

Definitive's Websites Terms of Use

Agreement between User and <https://www.DefinitiveInc.com>, <https://www.DefinitiveChoice.com>, and <https://api.definitivechoice.com/dcportal/#/login>.

Welcome to Definitive. The <https://www.DefinitiveInc.com>, <https://www.DefinitiveChoice.com>, and <https://api.definitivechoice.com/dcportal/#/login> websites (the "Sites") are comprised of various web pages operated by Definitive Business Solutions, Inc. ("Definitive"). The Sites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Sites constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

The Sites provide an overview of the company and its solutions and services.

Privacy

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Electronic Communications

Visiting our Sites or sending emails to Definitive constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

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Definitive does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Sites only with permission of a parent or guardian.

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Definitive will refund to customers any prepaid fees for the remainder of its subscription term after the effective date of termination.

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You agree to indemnify, defend, and hold harmless Definitive, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Sites or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules, or regulations. Definitive reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Definitive in asserting any available defenses.

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Termination/Access Restriction

Definitive reserves the right, in its sole discretion, to terminate your access to the Sites and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Virginia and you hereby consent to the exclusive jurisdiction and venue of courts in Virginia in all disputes arising out of or relating to the use of the Sites. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Definitive as a result of this agreement or use of the Sites. Definitive's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Definitive's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by Definitive with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the

invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Definitive with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Definitive with respect to the Sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Definitive reserves the right, in its sole discretion, to change the Terms under which <https://www.DefinitiveInc.com> and <https://www.DefinitiveChoice.com> are offered. The most current version of the Terms will supersede all previous versions. Definitive encourages you to periodically review the Terms to stay informed of our updates.

How to Contact Us

The best way to reach us is by completing our contact form on our [contact us](#) page. Definitive's Privacy Counsel serves as Definitive's data protection contact and can be reached at:

Webform: [Contact form](#)

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