

TERMS OF USE

These Terms of Use govern the use of Decisions' Community and its Marketplace (the "Online Services").

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) ACCESSING, DOWNLOADING OR USING AN ONLINE SERVICE, OR (3) OTHERWISE INDICATING YOUR ACCEPTANCE OF THESE TERMS OF USE, YOU AGREE TO THESE TERMS OF USE. YOU HEREBY AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THE AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW) TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES (AS DEFINED BELOW). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE DECISIONS' ONLINE SERVICES.

These Terms of Use are an agreement effective between you and Decisions, as of the date of your accepting these Terms of Use.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.

"Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Decisions" means Decisions, LLC, a Virginia limited liability company, and its Affiliates.

Notwithstanding the foregoing, if at any time a Solution or any portion thereof is subject to a separate agreement between you and Decisions, then your use of such Solution or such portion thereof is governed by that separate agreement during that time, and not by these Terms of Use.

Please note that certain parts of the Online Services may be subject other requirements and conditions. Any rights that you may have under these Terms of Use with respect to such part of the Online Services are subject to your fulfillment of such requirements and conditions. You must not access or use the Online Services unless you have accepted these Terms of Use and fulfilled all applicable eligibility requirements and conditions.

Changes to These Terms of Use

Decisions may change these Terms of Use by posting a revised version at [Decisions Master Services & Software License Agreement - Decisions](#), and such updates will be effective upon posting. Your use of the Online Services following any changes to these Terms of Use will constitute your acceptance of those changes to these Terms of Use.

Effect of Other Agreements with Decisions

In the event of any conflict with (a) any master agreement between your organization (the "Client") and Decisions, and (b) these terms, notwithstanding any order of precedence in the master agreement between Client and Decisions, the following order shall control in the event a conflict (1)

application-specific terms included on the Marketplace, (2) these terms, (3) any master agreement between your organization and Decisions.

Effect of Other Documentation

Certain areas of the Online Services may contain formal and informal documentation relating to Decisions' products, along with materials drafted by third parties. Any Decisions warranties as to its products' conformance with specifications and documentation that may be found in any agreement between the Client and Decisions apply ONLY TO the documentation that is provided to you in conjunction with the product. In the event of a conflict between formal documentation found on the Marketplace and formal documentation provided to you with your product, the latter shall prevail.

Operation of the Online Services

At any time, Decisions may modify or discontinue all or any part of the Online Services, or charge, modify, or waive any fees required to use a particular part of the Online Services. Any use of the Online Services is at your own risk, and you must comply with all applicable laws, rules, and regulations in doing so.

Your Personal Information

Privacy

Decisions' website privacy statement ("Privacy Statement") is a part of these Terms of Use and is incorporated herein by this reference. By accepting these Terms of Use you agree to Decisions' collection, use, and disclosure of your information as described in the Privacy Statement.

Click [Privacy Policy - Decisions](#) to view the Privacy Statement.

Registration Information

When you provide information about yourself to Decisions, such as when you create an account, you agree to: (a) provide accurate, current, and complete information about yourself and your employer, and not to provide information that attempts to impersonate another individual; and (b) maintain and promptly update such information to keep it accurate, current, and complete. If you provide any such information that is untrue, inaccurate, or incomplete, or Decisions have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, Decisions retains the right to suspend or terminate any account you establish and/or to refuse any or all current or future use of the Online Services.

You acknowledge and agree that you are responsible for maintaining the confidentiality of your login ID and password, and are fully responsible for all activities that occur under your login ID or Account. Your password(s) are user-specific and may only be used by you. You agree to: (a) notify us immediately of any unauthorized use of your login ID, password, or Account, or any other breach of security involving access to the Online Services through your Account; and (b) log out of your Account at the end of each session.

You acknowledge and agree that you cannot and will not attempt to hold us, our suppliers, affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors responsible for any liability, claims, or expenses arising from your failure to comply with this section.

