

TERMS OF USE

This Agreement, sometimes referred to as “Terms of Use”, comprises the terms governing your use of Precision Prosperity’s website (this “Website”). By continuing to use this Website, you accept and agree to the following terms and conditions, as may be revised from time to time:

General

This Website is operated by Precision Prosperity LLC . Precision Prosperity offers this Website, including all information, tools and services available on this Website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting this Website and using Precision Prosperity’s Online Services, you engage in using this Website and agree to be bound by these Terms of Use, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. Online Services include, but are not limited to downloading free or purchased materials, scheduling an appointment, registering an account or using the member only area of this Website (“Online Services”). These Terms of Use apply to all users of this Website, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. Any new features, materials, tools which are added to this Website or Online Services shall also be subject to the Terms of Use.

Content

All text, graphics, images, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on this Website is owned, controlled or licensed by or to Athena, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

You may use materials (such as service description sheets, educational articles, and similar materials) purposely made available by Athena for downloading from this Website, provided that you:

1. not remove any proprietary notice language in all copies of such documents,
2. use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media,
3. make no modifications to any such information, and
4. not make any additional representations or warranties relating to such documents.

Accuracy, completeness and timeliness of information

Precision Prosperity is not responsible if information made available on this Website is not accurate, complete or current. The materials on this Website are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the materials on this Website is at your own risk.

This Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. Precision Prosperity reserves the right to modify the contents of this Website at any time, but Precision Prosperity has no obligation to update any information on this Website. You agree that it is your responsibility to monitor changes to this Website.

Occasionally there may be information on this Website, Content or contained in Online Services that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. Precision Prosperity reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel requests if any information in the Online Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your request).

Precision Prosperity undertakes no obligation to update, amend or clarify information in the Online Services or on any related website except as required by law. No specified update or refresh date applied in the Online Services or on any related website, should be taken to indicate that all information in the Online Services or on any related website has been modified or updated.

Click-through agreements

Before using certain areas of this Website you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click-Through Agreement will govern.

Feedback and other submissions

If, at Precision Prosperity's request, you send certain specific submissions (e.g., contest entries) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that Precision Prosperity may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to Precision Prosperity. Precision Prosperity is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of this Website, Online Services or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy.

Online Services

While Precision Prosperity strives to provide accurate service and pricing information, unintentional pricing or typographical errors may occur. Precision Prosperity reserves the right to correct any errors, inaccuracies, or omissions and to change or update information (including, without limitation, information related to text, pricing, availability and service descriptions) at any time without notice. All pricing and payment terms will be governed by your engagement agreement executed with Athena when the attorney-client relationship is established.

Precision Prosperity reserves the right at any time to modify or discontinue Online Services (or any part or content thereof) without notice at any time. Precision Prosperity shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of Online Services.

Privacy

Precision Prosperity's applies to use of this Website and Online Services unless otherwise noted. This Agreement incorporates the terms of the Privacy Policy by reference. Additionally, by using this Website, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to this Website may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Third-party links

Periodically, links may be established from this Website to one or other external websites or resources operated by third parties (the "Third-Party Sites"). Precision Prosperity provides these links for your convenience only. In addition, certain Third-Party Sites also may provide links to this Website. At no time shall any such inbound or outbound links be deemed to imply that Athena endorses or approves the Third-Party Sites or any content therein. Precision Prosperity does not control and is not responsible or liable for, and does not make any representations or warranties concerning, any Third-Party Sites or any content, advertising, products, or other materials on or available from such third-party sites.

Access to any third-party sites is at your own risk. Precision Prosperity will have no liability arising out of or related to such Third-Party Sites to the fullest extent permissible by

applicable law. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Without limiting the foregoing, linking to this Website is strictly prohibited absent express written permission from Precision Prosperity. In addition, framing, in-line linking, or other association of this Website or its contents with links, advertisements, and/or other information not originating from this Website is expressly prohibited.

Prohibited uses

In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from:

1. using this Website, Content and/or Online Services:
 1. for any unlawful purpose;
 2. to solicit the performance of any illegal activity or other activity which infringes the rights of Athena or others;
 3. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
 4. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
 5. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
 6. to submit false or misleading information;
 7. to collect or track the personal information of others;
 8. to upload or transmit viruses or any other type of malicious code or take any other action that will or may be used in any way that will affect the functionality or operation of this Website, Content, Online Services or of any related website, other websites, or the internet;
 9. to spam, deep-link, robot, phish, pharm, pretext, spider, crawl, page scrape or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to
 1. access, acquire, copy or monitor any portion of this Website or Content,
 2. in any way reproduce or circumvent the navigational structure or presentation of this Website or Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through this Website, and/or
 3. gain unauthorized access to any portion or feature of this Website, or any other systems or networks connected to this Website or to any Athena server, or to any of the services offered on or through this Website; and/or
1. probing, scanning, or testing the vulnerability of this Website or any network connected to this Website, nor breach the security or authentication measures on this Website or any network connected to this Website.

2. exploiting this Website or Online Services or information made available or offered by or through this Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided on this Website; and/or
3. interfering with or circumventing the security features of this Website, Content, Online Services or any related website, other websites, or the internet.

