

# TERMS & CONDITIONS

Welcome to S3 Consultants, LLC. We appreciate your interest in the services we offer. This website and the service we provide are offered to you conditioned upon your acceptance, without modifications, of the terms, conditions, and notices contained in this document. Your use of this website and the download of any forms constitutes your agreement to all such terms. Please read these terms carefully and keep a copy for your records.

## **Your responsibilities**

Throughout the term of this Agreement, you are the party ultimately responsible for the health and safety of you, your clients, employees, customers, and everyone else you come in contact with and have a legal duty to avoid harming. You understand that our services and products are not guaranteed to work as you may intend and our services and products are for informational purposes only.

You understand that you are solely responsible for conducting a full independent analysis, research, evaluation, testing, and other reasonable measures to ensure that the products and services we provide are appropriate for your intended purpose. You understand that you are under no obligation to utilize or implement the products and services we provide. You are solely responsible for proper implementation of the products and services we provide and agree to meet and maintain compliance with all codes, industry requirement and standards (if applicable), and industry best practices.

## **Electronic communications**

Your use of this website and any electronic communication to contact us constitutes consent to receive electronic communications in return and you agree that all agreements, notices, disclosures, and other communications that we provide you electronically satisfy any legal requirements that such communications be in writing.

## **Links to other websites**

This website may contain links to other websites. Linked websites are not under our control and may change from time to time. We are not responsible for the content of any linked websites. We provide these links only as a convenience to you and any link does not imply that we endorse the site or are associated with that site.

## **Financial transactions**

Services, and all associated work product deliverables completed by S3 Consultants, LLC must be paid upon successful completion of said work. Payment may be made via credit card, or other online payment tool as provided by S3 Consultants, LLC. Completed deliverables on a payment schedule are on an as-requested basis, with the remaining balance paid in full within agreed upon timeframes by the client & **S3 Consultants**.

## **Confidentiality and nondisclosure**

Any information provided to you is privileged, proprietary, confidential, and protected by statute and/or case law, including but not limited to any technical or pricing information, or any trademarked or copyrighted material. Nothing shall not be disclosed by the Client to any other person or entity without our expressed prior written consent.

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## **Third-party reliance**

Nothing contained in this Agreement shall be construed, nor is intended to give any rights or benefits to any person or entity, other than to you, the customer, and us. All duties and responsibilities set forth and/or undertaken pursuant to this Agreement are for our sole and exclusive benefit and for no other person or entity. You agree not to disclose to any person or entity not a party to the Agreement any information, data, reports, documents, or other items we provide to this Agreement without our express prior written consent. You understand and agree that, in the event of any such disclosure without our prior written consent, we shall have no liability or responsibility to you or any other person or entity as to any liability, damages, judgments, settlements, fees, costs, expenses, or any amounts whatsoever incurred or resulting from such disclosure.

## **Warranties and liquidated damages**

We make no guarantee or warranty, including any implied warrant or merchantability or fitness that the products or services provided are the best for you, meet the regulations you are subject to, and/or will avert or prevent occurrences or the consequences of your improper use, oversight, management, compliance, etc., of the products or guidance we provide, your system, environmental factors, acts of god, and/or other conditions and circumstances beyond our knowledge. You understand that you are responsible for conducting a full analysis, evaluation, testing, and other reasonable measures to ensure that the products, recommendations, and services we provide are appropriate for you and your needs. You understand and agrees that, should we be found liable for loss or damage due to our failure of any of our products or services, our liability shall be limited to the total amount you actually paid us for the products or services, if any, and for services we rendered, of any, as liquidated damages and not as a penalty and this liability shall be exclusive. You further agree that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of the obligations imposed by this contract, or from negligence, active or otherwise, of us, our agents assigns or employees.

## **Disclaimer**

You understand that, despite the products and services we may provide, foreseeable and unforeseeable events may occur that could cause harm to you or those you have a legal duty to avoid harming and you still have the responsibly to act in a reasonable and prudent manner to meet and maintain industry standard levels of care and practice. Accordingly, we assume no liability and you hereby release us from any liability for damage due to your reliance on our products and services.