User-Provided Content

Generally

You understand that all information, data, or other materials that you or another user provide in connection with the Online Services or otherwise communicate to us, including, but not limited to, content you provide using our forums, communities, Marketplace, and other messaging or other functions designed to enable you to post information to the Online Services or to communicate with others through the Online Services ("User-Provided Content"), is the sole responsibility of the person from whom such User-Provided Content originated. This means that you, and not us, are responsible for all User-Provided Content that you publish, post, upload, distribute, disseminate, or otherwise make available in connection with the Online Services. We do not control, monitor, or endorse User-Provided Content and, as such, do not guarantee the accuracy, integrity, or quality of any User-Provided Content.

You understand that by using the Online Services, you may be exposed to User-Provided Content that is offensive, indecent, or objectionable. Under no circumstances will we be liable in any way for any User-Provided Content, including, but not limited to, for any errors or omissions in any User-Provided Content, or for any loss or damage of any kind incurred as a result of the publication or use of any User-Provided Content published, posted, uploaded, distributed, disseminated, or otherwise made available in connection with the Online Services.

Rules of Conduct

You agree to comply with all laws and regulations applicable to your use of the Online Services. You agree not to publish, post, upload, distribute or otherwise make available any User-Provided Content:

- containing a solicitation of funds, a promotion, an advertisement, a solicitation to purchase goods or services, a solicitation of other users to use, join, or become a member of any commercial service or other organization, or any other commercial matter, unless the Online Service at issue specifically allows such User-Provided Content;
- that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- that is known by you to be false, inaccurate, or misleading or that is in our sole discretion harmful, threatening, abusive, inappropriate, profane, defamatory, vulgar, libelous, obscene, obscene as to minors, pornographic, racist, lewd, lascivious, filthy, excessively violent, harassing, indecent, unlawful, invasive of another's privacy, or otherwise objectionable;
- that infringes any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party or that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or
- that contains software viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- abide by policies of third party channels and social media properties where Decisions maintains a branded presence.

In addition, you agree not to:

- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User-Provided Content transmitted in connection with the Online Services;
- create a false identity or create an Account for anyone other than yourself without permission;
- install any software, file, or code that is not authorized by the user of a computer or device or that assumes control of all or any part of the processing performed by a computer or device without the authorization of the user of the computer or device;
- take any action that interferes with the proper working of the Online Services, compromises the security of the Online Services, or otherwise damages the Online Services or any materials and information available through the Online Services or violates any code of conduct or other guidelines which may be applicable for any particular Online Service;
- attempt to gain unauthorized access to any portion or feature of the Online Services, to any other systems or networks connected to the Online Services, to any of our servers, or to any of the services offered on or through the Online Services, including, but not limited to, by hacking, password “mining”, or any other unauthorized means;
- probe, scan, or test the vulnerability of the Online Services or any network connected to the Online Services or bypass the authentication measures on the Online Services or any network connected to the Online Services;
- use any automated means to collect information or content from or otherwise access the Online Services, including, but not limited to, through the use of technical tools known as robots, spiders, or scrapers, without our prior permission;
- falsify, delete, or modify any copyright management information or other program markings or notice of Decisions proprietary rights, such as author attributions, legal notices, proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded to the Online Services;
- harvest or otherwise collect and store information about other users of the Online Services, including e-mail addresses; or
- use, download, copy, or otherwise provide (whether or not for a fee) to a person or entity any directory of users of the Online Services or other user or usage information or any portion thereof.

Any materials uploaded to the Online Services may be subject to posted limitations on usage, reproduction, and/or dissemination; you are responsible for adhering to such limitations if you wish to use, reproduce, or disseminate the materials.

Reviews and Comments Regarding Solutions

The Online Services may enable you to post comments or reviews, including in regard to Solutions or reviews posted by others. Such reviews and comments will be posted under your name, as submitted to Decisions. If you do not want your name to appear in connection with a review or comment on the Online Services, do not post any such reviews or comments. For clarity, any such review or comment is considered a User-Provided Content.

