uses the Services (hereafter “you” or “your”). If you do not agree to these Terms of Use, you may not access or use the Services.

1. REGISTRATION.

To access some features of the Services, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a user name and password (“Registration Information”). You agree to provide true, accurate, and complete information about yourself. You are solely responsible for maintaining the confidentiality and security of your Registration Information. You are responsible for all activity that occurs using your account or Registration Information.

2. USE RIGHTS; PROJECTS.

If you are an individual, we grant to you a limited, non-exclusive, non-transferable, non-assignable, revocable right to access and use the Services for your personal, non-commercial use only. If you are a corporate or other legal entity, we grant to you a limited, non-exclusive, non-transferable, non-assignable, revocable right to access and use the Services for your non-commercial, internal business uses only. All other rights are reserved by the Company, unless we enter into a separate written Project Agreement as described below.

From time to time, we may elect to enter into special projects with certain clients and make additional project materials available to them through this Site. Typically the materials for special projects will be placed in a segregated section of the Site that requires unique user credentials to access, such as a user name and password. We may elect to grant additional or expanded use rights to you in connection with those special projects and, if we do, those additional or expanded use rights will be set forth in a separate written agreement between you and the Company (a “Project Agreement”).

3. USE RESTRICTIONS.

You may not modify, reproduce, publish, sublicense, share, transfer, resell, or create derivative works of the Services or any part of the Services. Furthermore, you may not access or use the Services: (a) for any unlawful purpose; (b) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (c) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against others; (e) to upload or transmit worms, viruses, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (f) to collect or track the personal information of others; (g) for purposes of creating a competing product or service; or (h) in any manner other than the manner in which they are intended to be used unless you first obtain our express prior written consent.

Additionally, you may not: (a) modify, adapt, reverse engineer, or decompile any software, code, applications, algorithms, methodologies or processes inherent in the Services or otherwise attempt to derive the source code of the foregoing; (b) use mail list, listserv, an auto-responder, or spam on the Services, or any process that interferes with the functionality of the Services; (c) record, process, or mine information about other users of the Services; (d) attempt to gain unauthorized access to the Services or the information technology systems, or networks connected to the same; (e) use the Services to violate the security of any computer network, or disrupt or interfere with the security of or otherwise cause harm to the Services; or (f) crawl, scrape, index, frame, or spider any page or associated content of the Services.

We reserve the right to terminate your use of the Services for violating any of the prohibited uses. You are solely responsible for any breach of your obligations under the Terms of Use and for the consequences of any such breach.

4. UPDATES AND UPGRADES.

From time to time, we may need to deploy or provide patches, updates, upgrades, additional content, or other modifications to the Services (for example for maintenance and enhancements, to add or remove features, or to resolve software bugs or address security concerns). These updates and upgrades may result in the Services being temporarily unavailable. In certain circumstances, we may need to suspend, withdraw, or disable the Services for longer periods while we deploy these updates and upgrades. If you do not install any update or upgrade then all of the functionality and features of the Services may not be available to you.

5. CHANGES TO THE TERMS OF USE.

We reserve the right to change, modify, or discontinue the Services or any portion of the Services, including any and all content, at any time without notice to you. We reserve the right to modify or amend these Terms of Use at any time. All changes will be effective immediately upon their posting on the Site. If we make a material change to these Terms of Use, we will endeavor to notify you of that change by posting the updated version to the Site. By accessing the Services after any changes to these Terms of Use, you agree to all such changes.

6. TERMINATION/SUSPENSION.

You agree that We or our licensors may issue a warning, temporarily suspend, indefinitely suspend, or terminate your right to use or access all or any part of the Services without notice, for any reason in our sole discretion, including, without limitation, violation of these Terms of Use or our belief that your use or access would violate any applicable law or would be harmful to the interests of, or potentially cause financial loss or legal liability to, us or any third party.

7. PRIVACY & YOUR INFORMATION.

When you use the Services, you are expressly agreeing and consenting to the collection and use of your personal information and other data. You hereby grant to Company, our agents, licensees, and assigns a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable, and sublicensable right and license to use, share, reproduce, distribute, prepare derivative works of your information that you upload to the Services, including without limit all Registration Information.

8. INTELLECTUAL PROPERTY RIGHTS.

Company and its third party licensors own all intellectual property rights in and to the Services including, without limitation, all trademarks, service marks, trade dress, trade secrets, copyrights, patent rights, logos, layout, organization, design, algorithms, methodologies, graphics, text, icons, audio, video, and other proprietary rights that are inherent within or used in connection with the Services (collectively, "Company IP"). Except for the limited grant of rights in Section 2, Company and its licensors reserve all ownership and rights in and to Company IP, and no implied rights are granted to you or any third parties. You may not use any Company IP in connection with any product or service that is not Company's, in any manner that is likely to cause confusion in the marketplace, or in any manner that harms or disparages Company.

9. FEEDBACK.

Company shall own all right, title, and interest in and to any feedback, suggestions, submissions, recommendations, ideas, concepts, know-how, or techniques (collectively, "Feedback") that you submit to the Services or otherwise choose to share with Company through other communication channels. Company shall have no obligation to compensate you for your Feedback. You hereby irrevocably assign to Company all rights that you may have in the Feedback and agree to execute and deliver such additional documents evidencing the assignment and transfer of rights in the Feedback as Company may reasonably request from time to time.

