

## **CDI TERMS OF SERVICE**

### **STATEMENT OF PURPOSE**

CDI is a Not for Profit organization of entrepreneurs. The information provided by CDI is provided as a service to the community and does not constitute legal or specific business advice. CDI makes no claims, promises or guarantees about the accuracy, completeness or adequacy of the information provided. As legal and business advice must be tailored to the specific circumstances of each case, which CDI does not have complete access to, and because laws are constantly changing, nothing provided by CDI should be used as a substitute for the advice of competent counsel, a financial planner or accountant. By signing this Terms Of Service Agreement ("Agreement"), you agree to be bound by the terms and conditions of this Agreement, including any changes or revisions to this Agreement, which CDI, in its sole discretion, may make in the future.

**CDI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE OPINIONS, INFORMATION, ADVICE OR STATEMENTS GIVEN. THE OPINIONS, INFORMATION, ADVICE OR STATEMENTS PROVIDED BY CDI ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. CDI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF CDI OR THE OPINIONS, INFORMATION, ADVICE OR STATEMENTS PROVIDED BY OR ASSOCIATED WITH CDI. YOU EXPRESSLY AGREE THAT BY SIGNING THIS AGREEMENT, ANY OPINIONS, INFORMATION, ADVICE OR STATEMENTS RECEIVED BY YOU ARE AT YOUR SOLE RISK.**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CDI DOES NOT MAKE ANY REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE OPINIONS, INFORMATION, ADVICE OR STATEMENTS PROVIDED BY CDI. IT IS YOUR SOLE RESPONSIBILITY TO INDEPENDENTLY EVALUATE THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE OPINIONS, INFORMATION, ADVICE OR STATEMENTS PROVIDED BY CDI.

THE OPINIONS, INFORMATION, ADVICE OR STATEMENTS PROVIDED BY CDI ARE INTENDED ONLY TO ASSIST YOU WITH BUSINESS DECISIONS AND ARE BROAD IN SCOPE AND DO NOT CONSIDER YOUR COMPLETE PERSONAL FINANCIAL SITUATION, OR THAT OF YOUR BUSINESS ENTITY. YOUR PERSONAL FINANCIAL SITUATION, AND/OR THAT OF YOUR BUSINESS ENTITY IS UNIQUE AND THE OPINIONS, INFORMATION, ADVICE OR STATEMENTS PROVIDED BY CDI MAY NOT BE APPROPRIATE FOR YOUR SITUATION. CDI MERELY PROVIDES FREE BUSINESS ADVICE BASED ON THE LIMITED AMOUNT OF FINANCIAL AND OTHER RELEVANT

INFORMATION GIVEN TO IT. ACCORDINGLY, BEFORE MAKING ANY DECISIONS OR IMPLEMENTING ANY FINANCIAL STRATEGY BASED ON THE OPINIONS, INFORMATION, ADVICE OR STATEMENTS OF CDI, CDI RECOMMENDS THAT YOU OBTAIN ADDITIONAL INFORMATION AND ADVICE OF YOUR ACCOUNTANT AND OTHER FINANCIAL ADVISORS WHO ARE FULLY AWARE OF YOUR UNIQUE CIRCUMSTANCES.

#### **LIMITATIONS ON CDI'S LIABILITY**

CDI shall in no event be responsible to, or liable to, you, or any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any damages, including, but not limited to, special, incidental, indirect or consequential damages that include, but are not limited to, damages for any loss of profit, revenue or business, as a direct or indirect result of: (I) any opinions, information, advice or statements given to you by CDI; (II) your reliance upon or use of the opinions, information, advice or statements given to you by CDI, or otherwise arising out of the opinions, information, advice or statements given to you by CDI, whether resulting in whole or in part, from breach of contract, tortious behavior, negligence, strict liability or otherwise, even if CDI and/or its officers, directors or board members had been advised of the possibility of damages.

#### **PROPRIETARY INFORMATION**

CDI strongly urges you to avoid sharing any proprietary information with CDI, other guests or presenters. You agree that if you do share any proprietary information, you do so at your own risk. CDI shall in no event be responsible to, or liable to, you, or any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any damages, including, but not limited to, special, incidental, indirect or consequential damages that include, but are not limited to, damages for any loss of profit, revenue or business, as a direct or indirect result of any disclosure of proprietary information.

#### **GUESTS'/PRESENTERS' OPINIONS**

From time to time, presenters and guests will offer opinions, advice and information to other presenters and guests. CDI neither endorses nor is responsible for any opinion, information, advice or statement made by a guest or presenter.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold CDI and our affiliates, business partners, officers, directors, employees, agents and any successors in interest harmless from any loss, liability, claim, demand, damage or expense (including reasonable legal fees) asserted by any third party relating in any way to your use of the opinions, information, advice or statements given by CDI. CDI reserves the right to assume the exclusive defense and control of any matter subject to

indemnification by you, which shall not excuse your indemnity obligations.

**MISCELLANEOUS**

This Agreement is governed by and construed in accordance with the laws of the State of Ohio, United States of America, without regard to its principles of conflicts of law. You agree to personal jurisdiction by the federal and state courts located in the County of Geauga, located in Chardon, Ohio, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us. This Agreement is not assignable, transferable or sublicensable by you except with CDI's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

All recording devices are strictly prohibited, Guests and presenters are encouraged, however, to take notes.

Signed and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

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