



## **Terms of Use**

This terms of use governs your use of the Six Disciplines Triangle (SDTriangle) website [www.sdtriangle.com](http://www.sdtriangle.com) (Website), and website's contents. SDTriangle is unwilling to license or otherwise authorize the use of the website except on the terms contained in this terms of use document. Your use of the SDTriangle website shall constitute an acceptance by you of this terms of use. If you do not wish to agree to the terms of use, discontinue all use of the SDTriangle website and website contents.

These terms of use is the complete and extensive statement of SDTriangle's obligations and responsibilities to you, as a user of the SDTriangle website, and superseded any other proposal, representation, or other communication on behalf of SDTriangle relating to the subject.

## **Definitions**

- a. "SDTriangle Parties" is Six Disciplines Triangle, its licensed affiliates, service providers, licensors and/or suppliers.
- b. "Website" is [www.sdtriangle.com](http://www.sdtriangle.com), including certain non-public areas accessible by authorized users only.
- c. "Website Contents" is all materials on the Website, including, without limitation, text, images and software, and all modifications and enhancements thereof.

## **User Conduct on the Website**

*When using the Website, you agree:*

- a. not to use the Website in any way that is unlawful, or harms a SDTriangle Party or any customer of a SDTriangle Party, as determined by Six Disciplines Triangle, in its sole discretion;
- b. not to interrupt, or attempt to interrupt, the operation of the Website in any way;
- c. not to restrict, in any way, any other user from using the Website;
- d. not to post or transmit to the Website any software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software, hardware or



telecommunications equipment;

e. not to use the Website to transmit, directly or indirectly, any unsolicited bulk email or unsolicited commercial email (spam);

f. not to post any obscene, indecent, pornographic, hateful, profane, sexually explicit, abusive, false or misleading, fraudulent, slanderous, libelous, defamatory, unlawful or otherwise objectionable material, at any time;

g. to assume sole responsibility for the content of any materials you post on the Website;

h. except as necessary to use the Website, not to copy, reproduce, post or distribute, in any way, any portion of the Website or derivative works thereof; and

i. to comply with any reasonable rules or regulations relating to use of the Website posted on the Website.

## **Links to Other Websites**

Our website contains links that enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at privacy statements applicable to the websites in question.

## **Modification to the Website**

SDTriangle reserves the right to modify, suspend or discontinue the Website or any portion thereof at any time, including the availability of any area of the Website. SDTriangle may also impose limits on certain features and services or restrict your access to part or all of the Website without notice or liability.



## **Privacy and Security**

SDTriangle is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement (Policy).

SDTriangle may change this Policy from time to time by updating this page. You should check this page from time to time to ensure that you are aware of any changes. Any changes made take effect immediately once published on this site. It is your responsibility to make sure that you are aware of the most current, up to date policies. This policy was last modified on July 1, 2010.

We are committed to ensuring that your information is secure. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk.

We are committed to protecting your privacy at SDTriangle. We will not collect personal information from you that you do not want to volunteer, and we are the sole owner of all information collected on this site. Examples of information collected are names and emails for the purpose of joining our newsletter listing or to participate in SDTriangle programs and services. We do not distribute, share, lease or sell your personal information to third parties unless we have your permission or are required by law to do so.

## **Reservation of Rights**

All rights not expressly granted to you pursuant to these Terms of Use are reserved to Six Disciplines.

## **Monitoring**

To the maximum extent permitted by applicable law, you grant SDTriangle the right to monitor the Website, and your use of it, and to disclose such information in the event that SDTriangle, in good faith, believes it is necessary for purposes of ensuring your compliance with these terms of use, and protecting the rights, property, and interests of SDTriangle Parties or any customer of a SDTriangle Party.



## **Proprietary Protection of Website**

SDTriangle is the owner or licensee of all right, title and interest in and to the Website and its Contents, and all modifications and enhancements thereof, including all trade secrets, copyrights and patents pertaining thereto. These Terms do not provide you with title or ownership of the Website or any Website Contents, but only a right of limited use in accordance with these Terms of Use.

You may not use, display, reproduce, create derivative works of, re-license, sell or distribute the Website, Website Contents, or any portion thereof, except as otherwise provided in these Terms of Use.

