



TERMS OF USE

Effective Date: November 21st, 2022

Welcome to J.Thelander Consulting (“J.Thelander,” “we,” “us” or “our”). These Terms of Use (“Terms”) apply to your use of our website, www.jthelander.com and any other websites where these Terms of Use are posted (the “Sites”). By using our Sites, you agree to be bound by the terms and conditions of these Terms. If you do not agree to the terms and conditions of these Terms, please do not use the Sites.

These Terms of Use explain the terms by which you may use our Sites and any other domain, software, and technology we use to provide such service or website and the content, services, tools, features and functionality we provide on or in connection with such service or website (collectively the “Service”). By accessing or using the Sites, or by clicking “I Agree”, or otherwise affirmatively manifesting your intent to be bound by these terms and conditions, you signify that you have read, understood, and agree to be bound by these Terms of Use, including without limitation to the collection and use of your information as set forth herein, whether or not you are a registered user of our Service.

These Terms of Use apply to all visitors, users, and others who access the Sites on behalf of a company, organization or other entity (a “company” or “entity”) including but not limited to the customer company themselves and individuals otherwise using any aspect of the Service per customer company request (collectively, “Users”). Service access may have different roles with respect to different types of Users and “you” as used in this Agreement will apply to the appropriate type of User under the circumstances.

PLEASE NOTE THE ARBITRATION PROVISION SET FORTH BELOW, WHICH REQUIRES, EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST J.THELANDER ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

1. AGE LIMITATION AND ACCOUNT CREATION

You must be at least 18 years old to use our Sites. If you are under 18 years old, please do not use our Sites.

To access certain portions of the Sites, such as the Thelander Platform (the “Platform”), you must create an account. You agree to provide truthful and accurate information during the account creation process. You also agree to maintain the accuracy of any submitted data. If you provided

any information that is untrue, inaccurate, or incomplete, we reserve the right to terminate your account and suspend your use of any and all Sites.

You are responsible for preserving the confidentiality of your account password and will notify us of any known or suspected unauthorized use of your account. You agree that you are responsible for all acts or omissions that occur on your account while your password is being used.

You may never use another User's account without permission. You are solely responsible for the activity that occurs on your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower-case letters, numbers and symbols) with your account. We are not liable for any losses caused by any unauthorized use of your account.

Please advise the individuals using the Sites on behalf of your company that your user name and password are confidential and for your company's exclusive use.

By providing your email address you consent to our using the email address to send you notices, including any notices required by law, instead of postal mail. We may also use your email address to send you other messages, such as changes to features of the Sites and special offers.

Please note that the Platform is only accessible through a paid subscription and/or participation in a survey. All data contained therein may only be used for business purposes by authorized users with a subscription. Any unauthorized use of data will result in the immediate termination of the subscription and access to the Platform without a refund. Please note that all subscriptions are nontransferable and non-refundable.

2. USER CONDUCT

By using the Sites, you agree not to use the Sites in any manner that:

- Is designed to interrupt, destroy or limit the functionality of, any computer software or hardware or telecommunications equipment (including by means of software viruses or any other computer code, files or programs);
- Interferes with or disrupts the Sites, services connected to the Sites, or otherwise interferes with operations or services of the Sites in any way;
- Infringes any copyright, trademark, trade secret, patent or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- Consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Causes us to lose (in whole or in part) the services of our Internet service providers or other suppliers;
- Links to materials or other content, directly or indirectly, to which you do not have a right to link;

- Bypasses the measures we may use to prevent or restrict access to the Sites, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Sites or the content;
- Collects any personally identifiable information, including account names, from the Sites;
- Is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive or another's privacy, hateful, or racially, ethnically or otherwise objectionable, as determined by us in our sole discretion;
- Copies, modifies, creates a derivative work of, reverse engineers, decompiles or otherwise attempts to extract the source code of the software underlying the Sites or any portion thereof;
- Violates, or encourages anyone to violate these Terms, any ancillary terms and conditions listed on the Sites, or the Privacy Policy; or
- Violates, or encourages to violate, any applicable local, state, national, or international law, regulation, or order.

Without prior notice, we may: change the Sites; stop providing the Sites or features of them, to you or to users generally; or create usage limits for the Sites. We may permanently or temporarily terminate or suspend your access to the Sites without notice and liability for any lawful reason, including if in our sole determination you violate any provision of these Terms of Use. Upon any such termination, you continue to be bound by these Terms of Us.