Reviews and comments regarding Solutions should be useful to users in evaluating whether or not to use, download, or otherwise access a Solution or information about such Solution. Please post only reviews that may be useful and helpful to others. Without limiting the Rules of Conduct listed above, you must comply with the following rules in connection with the Online Services:

- You may post only one review per Solution, unless a later review by you reflects a good-faith rating change based on further evaluation of the Solution.
- If you post a review or comment on any Solution with which you are affiliated (e.g., a Solution that you or your employer or any related entity developed or owns), you must disclose such affiliation.
- If you post a review or comment on any Solution provided by any of your competitors, you must disclose the fact that the Solution is provided by your competitor.
- Reviews and comments that you post must not contain (a) any information or discussion regarding the employees, business or stock of Decisions or any other company; or (b) any information or discussion regarding products or services, or any links to any third-party sites, products or services, or any other material, that is not substantially related to the relevant Solution.
- Any review or comment you post must be accurate and truthful and reflect your honest experience with the relevant Solution.

Grant of License to User-Provided Content

By submitting any User-Provided Content to Decisions (other than technical support requests and private account-specific community collaboration), you grant (or warrant that the owner of such rights has expressly granted) Decisions a perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, display, perform, modify, adapt, publish, transmit, create derivative works from, or distribute (or have distributed) such User-Provided Content in any form, medium, or technology now known or later developed without compensation to you, subject to our Privacy Statement. You represent and warrant that: (a) all "moral rights" that you may have in such User-Provided Content have been voluntarily waived by you and that Decisions is free to use any ideas, concepts, know-how, or techniques that you submit to us for any purpose; and (b) all User-Provided Content that you submit is accurate, does not violate these Terms of Use, and will not cause injury to any person or entity. You also represent and warrant that you own or otherwise control all rights in and to any such User-Provided Content, and that our publication or use of your User-Provided Content will not infringe or violate the rights of any third party.

Decisions reserves the right to use, review, change, condense, or delete any User-Provided Content, or to refuse to post any User-Provided Content on the Online Services, in its sole discretion. Decisions does not guarantee that you will be able to edit or delete any User-Provided Content you have submitted.

Confidential Information

By virtue of participation in certain areas of the Online Services, you may have access to information that is confidential to Decisions ("Confidential Information"). "Confidential Information" shall mean all confidential and proprietary information of Decisions, including, but not limited to, all ideas, techniques, models, inventions, know-how, processes, software programs, source code, trade secrets, and works of authorship relating to our current, future, and proposed products and services; customer, employee, and supplier lists; and any and all Content (including User-Provided Content) published on the Online

Services by Decisions or any user. As used herein, Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of a user; (b) was in a user's lawful possession prior to the disclosure and had not been obtained by the user either directly or indirectly from Decisions; or (c) is lawfully disclosed to a user by a third party without restriction on disclosure.

You agree that you will, at all times: (a) take all steps reasonably necessary to hold the Confidential Information in trust and confidence; (b) not use the Confidential Information in any manner or for any purpose not expressly permitted by these Terms of Use or a separate written agreement between you and Decisions; and (c) not disclose any such Confidential Information to any third party that is not a user without first obtaining Decisions' express written consent on a case-by-case basis. You agree that these obligations and covenants are necessary and reasonable in order to protect Decisions.

Solution Downloads

The Online Services make available for download standalone programs built using the Decisions Platform and other components (each, a "Solution") that are sourced from (i) independent third-party developers or providers ("Providers") or (ii) Decisions.

Decisions-Built Solutions

Terms for use of Solutions developed and sourced by Decisions ("Decisions-Built Solutions") are included below. Unless otherwise stated in additional terms for a specific Decisions-Built Solution, beginning on the date of your download and provided that your organization is a current client of Decisions, Decisions will provide your organization with a non-transferable, non-exclusive license to use, access and modify the downloaded Decisions-Built Solution provided through the Online Services for the purpose and term stated in your master agreement with Decisions.

In the event of any conflict with (a) any master agreement between your organization (the "Client") and Decisions, and (b) these terms, notwithstanding any order of precedence in the master agreement between Client and Decisions, the following order shall control in the event a conflict (1) Solution-specific terms included on the Online Services, (2) these terms, (3) any master agreement between your organization and Decisions.

