

TOS Terms of Service

1. Our Contact Information.

Address Excel Soup to Nuts PO Box 343 Downingtown, PA 19335 USA

2. Definitions.

* "Excel Soup to Nuts ," "Website," or "Site" refers to the website maintained on the World Wide Web by Excel Soup to Nuts , available at <http://www.collegemarketdecoded.com>.. * "User" refers to any party who accesses the Site. * "Access" means accessing, viewing the content or otherwise obtaining information located at the Computer Based Training. * "Agreement" refers to these terms and conditions of use and any subsequent modification.

3. Acceptance of Terms.

Please carefully read the following Terms of Use and Disclaimers before accessing and using Excel Soup to Nuts . Excel Soup to Nuts reserves the right to modify these terms of use at any time without notice to User. Any change in these terms of use is effective immediately upon User's receipt of notice from Excel Soup to Nuts . Notice can be given through e-mail, posting on the Site or any other means by which User may obtain notice. Users agree to periodically check these terms of use for changes. Any use of the Site after changes have been made shall be deemed acceptance of those changed terms of use.

User is solely responsible for providing the equipment related to Accessing the Site, including all computers, remote communications equipment, telephone or other equipment.

4. Authorized Use.

Excel Soup to Nuts hereby grants to You a non-exclusive license to use and Access the content and information according to the provisions contained herein adherence to the terms of the this Agreement.

5. Prohibited Conduct.

User expressly agrees to refrain from doing, either personally or through an agent, any of the following:

1. Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site; adversely affects Excel Soup to Nuts 's computers or databases;
2. Otherwise engage in any action which Excel Soup to Nuts determines is detrimental to the use and enjoyment of the Site.
3. Capture, download, save, upload, otherwise retaining information and content available on the site other than what it expressly allowed by the terms of this Agreement;
4. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site.

5. Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site;
6. Transfer the Site content to another person; "frame," "mirror," "in-line link," or employ similar navigational technology to the Site content; "deep link" to the Site content;
7. Violate Excel Soup to Nuts security mechanisms, Access any data or server You are not authorized to access; or otherwise breach the security of the Site or corrupt the Site in any way;
8. Engage in any other conduct which violates the Copyright Act or other laws of the United States.
9. Use any device or other means to harvest information about other Users.

In order to ensure that Users of the Site do not engage in Prohibited Conduct, Excel Soup to Nuts reserves the right to monitor use of the Site to any person or entity whose use of the Site suggests Prohibited Conduct. The terms "normal patterns" and "abuse" shall be determined solely by Excel Soup to Nuts .

6. Warranties.

Excel Soup to Nuts warrants that the site allows Users to access it if operated as directed, will substantially achieve the functionality described. Excel Soup to Nuts does not warrant, however that your use of the Site will be uninterrupted or that the operation of the Site will be error-free or secure.

Although Excel Soup to Nuts has attempted to provide accurate information on the Site, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

7. Disclaimer and Limitation of Liability.

USER ACCESSES THIS SITE AT HIS OR HER OWN RISK. THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS ARE SPECIFICALLY DISCLAIMED. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL EXCEL SOUP TO NUTS OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, THIRD PARTY CONTENT PROVIDERS OR ASSIGNS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. YOUR USE OF THIS SITE IS AT YOUR SOLE RISK AND ANY CONTENT THAT YOU DOWNLOAD IS DOWNLOADED AT YOUR OWN DISCRETION AND RISK AN YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM IN EXCESS OF THE AMOUNT EXCEL SOUP TO NUTS . RECEIVED FROM YOU FOR A LICENSE TO THE CONTENT, AND FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES. IN NO EVENT WILL

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NO DEALER, AGENT, OR EMPLOYEE OF EXCEL SOUP TO NUTS IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSION, OR ADDITIONS TO THIS LIMITED WARRANTY.

