

Last Modified: August 9th, 2018

Website Terms of Usage

1. Use of Site and Materials

This site and its contents, such as logos, images, text, icons, software, technology, or other material are the property of Pole To Win. They may not be copied, distributed, or displayed for public or commercial use. Furthermore, you may not copy, distribute, or adapt the HTML code or scripts used to generate the pages of this website. This code is protected by Pole To Win's copyrights.

2. Acceptable Use of this Site

This site may not be used to distribute, store, transmit, or destroy any material in any manner:

- (a) that will infringe on any copyright, trademark, or trade secrets of others;
- (b) violate the privacy or personal rights of others;
- (c) that is in any way obscene, threatening, abusive, defamatory, or hateful;
- (d) that is in violation of any applicable law for the time being in force including but not limited to the sale, import, export, use etc. of illegal substances or gambling or other unlawful activities. Users are specifically prohibited from attempting to violate or violating the security of this website, including but not limited to, (i) sending unsolicited email, (ii attempting to access user information not belonging to them, (iii) attempting to interfere with the normal operation of this site or service to any other user by overloading the site, mailbombing, crashing, or submitting a virus to the site, (iv) forging any information or TCP/IP header information, or any other method used to deny service, (v) Using any robot, spider or any other data mining technology or automatic or manual process to monitor, cache, extract data from, copy or distribute the materials or content on the website (except as a result of standard use of an internet browser or search engine);

- (e) Copying, modifying, publishing, transmitting, distributing, displaying, performing, participating in the transfer or sale of, create derivative works on, or in any way exploiting, any of the copyrighted material on the website, in whole or in part, without prior written consent of Pole To Win;
- (f) Subleasing, leasing, selling, assigning, transferring, distributing, renting, permitting concurrent use of, or granting other rights in any material provided on the website to any third party;
- (g) Downloading any materials or content unless you see a '*download*' or similar link displayed on the website by reference;
- (h) Accessing the website through means other than through the interface that is provided by the Company;
- (i) Engaging in any form of antisocial, disrupting, or destructive acts, including "flaming,"
 "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the internet;
- (j) Violating any of the terms specified under the Terms of Use or any other website policies.

Pole To Win will investigate any occurrence which may involve any violation and seek cooperation with law enforcement officials in prosecuting users involved in such violations.

3. Commercial Use or Resale

You agree not to make any unauthorized commercial use of this website or service. You may not resell this service or assign your rights or obligations under these Terms of Usage. You may not reverse engineer any part of this website or service.

4. Indemnity

By using this site you agree to indemnify and hold harmless Pole To Win and service, their officers, directors, employees, and agents, from and against any claims, actions, or demands,

including, without any limitation, reasonable legal fees and accounting fees resulting from any use of this site or service.

5. Links to Other Sites

This site may contain links to other sites on the Internet that are owned and operated by third parties. These links are provided as a convenience to you as a user. A link to another website is not an endorsement of that site and the providers of this site are not responsible for the content, accuracy, or representations made by any third-party website. Any third-party links you access are accessed at your own risk. You acknowledge that Pole To Win is not responsible for the operation of or content located on or through any such site.

Pole To Win does not warrant or make any representations regarding the correctness or accuracy of the content on such websites. If you decide to access such linked websites, you do so at your own risk. Pole To Win does not in any way endorse the linked websites.

Similarly, this website can be made accessible through a link created by other websites. Access to this website through such links shall not mean or be deemed to mean that the objectives, aims, purposes, ideas, concepts of such other websites or their aim or purpose in establishing such links to this website are necessarily the same or similar to the idea, concept, aim or purpose of this website or that such links have been authorized by Pole To Win. Pole To Win is not responsible for any representations of such other websites while affording such link and no liability can arise upon Pole To Win consequent to such representation, its correctness or accuracy. In the event that any links afforded by any other website, is utilized to visit this website and such event is brought to the notice or is within the knowledge of Pole To Win, civil or criminal remedies as may be appropriate shall be invoked.

6. Content

Pole To Win provides free-to-access content in the form of, including but not limited to, blogs, articles and press releases. Pole To Win may also provide content for download, in exchange for basic personal information such as email address, name and profession, which will include but is not limited to case studies, white papers and infographics. Unless otherwise stated or implied, these works are the personal opinions of the authors and may not necessarily or accurately reflect the commercial or operational position taken by Pole To Win on a particular topic.

7. Privacy Policy

Please review our Privacy Policy, which also governs your visit to this Site.

8. Liability

This website and service are provided on an "as is" basis without warranty of any kind. Pole To Win as the providers of the website disclaim any and all warranties, either expressed or implied, to the fullest extent allowed by law. Pole To Win make no warranty that the site will operate in an error-free manner or that its servers are free from computer viruses or other harmful data. In no event shall the providers be liable for any damages whatsoever, including, without limitation, lost data, business interruption, or lost revenue or profits, resulting from the use of or inability to use this site. You hereby expressly release Pole To Win and/or any of its officers and representatives from any cost, direct, indirect, incidental, special, punitive or consequential damages, liability or other consequence of any of the actions/inactions of the other users and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise. Pole To Win will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and Pole To Win when you commenced using the website.

9. Remedies

Pole To Win is entitled to specific performance, injunctive relief, reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees for any breach of this Agreement.

10. Disputes

Any dispute relating in any way to your visit to the Site or to the products you purchase through the Site will be submitted to confidential arbitration in Larkspur, CA unless the parties agree upon confidential mediation. Pole To Win has the right to seek injunctive or other appropriate relief if you violate or threaten to violate our intellectual property rights in any proper court.

11. Severability

If any these provisions will be deemed invalid, void, or for any reason unenforceable, that condition will not affect the validity and enforceability of any remaining provision.

12. Our Address

Please send any questions, comments or suggestions, including all inquiries related to copyright infringement, regarding this Site to: Pole To Win Marketing, 125 E. Sir Francis Drake Blvd, Larkspur, CA 94939.

13. No Waiver

The rights and remedies available under these terms of use may be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. It may be waived only in writing. Delay in exercising or non-exercise of any such right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

14. Assignment

You cannot assign or otherwise transfer the terms of use, or any right granted hereunder to any third party. These terms of use comprise the full and complete agreement between you and

Pole To Win with respect to your use of the website and supersedes and cancels all prior communications, understandings and agreements between you and Pole To Win, whether written or oral, expressed or implied with respect thereto.