## **Limitation of liability**

With regard to the services we perform under this Agreement, we will not be liable to you, or to anyone who may claim any right due to any relationship with us, for any acts or omissions in the performance of services on our part, or on the part of our agents or employees, except when said acts or omissions are due to willful misconduct or gross negligence. You will hold us free and harmless from any obligations, costs, claims, judgments, settlements, attorneys' fees, and attachments arising from or growing out of such services rendered to you pursuant to the terms of this Agreement or in any way connected with the rendering of services, except when the same shall arise due to our willful misconduct or gross negligence,

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and we are adjudged to be liable for willful misconduct or gross negligence by a court of competent jurisdiction.

## **Indemnification**

You agrees to protect, indemnify, hold harmless and defend us, our employees and officers, agents, representatives, or heirs from and against any and all liabilities, judgments, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' fees and witness fees and other costs and expenses of defense and settlement, which we may incur, become responsible for, or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effects on the natural environment, any violation of local, state or federal laws, regulations or orders, or any applicable foreign laws, or any other damages claimed by third parties based on or arising in whole or in part out of the work, information, and documents we provide you or out of your violation of law or breach of this Agreement. You will provide us prompt written notice if you become aware of any claim, including any errors, omissions or inconsistencies in the services we provide under this Agreement. You will, at your expense, defend any claim or suit resulting from this Agreement and shall pay any judgment or settlement resulting therefrom. If, after such defense and payment, it is determined that we caused the damage due sole or contributory gross negligence, then we will reimburse you for the judgment and reasonable defense costs in proportion to our negligence. We will have the right, but not the duty to participate in any such claim or suit with attorneys we select. The obligations in this Article survive termination of this Agreement.

## **Remedies**

In the event of our liability, whether based on contract or tort (including but not limited to, negligence, strict liability or otherwise), your sole and exclusive remedy will be limited to, at our option, replacement or correction of any services or forms not in conformance with this Agreement or to the repayment of the portion of compensation you paid attributable to the nonconforming services or forms. We will not be liable for any other damages, either special, direct, indirect, incidental, consequential or otherwise, and in no event will our liability exceed the compensation for the nonconforming services.

## **Arbitration**

In the event a dispute arises under the terms of this Agreement, it is agreed that the dispute shall be referred to a mutually agreed arbitrator from Washington Arbitration & Mediation Service (WAMS) for resolution within 21 days from a written request for arbitration submitted by either party. If an arbitrator cannot be agreed upon, then WAMS shall designate one on its own. The arbitrator's decision shall be final and binding, and judgment may be entered thereon. The prevailing party shall be entitled to such party's reasonable costs, expenses, and attorney fees incurred in resolving or settling the dispute.

## **Amendments**

No modification of or change in this Agreement, waiver of any of its provisions or additional provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

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## **Waiver**

Any waiver of breach of any term or provision of this Agreement at any time will only be effective for the specific instance and specific purpose for which the waiver was given. Notwithstanding, if either party fails to exercise or delays exercising any of its rights or remedies under this Agreement that party retains the right to enforce that term or provision at a later time.

## **Notices**

All notices, demands, consents, waivers, and other communications provided under this Agreement (collectively, "Notices") must be in writing and are deemed duly given (i) upon hand-delivery, (ii) upon being sent by facsimile, with confirmation of transmission, (iii) the calendar day after it has been sent by a nationally recognized overnight delivery service, with confirmation of transmission, or (iv) three (3) calendar days after it has been sent by certified mail, return receipt requested. All Notices directed to Sellers or Buyer must be sent to their respective home addresses

## **Governing Law, Jurisdiction, and Venue**

This Agreement is governed by, and is to be construed and enforced in accordance with, the laws of the State of Washington. Client consents to jurisdiction of the courts of the State of Washington, and agrees that the venue for any legal action shall be in Pierce County Superior Court.

## **Severability**

Any provision of this Agreement held to be unenforceable in any jurisdiction shall be, as to that jurisdiction only, ineffective only to the extent of such unenforceability, without affecting any other provision hereof.

## **Conclusion**

We look forward to serving you and wish you the best as you take steps to further protect yourselves and those you serve and care for.