

WEBSITE TERMS OF USE

AVERROES CONSULTING SERVICES LLC

Effective Date: January 1, 2025

1. Acceptance of Terms

By accessing and using the Averroes Consulting Services LLC website and related applications, including our AOHAAT application (collectively, the "Website"), you accept and agree to be bound by the terms and provisions of this agreement. If you do not agree to abide by these terms, please do not use our services.

2. Description of Services

Averroes Consulting Services LLC provides AI-driven organizational consulting services through our website and applications, including but not limited to:

- Organizational Health Assessment Tools (AOHAAT): Assessment tools hosted on AWS
- Strategic recommendations and consulting services
- Business intelligence and analytics solutions
- Contact and Communication Services: Including Contact Form 7 integration for inquiries
- Live Chat Support: Via HubSpot Chat/Chatbot functionality
- Meeting Scheduling: Through HubSpot Meetings widget
- Training and educational resources
- Access to third-party resources and integrations

3. Use License

Permission is granted to access and use the Website for legitimate business purposes related to organizational consulting and assessment. This is the grant of a license, not a transfer of title, and under this license you may not:

- Modify, copy, or reproduce the materials for unauthorized commercial purposes
- Use the materials in any way that violates applicable laws or regulations
- Attempt to reverse engineer any software contained on the Website or applications
- Remove any copyright or other proprietary notations from the materials
- Interfere with the security or functionality of our systems
- Access or attempt to access areas of the system for which you do not have authorization
- Disrupt or interfere with our tracking and analytics systems (Google Analytics 4, HubSpot tracking)

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Averroes at any time without notice.

4. User Content and Communications

4.1 Contact Forms and Submissions

When you submit information through our Contact Form 7 integration, live chat (HubSpot), use our AOHAT application, or communicate with us via the Website, you agree that:

- The information you provide is accurate, current, and truthful
- You have the right and authority to submit such information
- We may use this information to respond to your inquiries and provide our services
- Form submissions are sent directly to our email system for processing
- Live chat conversations may be recorded and stored for quality assurance and training purposes
- Assessment data will be used to generate organizational health reports and recommendations

4.2 Meeting Scheduling

When using our HubSpot Meetings widget, you agree that:

- Scheduling information will be processed through HubSpot's systems
- Meeting details may be stored for calendar management and follow-up purposes
- You consent to receiving meeting confirmations and related communications

4.3 User Responsibilities

You are responsible for:

- Maintaining the confidentiality of any login credentials
- All activities that occur under your account
- Ensuring that your use complies with applicable laws
- Notifying us immediately of any unauthorized use of your account
- Providing accurate contact information in forms and communications

4.4 Prohibited Uses

You may not use the Website or applications to:

- Transmit any unlawful, harassing, defamatory, or harmful content
- Impersonate any person or entity
- Interfere with or disrupt the Website's functionality or security
- Attempt to gain unauthorized access to our systems or other users' accounts
- Violate any applicable laws or regulations
- Upload or transmit viruses, malware, or other malicious code
- Collect or harvest personal information of other users
- Use automated systems to access the Website without permission
- Interfere with our analytics and tracking systems

5. Third-Party Links and Content

Our Website contains links to third-party websites and services, including:

- AOHAT Application: Our assessment tool hosted on AWS
- Google Services: Analytics and Tag Manager for website functionality
- HubSpot Services: Customer relationship management, chat, and meeting scheduling
- LinkedIn: Social media integration (potential future social media wall functionality)
- Microsoft 365: Email and collaboration services
- Training Platforms: Zoom and Microsoft Teams for webinars and training sessions
- Other business partners and service providers

These third-party sites and services have separate and independent terms of use and privacy policies. We have no responsibility or liability for the content, practices, or activities of these linked sites. We encourage you to review their terms and policies before using their services.

6. Data Collection and Analytics

6.1 Website Analytics

Our Website uses various tracking and analytics tools to improve user experience:

- Google Analytics 4 (GA4): Implemented via global site tag (gtag.js) for website usage analysis
- Google Tag Manager (GTM): For managing tracking scripts and marketing tags
- HubSpot Tracking: For customer relationship management and user behavior analysis

6.2 User Interactions

We collect and analyze information about how you interact with our Website, including:

- Pages visited and time spent on our site
- Contact form submissions and inquiries
- Live chat interactions and support requests
- Meeting scheduling activities
- User preferences and settings

6.3 Data Processing

All data collection and processing is governed by our Privacy Policy and Cookie Policy, which provide detailed information about our data practices.