3. SUBSCRIPTION INFORMATION

All subscriptions are valid for 12 months from date of purchase and include two users unless otherwise specified. When you access the Thelander online platform, you agree to our terms of use. All data is published in aggregate only with NO individual names, firm names or company names reported.

4. LINKING

We welcome links to Sites. You are usually free to establish a hypertext link to the Sites so long as the link does not create a false implication of sponsorship or endorsement of your site by the Sites or by J.Thelander.

5. NO FRAMING

Without the prior written permission of J.Thelander, you may not frame, or make it appear that a third-party site is presenting or endorsing, any of the content of the Sites, or incorporate any intellectual property of the Sites, J.Thelander or any of its licensors into another website or other service.

6. INTELLECTUAL PROPERTY OWNERSHIP

The Sites and their content, features and functionality, including, without limitation, information, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof (collectively, the "Content"), are the exclusive property of J.Thelander, our licensors or other content suppliers, and are protected by United States copyright, trademark, patent and other intellectual property or proprietary rights laws,

and may not be used or exploited in any way without our prior written consent. You may download information from the Sites and print out a hard copy for your personal, noncommercial use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein, you may not modify, copy, distribute, display, reproduce, sell, license, or create derivative works from any information or Content, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of J. Thelander or any applicable third party suppliers. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. You agree to comply with reasonable written requests from us to help us protect our proprietary and intellectual property rights.

Use of the Sites for any purpose not expressly permitted by these Terms of Use is strictly prohibited.

Without limiting generality of the foregoing, you expressly acknowledge and agree that all survey reports provided to you as part of the Sites are J. Thelander's proprietary, copyrighted material for your internal use only and may not be provided by to third parties, unless other terms have been specifically agreed to in writing by J. Thelander. Violation of copyright will result in termination of the your subscription without refund and may be subject to legal actions at the discretion of J. Thelander.

7. YOUR INTELLECTUAL PROPERTY RIGHTS AND LICENSE GRANT

In the event any features on the Sites, either now or in the future, allow you to post or submit content and materials for publication on the Sites ("Your Content"), you own any intellectual property rights to Your Content, but you agree that we can use, reproduce, modify, adapt and publish Your Content for purposes of enabling us to offer the Sites or the features you have elected to use. You are responsible for Your Content, and acknowledge that once published, we cannot always remove it.

We are providing you with access to the Sites pursuant to a limited, non-exclusive, non-sub-licensable, non-transferable, revocable license. You can use the Sites for personal, noncommercial use, and subject to these Terms. This license is available to you as long as you are not barred from the Sites by applicable law and your account is not terminated by us or by you. We may terminate this license and your access to the Sites at any time for any reason or no reason. If these Terms are not enforceable where you are located, you may not use the Sites. We reserve all right, title, and interest not expressly granted under this license to the fullest extent possible under applicable laws.

8. COMPENSATION AND CAPITALIZATION INFORMATION

Before receiving your complimentary silver subscription to the Sites and the Platform, you will be required to complete a survey and to provide the following information about your company: (a) executive and board compensation, including title, base salary, incentive pay and equity held;

(b) an abbreviated capitalization table; and (c) total amount of financing, revenue, number of employees and other related information.

You must resubmit the above data to J. Thelander at least fourteen (14) days prior to expiration of your subscription in order to maintain access to the Sites. You may submit data without updating it if your data is less than twelve (12) months old provided there are no significant changes to either your company metrics or employee information.

All data submitted will be subject to a J. Thelander quality assurance review. Your access to the Sites will be delayed until a preliminary review of the data that you have submitted has been completed. This typically occurs within fourteen (14) business days after submittal.

9. LINKS TO EXTERNAL SITES

The Sites may contain links to other websites. We are not responsible for the availability of these external websites nor do we endorse the activities or services provided by these websites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external websites.

10. PRIVACY

We respect your privacy and have taken specific steps to protect it. Your submission of personal information through the Sites is governed by our Privacy Policy [[insert link](#)].

11. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED UNDER LAW AND SAVE FOR THE RIGHTS GRANTED TO CONSUMERS UNDER APPLICABLE LAWS, THE SITES AND CONTENT ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITES OR THE CONTENT OR COMMUNICATIONS ON THE SITES, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITES. WE DISCLAIM IMPLIED WARRANTIES THAT THE SITES AND ALL SOFTWARE, CONTENT AND SERVICES, INFORMATION DISTRIBUTED THROUGH THE SITES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY J.THELANDER OR A REPRESENTATIVE SHALL CREATE A WARRANTY.