Decisions retains all right, title and interest to all Decisions-Built Solutions. You shall not make any change, alteration or modification to a Decisions-Built Solution, except as permitted herein.

Provider-Built Solutions

Use of the Solutions sourced from Providers may be governed by the terms of the Provider's end user license agreement or other agreement applicable to each Provider-Built Solution. Each Provider is solely responsible for its Solution(s), including, without limitation, for (i) any and all content, services or subscriptions provided through or in connection with the Solution, (ii) the development, installation, maintenance and support service, and use of the Solution, (iii) any and all warranties for the Solution, whether express or implied by law, to the extent not effectively disclaimed in the applicable license agreement, or other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, and (iv) the investigation, defense, settlement and discharge of any liabilities or claims by you or any third party in any way related to the Solution, including but not limited to, for

product liability, personal injury or death, noncompliance with applicable law, rule or regulation and infringement or misappropriation of a third party's intellectual property or other rights.

No Reverse Engineering

Unless specifically authorized by law, you may not reverse engineer, decompile, disassemble or otherwise attempt to determine source code or protocols from any Solution.

Solution Uploads

Decisions may enable you to publish certain listings (which may include listings of Solutions) on the Online Services. In order to do so, you must first have agreed to the Solutions Submitter Agreement. Any such publication is subject to the terms set forth in the Solution Submitter Agreement. For clarity, these Terms of Use do not authorize you to publish any Solution using the Online Services.

Ownership of Intellectual Property

All text, graphics, user interfaces, visual interfaces, photographs, videos, trademarks, logos, sounds, music, artwork, and computer code (collectively, "Content"), including, but not limited to, the design, structure, selection, coordination, expression, and arrangement of other Content, which is contained on the Online Services is owned, controlled, or licensed by or to Decisions, and is protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights and unfair competition laws. By granting you access to and use of the Online Services, Decisions does not transfer any ownership rights in any Content found on the Online Services, and by furnishing information and materials through the Online Services, Decisions does not grant any licenses to any copyrights, patents, or any other intellectual property rights.

Except as expressly provided in these Terms of Use, no part of the Online Services and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including "mirroring") to any other computer, server, website, or other medium for publication or distribution or for any commercial enterprise, without Decisions' express prior written consent. Notwithstanding the foregoing, you may view, use, download, and print selected portions of the Online Services solely for your own personal, noncommercial, informational use; provided that you do not republish such Content and that you keep intact all copyright, trademark, service mark, attribution, patent, and other proprietary notices.

The Online Services may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

Third Party Materials; Links

The Online Services may contain links to third-party websites and applications for your convenience and information. Decisions does not control those third-party websites and applications, and we do not endorse or make any representations about those third-party websites and applications. You acknowledge and agree that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such websites and applications that are not under our control, and that you will not hold us responsible for any harm that may arise based on your access to or use of any linked website or application.

Accuracy of Content

You acknowledge that Decisions has no duty or obligation to keep any Content on the Online Services accurate, current, or complete and agree that your reliance on any such Content is at your own risk. Although Decisions makes best efforts to maintain the accuracy of the Online Services, it does not represent or warrant that they are error-free.

Information that Decisions publishes on the Online Services may contain references to Decisions products, programs, and services that are not advertised or offered in your country. You acknowledge and agree that such references do not imply that Decisions intends to offer such products, programs, or services in your country. Consult your local Decisions business contact for information regarding the products, programs, and services that are available to you.

Disclaimer of Warranties

THE APPLICATIONS AND CONTENT INCLUDED IN OR AVAILABLE THROUGH THE ONLINE SERVICES ARE PROVIDED "AS IS" AND DECISIONS MAKES NO WARRANTIES WITH RESPECT THERETO. DECISIONS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSEE MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SYSTEMS OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. NO INFORMATION OR ADVICE OBTAINED BY LICENSEE FROM DECISIONS OR THROUGH THE SOFTWARE OR PROFESSIONAL SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Limitation of Liability