8. Third Party Content.

You acknowledge that Excel Soup to Nuts does not pre-screen third party materials. Excel Soup to Nuts is not the publisher or speaker of any information on the Site that is provided by third party content providers, and Excel Soup to Nuts is not liable for any claims related to such information. Content provided by third parties is for informational purposes only and constitutes neither an

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Excel Soup to Nuts may contain links and references to other third party websites and materials. Excel Soup to Nuts does not assume any responsibility for these websites or materials and provides these links or materials solely for the convenience of Users. Excel Soup to Nuts does not endorse or otherwise recommend any of these third party websites, references, or the products, services, or information there offered. Excel Soup to Nuts reserves the right to terminate any link or remove any reference found on the Site at any time.

EXCEL SOUP TO NUTS MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION PROVIDED BY THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT ALLOWS USERS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, EXCEL SOUP TO NUTS DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY SITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON THIS SITE.

9. Copyrights and Trademarks and other Proprietary Rights.

Excel Soup to Nuts or its third party content providers shall retain all worldwide rights in the intellectual property of the Site, including, but not limited to, trademarks, inventions, ideas, trade secrets, the "look and feel" of the Site, its color combinations, layout, and all other graphical elements,

and the copyright in and to its original content. You should assume that everything you read or see on the Site is copyrighted or otherwise protected and owned by Excel Soup to Nuts or a third party who licensed the right to use such content from Excel Soup to Nuts . Unless otherwise expressly noted, nothing that You read or see on the Site may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of Excel Soup to Nuts except as provided in this Agreement.

10. Indemnification.

User agrees to defend, indemnify and otherwise hold harmless Excel Soup to Nuts and its officers, directors, agents, employees and assigns from and against any cause of action or claim, including legal fees, related to User's Prohibited Conduct or other improper or illegal use of the Site.

11. Security.

Users are prohibited from violating or attempting to violate the security of the Site. Excel Soup to Nuts will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

12. Termination of Agreement.

In addition to Excel Soup to Nut's other rights, it may terminate this Agreement at any time and at its discretion. Excel Soup to Nuts may also terminate Access to the site without notice if it believes, in its sole judgment, that You have breached or may breach any term or condition of this Agreement, engaged in conduct that Excel Soup to Nuts deems inappropriate, for its convenience or for any other reason.

In the event of termination of this Agreement, the provisions in this paragraph and the provisions found in in this Terms of Service shall survive...

13. Privacy Statements.

Excel Soup to Nuts values your trust. In order to honor that trust, all of Excel Soup to Nuts employee-owners are required to adhere to the highest ethical standards in gathering, using, and safeguarding any information you provide. Personal Information is gathered only when Users make voluntarily online submissions of such information or voluntarily establish an account. An example of the type of information Excel Soup to Nuts collects is: name, address, city, and state, postal code, telephone number, and e-mail address. Excel Soup to Nuts does not rent, sell, or exchange information about Website visitors and generally restricts access to User information to qualified Excel Soup to Nuts employees. Third parties who need access to Excel Soup to Nuts User information in order to provide operational or other support services are required by Excel Soup to Nuts to comply with our high standards of security. We gather only the User information that is needed to administer our business and enhance and improve our services.

14. Miscellaneous.

These terms of use constitute the entire agreement between Excel Soup to Nuts and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Excel Soup to Nuts and User dealing with the subject matter hereof is superseded. If any portion of this Agreement is found to be unenforceable for any reason, such portion will be deemed severed and will not affect the enforceability of the remaining terms. Upon User's breach of this Agreement, Excel Soup to Nuts may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. Excel Soup to Nuts remedies are cumulative and not exclusive. Failure of Excel Soup to Nuts to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Excel Soup to Nuts makes no representation that the content of the Site is appropriate or available for use in all locations.

15. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement is governed by the laws of the State of Pennsylvania, without regard to principles of conflict of laws. Any other disputes will be resolved as follows: If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: West Chester, PA. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us. If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: West Chester, PA under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.