

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies. We only use cookies to store a single session id.

2. Credit

- 2.1 This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

3. Copyright notice

- 3.1 Copyright (c) 2020 Rampant Strategy, LLC.
- 3.2 Subject to the express provisions of these terms and conditions:
 - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
 - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. License to use website

- 4.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) stream audio and video files from our website and
 - (e) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

- 4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 4.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) exploit material from our website for a commercial purpose; or
 - (d) redistribute material from our website.
- 4.6 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

- 5.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - (e) access or otherwise interact with our website using any robot, spider or other automated means;
 - (f) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 5.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is [true, accurate, current, complete and non-misleading].

6. Registration and accounts

- 6.1 You may register for an account with our website by completing and submitting the account registration form on our website, paying any signup fees shown on the account registration page, and accepting these terms & conditions.
- 6.2 You must not allow any other person to use your account to access the website.
- 6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account. Please contact support@rampantstrategy.com
- 6.4 You must not use any other person's account to access the website.

7. Payment

- 7.1 When registering for a student account or signing up for a classroom simulation, you may be required to pay a fee. The fee will be based on the type of simulation your instructor is using. If a fee is required, you must pay the fee for your account to be active in the simulation. If you have an existing account and are signing up for a new simulation, you will be required to pay the fee before you can join your instructor's simulation. Each simulation has its own pricing based on the type of simulation being conducted.
- 7.2 Fees may be paid by credit card or coupon code. Coupon codes may be issued through campus bookstores and may not be available at all locations. Please contact Rampant Strategy, LLC at support@rampantstrategy.com if you wish to pay by coupon to receive more information.
- 7.3 If you are registering a student account and do not pay the fee to join the section, Rampant Strategy, LLC has the right to restrict or prohibit your instructor from viewing your data.
- 7.4 Product information can be found at <http://www.rampantstrategy.com/pricing>.
- 7.5 Instructor/Researcher accounts can be issued manual invoices. Invoices must be paid in full by the due date indicated on the invoice. Failure to pay in full will result in interest payments being accrued. Contact Rampant Strategy, LLC at support@rampantstrategy.com to resolve any invoice issues.
- 7.6 After payment has been processed, the purchaser has the right to withdraw from the contract and request a refund within 14 days of purchase. Rampant Strategy, LLC will issue a refund within 30 days of a valid request for refund. Rampant Strategy can cancel or suspend your account per our terms in Section 9.
- 7.7 All complaints made by a purchaser must be emailed to support@rampantstrategy.com. If the purchaser and Rampant Strategy, LLC are not able to settle the dispute by agreement, the purchaser may contact the Consumer Dispute Committee. You can review the procedural rules and

submit a complaint at <http://www.komisjon.ee>. The Consumer Dispute Committee is competent to resolve disputes arising from a contract between a purchaser and Rampant Strategy, LLC. Resolution of disputes by Consumer Dispute Committee is free of charge for the purchaser. A purchaser may also turn to the dispute resolution bodies of the European Union. For more information, please visit <http://ec.europa.eu/consumers/odr>.

8. User login details

- 8.1 If you register for an account with our website, you will be asked to choose a user ID and password.
- 8.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 11; you must not use your account or user ID for or in connection with the impersonation of any person.
- 8.3 You must keep your password confidential.
- 8.4 You must notify us in writing immediately if you become aware of any disclosure of your password. Please contact support@rampantstrategy.com
- 8.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

9. Cancellation and suspension of account

- 9.1 We may:
 - (a) suspend your account;
 - (b) cancel your account; and/or
 - (c) edit your account details,at any time in our sole discretion without notice or explanation.
- 9.2 You may cancel or suspend your account on our website by emailing support@rampantstrategy.com.

10. Your content: licence

- 10.1 In these terms and conditions, "your Content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website].
- 10.2 **You Retain Ownership of Your Content.** You retain ownership of all of your intellectual property rights in your Content. Rampant Strategy, LLC does not claim ownership over any of your Content. These terms and conditions do not grant us any licenses or rights to your content except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.

- 10.3 **Limited License of Your Content.** You grant Rampant Strategy, LLC a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for limited purposes of providing the Services to you and as otherwise permitted by Rampant Strategy, LLC's privacy policies. This license for such limited purposes continues even after your stop using our Services, with respect to aggregate and de-identify data derived from your Content and any residual backup copies of your Content made in ordinary course of Rampant Strategy, LLC's business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide us with feedback about our services, we may use your feedback without any obligation to you.
- 10.4 You may edit your content to the extent permitted using the editing functionality made available on our website.
- 10.5 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

11. Your content: rules

- 11.1 You warrant and represent that your content will comply with these terms and conditions.
- 11.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 11.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;
 - (h) be in breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;

- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory;

12. Limited warranties

12.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

12.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

12.3 To the maximum extent permitted by applicable law and subject to Section 13.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

13. Limitations and exclusions of liability

13.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

- 13.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:
- (a) are subject to Section 13.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 13.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 13.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 13.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 13.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 13.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 13.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

14. Breaches of these terms and conditions

- 14.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (e) suspend or delete your account on our website

14.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

15. Variation

15.1 We may revise these terms and conditions from time to time.

15.2 We will show you revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from that date forward; if you do not agree to the revised terms and conditions, you must no longer be able to use our website and will have to stop using it.

15.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and, we will disable or delete your account on the website, and you must stop using the website.

16. Assignment

16.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

16.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

17. Severability

17.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

17.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18. Third party rights

18.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

18.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

19. Entire agreement

19.1 Subject to Section 13.1, these terms and conditions shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

20. Law and jurisdiction

- 20.1 These terms and conditions shall be governed by and construed in accordance with United States and European Union law.
- 20.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Delaware.

21. Statutory and regulatory disclosures

- 21.1 We are registered in *Delaware*; you can find the online version of the register at <https://icis.corp.delaware.gov/ecorp/entitysearch/namesearch.aspx>. Our File Number is 7391466.
- 21.2 We are registered as *an LLC in Delaware* and are subject to *Delaware & US corporate law*.

22. Our details

- 22.1 This website is owned and operated by *Rampant Strategy, LLC*.
- 22.2 Our business address is at *2035 Sunset Lake Road, Suite B-2, Newark, DE 19702*.
- 22.3 You can contact us:
 - (a) by post, using the postal address given above;
 - (b) by email, using support@rampantstrategy.com.