YOUR USE OF THE ONLINE SERVICES, INCLUDING THE APPLICATIONS AND CONTENT INCLUDED IN OR AVAILABLE THROUGH THE ONLINE SERVICES, IS AT YOUR SOLE RISK.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR SUCH PARTY'S AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE OR SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, (A) NO DECISIONS AFFILIATED PARTY WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE OPERATION OR PROVISION OF, OR YOUR USE OF OR INABILITY TO USE, THE PLATFORM OR ANY THIRD PARTY MATERIALS AVAILABLE ON THE PLATFORM, INCLUDING FROM ANY VIRUS, WORM, TROJAN HORSE, EASTER EGG, TIME BOMB, SPYWARE, MALWARE, RANSOMWARE OR OTHER SIMILAR COMPUTER CODE, FILE OR PROGRAM THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; AND (B) YOUR

SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE ONLINE SERVICES OR ANY THIRD PARTY MATERIALS IS TO STOP USING THE PLATFORM OR THIRD PARTY MATERIALS.

ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE) ARE MADE FOR THE BENEFIT OF EACH PARTY AND THEIR AFFILIATES.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE STATES, DECISIONS' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Indemnity

You agree to defend, indemnify, and hold Decisions, its suppliers, affiliates, subsidiaries, joint ventures, third-party service providers, and its respective employees, contractors, agents, officers, and directors harmless from any and all liability, claims, and expenses (including reasonable attorneys' fees) that arise out of or are related to (i) your violation of these Terms of Use, your submission of any Solutions or other content, or your use or misuse of the Online Services or any Solution available via the Online Services, including the accuracy or completeness of any products, programs, and services received by you, or your violation of any rights of a third party, and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information, private health information or other private information.

Procedure for Claims of Copyright Infringement

Decisions respects the copyrights of others, and we ask our users to do the same. If you believe that your copyrighted material is posted on any of the Online Services without your permission, please contact us with the following information:

- your mailing address, telephone number, and e-mail address;
- a description of the copyrighted work that you believe is infringed;
- a description of the material on the Online Services that you believe to be infringing your copyrighted work and its location, with enough detail so that we are able to locate it on the Online Services;
- 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;
- a statement by you declaring under penalty of perjury that (a) the above information in the notice is accurate, and (b) that you are the owner of the copyright interest involved or are authorized to act on behalf of that owner;and
- your physical or electronic signature.

Miscellaneous

Export Restrictions

You to comply fully with all relevant export laws and regulations of the United States and other countries ("Export Laws") to assure that neither a Solution nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

Notices

Notices to Decisions should be sent to:

Decisions, LLC
4588 Virginia Beach Blvd., Suite 104
Virginia Beach, VA 23462

You agree that Decisions may provide any notice or communication to you required or permitted under these Terms of Use to any contact information you have provided to Decisions, including, but not limited to, a mailing address or e-mail address.

Waiver

Any waiver by us of a breach of any provision of these Terms of Use shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of these Terms of Use. Any such waiver must be in writing. Failure by us to insist upon strict adherence to any term of these Terms of Use on one or more occasions shall not be considered a waiver or deprive us of the right to insist upon strict adherence to that term or any other term of these Terms of Use in the future.

Assignment

You agree that you may not assign these Terms of Use or any interest herein including, but not limited to, by sublicensing or delegating any obligation hereunder, without the prior written consent of Decisions.

Entire Agreement

These Terms of Use (including, where applicable, terms specific to a particular Solution) constitute the entire agreement between you and us with respect to the subject matter contained herein and supersede all previous agreements, statements and understandings from or between you and us regarding the subject matter contained herein.

Severability

If any portion of these terms are declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of these terms will be valid and enforceable to the fullest extent permitted.

Governing Law and Jurisdiction

These Terms of Use are governed by the laws of the Commonwealth of Virginia, United States, excluding its choice of law rules. Any legal action or proceeding relating to this Agreement shall be instituted exclusively in the state or federal court whose jurisdiction encompasses Virginia Beach, Virginia, United States. Decisions and you agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

If you are a consumer based in the European Union, this preceding provision does not apply and you may make a claim in the courts of the country where you reside.