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- g) “DETMAR” means DETMAR LLC, a Pennsylvania corporation.

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No Removal of Notices

You agree that You will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights and/or DETMAR's rights and ownership thereof, whether such notice or indications are affixed on, contained in, or otherwise connected to, any materials.

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The downloads, media, and or materials may be used to create materials in print or electronic form only for the students, clients, or other individuals who receive instruction, therapy, supervision, assessment, care, or other services directly from You. You may charge those individuals for the costs associated with providing materials created with the downloads, media, and or materials. Otherwise, materials created with the downloads, media, and or materials may not be sold without prior written consent of DETMAR.

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In order to make a claim under this warranty, You must return the defective item with proof of purchase to DETMAR or an authorized dealer, postage prepaid, during the warranty period. If, in DETMAR's sole discretion, it is unable to replace defective downloads, media, and or materials or DETMAR is unable to provide corrected downloads, media, and or materials, or corrected documentation, DETMAR will, at its sole and exclusive option, either replace the downloads, media, and or materials with a functionally equivalent downloads, media, and or materials at no charge to You or refund the purchase price of the downloads, media, and or materials. These are Your sole and exclusive remedies for any claim, including but not limited to, any claim of breach of warranty.

Limitation of Liability, No Liability for Consequential Damages

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will DETMAR be liable to You or any other person or entity, for any special, incidental, consequential, direct, indirect, punitive, statutory, exemplary, or similar damages, including any loss of use, lost profits or lost, damaged or corrupted data arising out of the use, reliance upon, or inability to use the downloads, media, materials, and or any data supplied therewith even if DETMAR or an authorized DETMAR dealer has been advised of the possibility of such damages, or if such damages are foreseeable, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to You. In no case shall DETMAR's liability exceed the purchase price of the downloads, media, and or materials. This limitation shall apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of this agreement.

Indemnification

You agree to indemnify, defend and hold DETMAR, its parent, subsidiary, and affiliated entities, and the officers, directors, employees, agents, licensors, suppliers of each of them harmless from and against any and all liability and expenses, costs, including reasonable attorney fees incurred by such parties, in connection with or arising out of Your (a) violation or breach of any term of this agreement or any applicable law or regulation, whether or not referenced in this agreement, or (b) violation of any right of any third party, or (c) use or misuse of the downloads, media, and or materials.

The provisions of this section shall survive the termination of the Agreement, howsoever caused, but this shall not imply or create any continued right to use the downloads, media, and or materials after termination of the Agreement.

Section 8 – Additional provisions

You may not undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, or disassembly or hacking of the downloads, media, and or materials or any part thereof.

You agree that DETMAR and its affiliates may collect and use technical information gathered as part of the product support services provided to You, if any, related to the downloads, media, and or materials. DETMAR may use this information solely to improve our products or to provide customized services or technologies to You and will not disclose this information in a form that personally identifies You.

Binding Arbitration

By using the downloads, media, and or materials, You agree with DETMAR that, except as set forth below under “Exceptions to Arbitration,” any claim, dispute or controversy (“Claim”) by either You or DETMAR against the other, whether related to the downloads, media, and or materials or otherwise, including the enforceability of this arbitration agreement, will be resolved by binding arbitration. This arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16).

In absence of this arbitration agreement, You and we may otherwise have had a right or opportunity to litigate claims through a court, and/or participate or be represented in court by others, but all claims except as set forth below under “exceptions to arbitration”, must now be resolved through arbitration.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitrator fees and Your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by telephone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, You and DETMAR may litigate in court to compel arbitration, stay proceeding



pending arbitration, or to confirm, modify, vacate or enter judgement on the award entered by the arbitrator.

Restrictions. You and DETMAR agree that any arbitration shall be limited to the Dispute between DETMAR and You individually. To the full extent permitted by law, (a) no arbitrator shall be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration. You and DETMAR agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Dispute seeking to enforce or protect, or concerning the validity of, any of Your or DETMAR’s intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief.

Enforceability

If any part of this Agreement is found void and/or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a written document signed by an authorized officer of DETMAR. Updates may be licensed to You by DETMAR with additional or different terms. This is the entire agreement between DETMAR and You relating to the downloads, media, and or materials and it supersedes any prior representations, discussions, undertakings, communications or advertising related to the downloads, media, and or materials.

Captions and Section Numbers

The caption and section numbers appearing anywhere in this Agreement are inserted only as a matter of convenience for reference and in no way define, limit, construe or describe the scope or intent of this Agreement or of any such provision or clause of this agreement nor in any other way affect this Agreement or any part thereof.

Termination

Without prejudice to any other rights, DETMAR may terminate the license granted under this Agreement if You fail to comply with the terms and conditions of this Agreement. In such

event, You must destroy all copies of the downloads, media, and or materials and all of its component parts.

New Versions

DETMAR reserves the right to change this Agreement at any time by publishing the revised Agreement on the DETMAR Website. The revised Agreement shall become effective within thirty (30) days of such publication, unless You expressly accept the revised Agreement earlier by clicking on the accept button. You express acceptance, or Your continued use of the downloads, media, and or materials after the expiry of the notice period of thirty (30) days, shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this agreement at www.detmarllc.com. DETMAR reserves the right to change any of the Additional Terms from time to time and such changes will become effective either within thirty (30) days of publication of the revised version on the Website (unless You expressly accept the revised terms earlier by clicking on the accept button if this option is made available), or within the timeframe set out in the applicable terms if different.

Compliance with Licenses

If You are a business or organization, You agree that upon request from DETMAR or authorized DETMAR representative; You will within thirty (30) days fully document and certify that use of any or all downloads, media, and or materials at the time of the request is in conformity with Your valid licenses from DETMAR.

Please note:

By using these downloads, media, and or materials, You expressly acknowledge that You have read this Agreement and understand the rights, obligations, terms and conditions set forth herein and consent to be bound by its terms and conditions and agree that upon installing or using the downloads, media, and or materials, You will use it in accordance with the above terms and conditions.