10. CHILDREN'S PRIVACY.

Individuals under the age of 18 are not permitted to use the Services. We do not knowingly collect or solicit personal information from children under the age of 13 or knowingly allow such persons to use the Services. If we learn that we have collected any personal information from a child under 13, we will take reasonable steps to delete such information. Parents or guardians who believe that their child has submitted personal information to us and would like to have it deleted should contact us as described below.

11. THIRD-PARTY WEBSITES.

The Services may contain links to other unrelated websites on the internet. Company is not responsible for the content, accuracy, copyright compliance, decency standards, or other materials on such websites. These Terms of Use do not apply to such unrelated websites and you should review the privacy policy and terms of use for any website that you visit. Company is not liable for any losses or damages incurred as the result of your dealings with such third parties.

12. DISCLAIMER OF WARRANTIES.

THE SERVICES AND ALL CONTENT MADE AVAILABLE THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NO WARRANTY IS MADE REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY, OR USEFULNESS OF THE SERVICES.

13. LIMITATION OF LIABILITY.

FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OWNERS, OFFICERS, REPRESENTATIVES, DIRECTORS, EMPLOYEES, CONSULTANTS, THIRD-PARTY SUPPLIERS, LICENSORS, AND AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") WILL NOT BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM YOUR USE OF THE SERVICES OR ANY OF ITS CONTENT. YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, TO THE EXTENT PERMISSIBLE BY LAW, THE AGGREGATE LIABILITY OF THE COMPANY PARTIES TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THE SERVICES SHALL NOT EXCEED THE LESSER OF (A) THE AMOUNT YOU PAID COMPANY FOR THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE HUNDRED DOLLARS (\$100.00).

SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

14. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless the Company Parties from any and all losses, expenses, claims, liabilities, damages, and costs (including, without limitation, attorneys' fees) arising from or related to (a) your use of the Services; (b) your use of any material, information, or data downloaded or otherwise obtained from the Services; (c) your violation of these Terms of Use; or (d) your infringement of any intellectual property or other right of Company or any other person or entity.

15. COPYRIGHT AGENT FOR CLAIMS OF INFRINGEMENT.

Pursuant to the Digital Millennium Copyright Act, Company designates the agent below to receive notifications of claimed copyright infringement. If you reasonably believe that your work has been copied in a way that constitutes copyright infringement, you must provide to Company's designated agent all of the following information:

1. an electronic or physical signature of the owner or the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your name, address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the information in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Company's designated agent for notification is **Paul von Paumgarten**, who may be contacted at: By Mail: **[REDACTED]**; By Phone: **414.306.3004**; By E-mail: **pvp@productiveenvironments.com** If you wish to report infringing materials other than for copyright infringement, please provide as much of the above information as possible. Although Company reserves the right to remove any material that it believes in good faith to be infringing material that is used without authorization by any or user of the Site, we are not obligated to do so except in accordance with the Digital Millennium Copyright Act. We also reserve the right to suspend or delete the account of any offender.

16. CONTRACT ELECTRONICALLY.

You agree that the Terms of Use, combined with your act of using the Site and/or the content offered on or through the Site have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of the Terms of Use on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print the Terms of Use and retain them in your records, which we encourage you to do.

17. GOVERNING LAW; VENUE.

All matters arising out of or relating to the Services or these Terms of Use are governed by and construed in accordance with the internal laws of the state of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the state of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the state of Wisconsin. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. You and Company expressly agree to submit to the exclusive jurisdiction and venue of the state or federal courts in Milwaukee County or Waukesha County, Wisconsin, United States of America, in all disputes arising out of or relating to the use of the Services. Company's failure to enforce any right or provision of the Terms of Use does not constitute a waiver of that right or provision.

18. ENTIRE AGREEMENT.

These Terms of Use constitute the entire agreement between you and Company relating to the Services and any content and materials obtained through the Services, and supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Company. These Terms of Use will inure to the benefit of Company's successors and assigns.

19. CONTACT US.

If you have questions about the Services or these Terms of Use, please contact us at pvp@productiveenvironments.com

20. MISCELLANEOUS.

Notwithstanding anything to the contrary in the Terms of Use, if any portion of the Terms of Use is deemed unlawful, void, or unenforceable by any arbitrator or court of competent jurisdiction, the Terms of Use as a whole shall not be deemed unlawful, void, or unenforceable, and only that portion of the Terms of Use that is unlawful, void, or unenforceable shall be stricken from the Terms of Use. The headings contained in the Terms of Use are for convenience of reference only, are not to be considered a part of the Terms of Use, and shall not limit or otherwise affect in any way the meaning or interpretation of the Terms of Use. All covenants, agreements, representations, and warranties made in the Terms of Use that by their nature should survive, as may be amended by Company from time to time, shall survive your acceptance of the Terms of

Use and the termination of the Terms of Use. We shall not be liable to you or any other party for any delay or failure in performance due to events outside of our reasonable control, including without limitation, acts of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of third-party communications facilities or networks, labor strike, delays of common carriers, or any other circumstances beyond our reasonable control.