WE DO NOT GUARANTEE THAT THE SITES WILL MEET YOUR REQUIREMENTS, OR THAT IT IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE SERVICES THAT MAY BE OBTAINED FROM THE USE OF THE SITES, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT ALL TIMES OR LOCATIONS OF YOUR CHOOSING.

FURTHER, WE DO NOT ENDORSE AND MAKE NO WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE SITES. UNDER NO

CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT ON THE SITES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITES. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT ON THE SITES.

You agree to defend, indemnify and hold harmless J. Thelander and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third-party right, including without limitation any right of privacy, right provided by any labor or employment law, rule, or regulation, or intellectual property right; (iii) your violation of any applicable law, rule or regulation; (iv) any content or account information that is submitted via your account including without limitation misleading, false, or inaccurate information; (v) your gross negligence or willful misconduct; or (vi) as a result of your fault, any other party's access and use of the Sites (or access and use of any third-party service via the Sites) with your unique username, password or other appropriate security code (or, with respect to third-party services, your account information).

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER LAW AND SAVE FOR THE RIGHTS GRANTED TO CONSUMERS UNDER APPLICABLE LAWS, WE WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY DAMAGES OR LIABILITIES, INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL (INCLUDING ANY LOSS OF DATA, REVENUE OR PROFIT OR DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH) ARISING WITH RESPECT TO YOUR USE OF THE SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (I) USE OF OR INABILITY TO USE THE SITES, (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD PARTIES, (IV) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SITES, OR (V) ANY OTHER MATTER RELATING TO THE SITES.

IN ADDITION, WHEN USING THE SITES, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM WHICH IS BEYOND THE CONTROL AND JURISDICTION OF J.THELANDER, ITS PARTNERS, ADVERTISERS, AND SPONSORS OR ANY OTHER THIRD PARTY MENTIONED ON THE SITES. ACCORDINGLY, WE ASSUME NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SITES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13. COPYRIGHT INFRINGEMENT

We will investigate notices of copyright infringement and take actions we determine are appropriate under applicable law including, in the United States, the Digital Millennium Copyright Act. If you are a copyright owner and believe that any information on the Sites infringes upon your copyrights, we request that you submit written notification of your claimed copyright infringement to us. Your notification must include the following: (i) an electronic or physical signature of the copyright owner or the person authorized to act on the copyright owner's behalf; (ii) a description of the copyrighted work you believe has been infringed; (iii) a description of the information you believe is infringing that is reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and, if available, email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, under the penalty of perjury, that the information in the notification is accurate and you are authorized to act on behalf of the copyright owner.

14. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

Except where and to the extent prohibited by law, by using the Sites, you and we agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites or the breach, enforcement, interpretation, or validity of these Terms or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent to:

- Us, at J.Thelander Consulting Inc., 2829 Bird Avenue, Suite 5, Miami, Florida 33133 or
- You, at the address we have on file for you.

Both you and we agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such disputes shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability,

or formation of these Terms, including any claim that all or any part of these Terms are void or voidable.

15. CHOICE OF LAW AND CHOICE OF FORUM

These Terms have been made in and shall be construed in accordance with the laws of the State of Florida, without giving effect to any conflict of law principles. Any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the State of Florida and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ADVANCED-HR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

16. NO PROFESSIONAL ADVICE

If we provide you any professional information, it is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any such information without first seeking independent professional advice from a person who is licensed and/or qualified in the applicable area.

For clarity, you will be solely responsible for: (i) compliance with any and all applicable laws, rules, and regulations affecting your business; and (ii) any use you may make of the Sites to assist in complying with any such laws, rules, or regulations. The Sites do not include any legal, regulatory, accounting, or tax advice, and you will rely solely upon your own advisors with respect to such advice.

17. MODIFICATION AND TERMINATION

We reserve the right to modify these Terms at any time. When we do so, we will update the "Effective Date" above. You will be notified of any material changes to these Terms via a posting on the Sites and via email at the email address we have on file for you.

We shall have the right to immediately terminate these Terms with respect to any user which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms.

18. ASSIGNMENT

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

19. ENTIRE AGREEMENT

This Agreement, together with any amendments and any additional agreements you may enter into with J. Thelander related to this Agreement, shall constitute the entire agreement between you and J. Thelander concerning the Sites. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

20. NO WAIVER

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

21. CONTACT US

If you have any questions, comments or concerns about these Terms, please contact us at:

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