7. Intellectual Property

7.1 Our Content

The Website, AOHAT application, and their original content, features, and functionality are and will remain the exclusive property of Averroes Consulting Services LLC and its licensors. This includes but is not limited to:

- Proprietary assessment methodologies and frameworks
- AOHAT assessment tools and algorithms
- Strategic consulting content and materials
- Website design and user interface elements
- Proprietary software and applications
- Analytics and user data insights

All content is protected by copyright, trademark, and other intellectual property laws.

7.2 User Content

By submitting content to us (including assessment responses, feedback, contact form submissions, and communications), you grant us a non-exclusive, royalty-free license to use, modify, and incorporate such content for the purpose of providing our services and improving our offerings.

8. Privacy and Data Protection

Your privacy is important to us. Please review our Privacy Policy and Cookie Policy, which govern your use of the Website and explain our data handling practices, including:

- How we collect and use information through Contact Form 7
- HubSpot data processing for chat, meetings, and customer relationship management
- Google Analytics data collection and usage
- Cookie usage and tracking technologies

By using our services, you consent to the collection and use of information in accordance with these policies.

9. Security

We implement reasonable security measures to protect our systems and your information. However, you acknowledge that:

- No method of transmission over the Internet is 100% secure
- You use our services at your own risk
- You are responsible for maintaining the security of your login credentials
- You should immediately notify us of any security breaches or unauthorized access
- Our analytics and tracking systems are designed with privacy and security in mind

10. Service Availability

While we strive to maintain continuous service availability, we do not guarantee that:

- The Website or applications will be available at all times
- Services will be uninterrupted or error-free
- All features will function perfectly at all times
- Contact forms, chat, or meeting scheduling will always be operational
- Third-party integrations (Google Analytics, HubSpot) will always function properly

We reserve the right to modify, suspend, or discontinue any aspect of our services with or without notice.

11. Disclaimers

11.1 General Disclaimer

The materials and services on the Website are provided on an 'as is' basis. Averroes Consulting Services LLC makes no warranties, expressed or implied, and hereby disclaims all other warranties including, without limitation, implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property.

11.2 Professional Services Disclaimer

Our assessment tools and consulting services are intended for general business guidance. They do not constitute professional advice for specific situations, and you should consult with qualified professionals before making business decisions based on our assessments.

11.3 Third-Party Content and Analytics Disclaimer

We do not warrant or make representations concerning the accuracy, reliability, or completeness of:

- Third-party content, links, or services accessible through our Website
- Analytics data provided by Google Analytics or other tracking tools
- Information processed through HubSpot or other integrated services

12. Limitations of Liability

In no event shall Averroes Consulting Services LLC, its officers, directors, employees, or suppliers be liable for any damages (including, without limitation, damages for loss of data, profit, business interruption, or other losses) arising out of the use or inability to use the Website or applications, even if we have been notified of the possibility of such damage.

Our total liability to you for any claim arising from or relating to this agreement shall not exceed the amount you have paid us in the preceding twelve (12) months.

13. Indemnification

You agree to indemnify, defend, and hold harmless Averroes Consulting Services LLC and its affiliates from any claims, damages, losses, or expenses (including attorney fees) arising from your use of our services, violation of these terms, or infringement of any third-party rights.

14. Modifications to Terms

Averroes may revise these Terms of Use at any time without prior notice. By continuing to use the Website after changes are posted, you agree to be bound by the revised terms. We recommend reviewing these terms periodically.

15. Termination

We may terminate or suspend your access to our services immediately, without prior notice, for any reason, including breach of these Terms of Use. Upon termination, your right to use the services will cease immediately.

16. Governing Law and Jurisdiction

These terms and conditions are governed by and construed in accordance with the laws of the State of Delaware, United States. You irrevocably submit to the exclusive jurisdiction of the courts in Fairfax County, Virginia for any disputes arising from or relating to these terms or your use of our services.

For any disputes arising under this Agreement:

1. Good Faith Negotiation: The Parties agree to first attempt resolution through good faith negotiation for thirty (30) days
2. Mediation: If negotiation fails, the Parties agree to mediate the dispute through a mutually agreed mediator
3. Binding Arbitration: If mediation fails, disputes shall be resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA)

Either party may seek injunctive relief in court for actual or threatened breach of confidentiality, intellectual property rights, or other irreparable harm.

17. Severability

If any provision of these Terms of Use is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

18. Entire Agreement

These Terms of Use, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Averroes Consulting Services LLC regarding your use of our services.

19. Contact Information

If you have any questions about these Terms of Use, please contact us at:

Averroes Consulting Services LLC

Email: [contact email]

Address: [address]

Phone: [phone number]

For technical support or questions about our applications, forms, or tracking systems, you may also contact our technical support team.

These Terms of Use were last updated on January 1, 2025.