Precision Prosperity reserves the right to terminate your use of this Website, Content, Online Services or any related website for violating any of the prohibited uses.

Warranties

Online Services

Precision Prosperity does not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Online Services will be corrected.

Precision Prosperity does not guarantee, represent or warrant that your use of the Online Services will be uninterrupted, timely, secure or error-free. Additionally, Athena does not warrant that the results that may be obtained from the use of the Online Services will be accurate or reliable.

You agree that from time to time Precision Prosperity may remove Online Services for indefinite periods of time or cancel any Online Services at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Online Services is at your sole risk. The service and all products and services delivered to you through Online Services are (except as expressly stated by us) provided "As is" and "As available" for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Website

By using this Website, you understand and agree that this Website and Content are provided "As is" and "As available." All Content and information provided on this Website is subject to change without notice.

Neither Precision Prosperity, its affiliates, subsidiaries, employees, officers, members, or trustees nor any of its agents, representatives, suppliers, advertisers, contractors, promotional partners, or licensors provide any express or implied representation or warranty of any kind, including without limitation, any representation or warranty that (i) this Website or Content, or any results that may be obtained by you, are complete, accurate, reliable or non-infringing; (ii) access to this Website will be uninterrupted, timely, secure, or error free; (iii) the quality of any services, information or other material purchased or obtained by you

through this Website will meet your expectations; (iv) the information, software, or other material available on or accessible through this Website is free of viruses, worms, Trojan horses, or other harmful components; or (v) Content will remain unchanged or accessible on this Website. All warranties, express or implied, are disclaimed to the fullest extent permitted by law including, without limitation, any warranty of merchantability, fitness for a particular purpose, and/or non-infringement of intellectual property. You understand and agree that Athena will have no liability for any negligence or lack of due care in failing to protect the security of this Website.

Limitation of liability

In no case shall Precision Prosperity, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable, and disclaim any liability, for any claim, loss or damage, direct or indirect, including, without limitation, compensatory, consequential, incidental, indirect, special, exemplary or punitive damages of any kind whatsoever in connection with, as a result of, or arising (i) out of the use of or inability to use this Website and/or any Content; (ii) from any interruption in the availability of this Website and/or Content; (iii) from any loss of data and/or from any equipment failure; (iv) out of the procurement of substitute goods or services resulting from any problems with the goods, content and/or services purchased or obtained from this Website, or transactions entered into, through or from this Website; (v) from unauthorized access to or alteration of your transmissions or data; (vi) from statements or conduct of any third party on the sites; (vii) from any delay or failure of this Website arising out of causes beyond Athena's control; (viii) out of the use of, reference to, or reliance on, the Content; (ix) out of any third party materials, information, products and services contained on, or accessed through, this Website (x) out of any content, materials, accuracy of information, and/or quality of the products, services or materials provided by or advertised on Third-Party Sites; or (xi) out of any other matter relating to this Website or Content.

In the event you are dissatisfied with, or dispute, these terms of use, this Website and/or the Content, your sole right and exclusive remedy is to terminate your use of this Website, the Content, or Online Services, even if that right or remedy is deemed to fail of its essential purpose. You confirm that has no other obligation, liability or responsibility to you or any other party.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. No action, regardless of form, arising out of the transactions under this Agreement may be brought by you more than twelve (12) months after the cause of action first arose.

Indemnification

You agree to indemnify, defend and hold harmless Precision Prosperity and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand,

including reasonable attorneys' fees, made by any third-party due to or arising out of material you post, transmit or otherwise make available through this Website, and any claim or demand relating to your use of this Website, your connection to this Website, any content or services provided through this Website, your breach of these Terms of Use or the documents they incorporate by reference, OR your violation of any law or the rights of a third-party.

Binding Agreement

You and Precision Prosperity agree, pursuant to the E-Sign Act ('the Electronic Signatures in Global and National Commerce Act', as it may be amended from time to time), to treat electronic tokens of assent from you and from us, as binding expressions of assent by you and by Athena to contracts.

Severability

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire agreement

The failure of Precision Prosperity to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by Precision Prosperity on this Website or in respect to this Website and Online Services constitutes the entire agreement and understanding between you and Precision Prosperity and govern your use of this Website and Online Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and Precision Prosperity (including, but not limited to, any prior versions of the Terms of Use).

Governing law

This Website and any information provided from it and these Terms of Use are given and made in Wisconsin, U.S.A. This Agreement is subject to Wisconsin law, without regard to its choice of law provisions, and suit, if any, must be brought exclusively within the courts of the State of Wisconsin, Dane County. You agree to submit to the jurisdiction of the courts located in the State of Wisconsin.

Changes to these Terms of Use

You can review the most current version of the Terms of Use at any time on this page. Precision Prosperity reserves the right, at our sole discretion, to update, change or replace

any part of these Terms of Use by posting updates and changes to our Website. It is your responsibility to check this Website periodically for changes. Your continued use of or access to this Website or Online Services following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

Contact information

Questions about the Terms of Use should be sent to Jennifer@Precisionprosperity.com.