



## MarketCulture.com

### Terms of Use

Updated as of 5/1/20

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#### **Definitions.**

- "Access" or "Accessing" means accessing, using, viewing the content or otherwise obtaining information on the Site.
- "Assets" refers to individual pieces of content available for consumption either for free or after purchase or subscription. Assets include" white papers, articles, how to guides, application tools, videos, webinars and templates.
- "Agreement" or "Terms" refers to these Terms and Conditions of Use and any subsequent modifications.
- "Company" refers to MarketCulture Strategies, Inc, a California corporation.
- "Multi-User Subscriber" refers to a Subscriber who purchases a subscription to the ELTM<sup>®</sup> for multiple Users.
- "easyLearn™ Training Modules (ELTM)" or "ELTM" means the subscription-based and pay per use database of audio-visual courses and associated materials that is available through the Site and is part of the Site.
- "Basic Content" means the articles, white papers, free webinars and other media flagged as "basic" on the ELTM, excluding the easyLearn™ courses, how to guides and application tools.
- "Premium Content" means the training videos and other media available on the ELTM, including the easyLearn™ courses, "how to guides" and "application tools".
- "Single-User Subscriber" refers to a Subscriber who purchases a subscription to the ELTM<sup>®</sup> for one (1) User.
- "Subscriber" refers to any person or entity that purchases or uses a subscription to the ELTM<sup>®</sup>, and may be a Single-User Subscriber, Multi-User Subscriber, Educator, Student or gift subscription recipient.
- "User" refers to any party who Accesses the Site. If You are Accessing the Site as an employee or agent of another, "User" refers to You and Your principal.
- "Website" or "Site" refers to the website maintained on the World Wide Web by MarketCulture Strategies, Inc, available at <http://www.marketculture.com> and <http://instant.marketculture.com>, and includes the ELTM<sup>®</sup>.
- "You" or "Your" refers to the User. If You are Accessing the Site as an employee or agent of another, "You" or "Your" refers to the User and the User's principal.



## 1. Binding Agreement

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YOU AGREE THAT BY USING THIS SITE OR ANY SERVICES OFFERED ON THIS SITE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

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**3. User Name and Password.** If you choose to open an account on the Site, you will be required to complete a registration process by providing the complete and accurate information requested. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your user name and password. You may not use the account, user name or password of someone else at any time. You agree to notify the Company promptly of any unauthorized use of your account, user name or password. The Company shall not be liable for any loss you may incur as a result of the unauthorized use of your account, user name or password.

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## **6. Fees; Renewal; Refund Policies.**

**Users are provided with two options for purchasing content:**

- 1. Using a shopping cart to purchase individual "assets"**
- 2. Signing on for a subscription to access all basic and premium content**

### **Single-User Subscribers**

#### **Monthly – easyLearn™ Basic**

- Access to Standard Content flagged as basic content in the ELTM
- Access to previews of paid content

#### **Monthly --- easyLearn™ Premium**

- Access to Premium Content
- Monthly subscription plan
- Automatically renews monthly until cancelled by Subscriber
- Automatically renews on the same date of each corresponding month or on final date of month if no corresponding date (January 31th subscription renews on February 28th)
- Fees charged on renewal date



- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
- Discounts, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- MarketCulture Strategies, Inc may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that MarketCulture Strategies, Inc provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- MarketCulture Strategies, Inc may terminate the subscription and these Terms if it is unable to renew the subscription based on inaccurate or outdated credit card information
- Right of Access to the ELTM granted under these Terms is effective only upon payment of the subscription fees

### **Annual Premium**

- Access to Premium Content
- Annual subscription plan
- Automatically renews yearly until cancelled by Subscriber
  - Automatically renews on the same date of each corresponding year or on final date of month if no corresponding date (e.g., February 29th)
  - Fees charged on renewal date
  - Subscriptions shall automatically renew as set forth herein
- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
- Discounts, rebates or other special offers are only valid for initial term; subscriptions renew at the then-current full subscription rates
- MarketCulture Strategies, Inc may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that MarketCulture Strategies, Inc provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- MarketCulture Strategies, Inc may terminate the subscription and these Terms if it is unable to renew the subscription based on inaccurate or outdated credit card information
- Right of Access to the ELTM granted under these Terms is effective only upon payment of the subscription fees

### **Multi-User Subscribers**

#### **Corporate Subscribers**

- Access to Premium Content
- Annual subscription plan
- If Subscriber paid by credit card: Subscriber may elect to have account automatically renew yearly until cancelled by Subscriber.

- Automatically renews on the same date of each corresponding year or on final date of month if no corresponding date (e.g., February 29th)
- Fees charged on renewal date
- Subscriptions shall automatically renew as set forth herein
- If Subscriber paid by cash or purchase order or by credit card (but selected the non-automatic renewal option), then Subscription does not automatically renew
- Prior to expiration, MarketCulture Strategies, Inc will provide invoice to the Subscriber for renewal payment
- If Subscriber fails to remit renewal payment prior to expiration, MarketCulture Strategies, Inc will cancel subscription
- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
- Discounts, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
- MarketCulture Strategies, Inc may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that MarketCulture Strategies, Inc provides notice at least thirty (30) calendar days prior to the expiration of the subscription
- MarketCulture Strategies, Inc may terminate the subscription and these Terms if it is unable to renew the subscription based on inaccurate or outdated credit card information (if Subscriber paid by credit card)
- Right of Access to the ELTM granted under these Terms is effective only upon payment of the subscription fees

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Users can download premium content that has been purchased using the cart feature up to a maximum of 3 times during the time in which their account is active

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