You acknowledge and agree that the Website and its contents consist of proprietary products of Six Disciplines or third parties, protected under United States copyright law and trade secret laws generally.

You acknowledge that Six Disciplines Triangle does not grant any license or other right to use any of its trademarks, service marks, copyrightable material, or other intellectual property, except as expressly provided in this policy.

You acknowledge that, in the event of your breach of any of the provisions of this Section, SDTriangle will not have an adequate remedy at law. SDTriangle shall, therefore, be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. SDTriangle's right to obtain injunctive relief shall not limit its right to seek further remedies.

## **Indemnification**

You hereby agree to indemnify, defend and hold harmless SDTriangle from and against any and all claims, proceedings, damages, liability and costs (including reasonable attorneys fees) incurred by SDTriangle in connection with any claim arising out of (i) any breach or alleged breach of any of your obligations set forth herein, (ii) any acts by you or materials or information posted or transmitted by you in connection with the Website, regardless of the type or nature of the claim. You shall cooperate as fully as reasonably required in the defense of any claim. SDTriangle reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of SDTriangle.



## Disclaimer of Warranties

The website, including all website contents, is provided “as is”, “with all faults” and “as available”. SDTriangle parties make no warranty of any kind whatsoever, express, statutory or implied. Any and all warranties are expressly disclaimed, including, without limitation, (i) warranties of merchantability, fitness for a particular purpose, workmanlike effort, title, security, accuracy, non-infringement, availability, reliability, or uninterrupted access; (ii) warranties arising throughout course of dealings or usage of trade; and (iii) warranties that access to or use of the website will be secure, uninterrupted or error free. This disclaimer applies to any expenses, damages or injury, regardless of the cause.

No advice or information provided by SDTriangle shall create any warranty,

## Exclusive Remedy; Limitation on Liability; Cumulative Liability

If you are dissatisfied with the SDTriangle website, including any of the website contents, you do not agree with any part of these terms of use, or have any other dispute or claim with or against SDTriangle with respect to these terms of use or the Six Disciplines or website, then your sole and exclusive remedy is to discontinue using the Six Disciplines and website.

In no event shall SDTriangle be liable to you, or any other person for any indirect, special, consequential, incidental or punitive damages (including damages for business profits, business interruption, loss of business information or similar loss) even if SDTriangle has been advised of the possibility of such damages. This limitation on liability set forth in this section is independent of your exclusive remedy and survives in the event such remedy is deemed unenforceable.

All limitations on liability, damages and claims are intended to apply without regard to whether other provisions of these Terms of Use have been breached or have proven ineffective.

No third party is authorized by SDTriangle to make any representation or warranty to you regarding the SDTriangle Website.

## Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the SDTriangle Website, or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.



## **Modifications to Terms of Use**

SDTriangle reserves the right to modify this Terms of Use statement from time to time by updating this page. You should check this page from time to time to ensure that you are aware of any changes. Any changes made take effect immediately once published on this site. It is your responsibility to make sure that you are aware of the most current, up to date policies. This policy was last modified on July 1, 2010. Your continued use of the SDTriangle Website following notice of any modification to these Terms of Use shall be deemed an acceptance of all such modifications.

## **Miscellaneous**

These Terms of Use and the relationship between you and SDTriangle shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions. You and SDTriangle agree to submit to the personal and exclusive jurisdiction of the courts located within the State of North Carolina.

The headings of sections of these Terms of Use are for convenience of reference only and shall not affect the meaning or interpretation of these Terms of Use.

You agree that SDTriangle may provide notices and other communications to you solely by means of e-mail, posting on the Website or other electronic transmission.

These Terms of Use constitutes the entire agreement between you and SDTriangle with respect to the SDTriangle Website (including the Website Contents), and supersedes all prior agreements between you and SDTriangle. If the terms contained in these Terms of Use conflict with any other terms contained within the Website, then the terms of these Terms of Use shall control. Failure by SDTriangle to enforce any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

In the event that any portion of these Terms of Use is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intent of the parties, and the remainder of the provisions shall remain in full force and effect.