

Our Terms of Service

Please read these Terms of Service (the “Agreement”) carefully before using The Developmental Edge website (“our Website”), DEVELOPMENTAL SPRINT® (“our Application”), which is our proprietary application, and any of the other web or application based services operated or offered by The Developmental Edge (“our Services”). This Agreement is a contract between visitors to our Website (“Visitors”), users of the our Application and our Services (“Authorized Users”), and customers of The Developmental Edge (“Customers”) (collectively “Users”) and The Developmental Edge, collectively known as the “Parties” or singularly as “Party”. By visiting our Website and using our Application and our Services, Users are agreeing to these terms. The Developmental Edge periodically updates these terms. Authorized Users that have an active The Developmental Edge account will be informed of any updates to this Agreement via an email or in-app notification. The parties agree as follows:

1. Definitions

“Affiliate” means a person or entity that owns, is owned by, or is under common control with a Party, and “control” in this definition means that a person or entity owns more than 50% of the equity interest of any entity and/or has the ability to control the management of such entity.

“Account” means a unique account created for Authorized Users to access our Application or our Services.

“Authorized Users” means individuals who are authorized to use the our Application or any of our Services and who have been supplied user identifications and passwords enabling access for such use.

“Content” means any text, documents, data, applications, images, and other files created by and provided through our Website, our Application and the Services.

“Customer Information” means all information and data submitted to The Developmental Edge by or on behalf of Customer in connection with the creation and management of Customer’s account for the Services.

“Services” means access to our Application and services, via an account, that are ordered by and paid for by or on behalf of Customer and made available by The Developmental Edge.

2. The Developmental Edge Services

2.1 Services. The Developmental Edge shall make the Services available to Customer upon the terms and conditions of this Agreement and any other written agreement between Customer and The Developmental Edge relating to such Services.

2.2 Updates and Functionalities. Customer acknowledges that, from time to time, The Developmental Edge may apply updates to the Services and that such updates may result in changes in the appearance and/or functionality of our Application and Services (including the addition, modification, or removal of functionality, features or content). Excluding the addition of wholly new products, The Developmental Edge will provide, implement, configure, install, support, and maintain at its own cost any and all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to our Application and our Services (collectively, the “Updates”).

2.3 Acceptable Use Policy.

Customer and each of its respective Authorized Users shall:

- (i) be responsible for Customer and Authorized User's compliance with this Agreement;
- (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the our Application or our Services, including keeping passwords and user names confidential and not permitting any third party to access or use its or any of its Authorized User's user names, passwords, or Customer account for our Application or our Services;
- (iii) be solely responsible and liable for all activity conducted through the Customer account in connection with the use of our Application or our Services;
- (iv) promptly notify The Developmental Edge if Customer or Authorized User becomes aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of Customer's (or any Authorized User's) user name, passwords, or Customer account; and
- (v) use, or otherwise access in connection with Authorized User's or Customer's use thereof, our Application or our Services only in accordance with applicable laws and government regulations.

Customer and each of its respective Authorized Users must not:

- (a) make our Application or our Services available to anyone other than the Authorized Users;
- (b) sell, trade, publish, reproduce, or otherwise transfer the Content, our Application or our Services to another party;
- (c) use our Application or our Services to store or transmit any content that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws, or send spam or other unsolicited messages in violation of applicable law;
- (d) upload to, or transmit from, our Application or our Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component;
- (e) attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of our Application or our Services (including any mechanism used to restrict or control the functionality of our Application or our Services), any third-party use of the our Application or our Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- (f) probe, scan, or test the vulnerability of any Content, systems, networks, servers or accounts related to our Application or our Services or attempt to gain unauthorized access to our Application or our Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of our Application or our Services;
- (g) access our Application or our Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of our Application or our Services; or
- (h) authorize, permit, or encourage any third party to do any of the above.

Customer and each Authorized User agrees that The Developmental Edge may suspend, for any time period within The Developmental Edge's sole and absolute discretion, or terminate its access to our Application or our Services for a violation of this Section 2.3 or for any abusive practices that degrade the performance of our Application or any of our Services for Customer and/or any other The Developmental Edge customers or Users.

2.4 Non-Exclusivity. Users acknowledge that the rights granted to it under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict The Developmental Edge's right to license, sell, or otherwise make available our Application or our Services to any third party or perform any services for any third party.

3. Intellectual Property

3.1 Web Application and Services. As between Users and The Developmental Edge, The Developmental Edge retains all rights, title, and interest in and to our Website, our Application and our Services. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect our Website, our Application or our Services or any of The Developmental Edge's rights or interests therein or any other The Developmental Edge intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to our Website, our Application and our Services not expressly granted in this Agreement are reserved by The Developmental Edge.

3.2 Feedback. Users may from time to time provide suggestions, comments, or other feedback to The Developmental Edge with respect to our Website, our Application and our Services ("Feedback"). Feedback, even if designated as confidential by User and, notwithstanding Section 4 of this Agreement, shall not create any confidentiality obligation for The Developmental Edge. User shall, and hereby does, grant to The Developmental Edge a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

3.3 Privacy. Customer and each Authorized User is solely responsible for the Customer Information and Authorized User information submitted to our Web Application and our Services and Users are responsible for any information submitted through our Website. Therefore, it is very important for Users to read both this Agreement and The Developmental Edge's Privacy Policy carefully to understand the rights and responsibilities of all parties. The Developmental Edge's Privacy Policy is incorporated herein and published at https://developmentaledge.com/Privacy_Policy.pdf. The Developmental Edge's GDPR Statement can be found [here](#).

The Developmental Edge reserves the right to contact Users via email regarding information and changes to our Application and our Services, information about products and services that affect The Developmental Edge's partners and Users, and to ensure continuing operation of our Application and our Services. The Developmental Edge also reserves the right to contact Users via email regarding existing products and services or when a new product, feature or functionality becomes available. The Developmental Edge may use Customer Information and Authorized User information to provide our Services, as provided herein and as provided in [The Developmental Edge's Privacy Policy](#).

4. Confidential Information and Security

4.1 Confidential Information. This Section 4.1 only applies to Customers and only in connection with the delivery to, and receipt of, services by such Customers. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care consistent with industry standards) and will not disclose or use any Confidential Information (as defined below) of the other party for any purpose outside of the scope of this Agreement, and each party shall limit access to Confidential Information to those of its, or its Affiliates', employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those herein.

In this Agreement, "Confidential Information" means all information, data and financial information relating to the business, commercial strategies, pricing, personnel, customers, products, or services of each party. Confidential Information includes any business information that is either marked physically or identified orally (and subsequently confirmed in writing by the disclosing party) as "confidential" or "proprietary." Confidential Information excludes any information that (a) was lawfully in the receiving party's possession before receiving it from the disclosing party; (b) is provided in good faith to the receiving party by a third party without restriction on use or disclosure and without breaching any rights of the disclosing party; (c) is or becomes generally known or available to, or accessible by, the public through no act or omission of the receiving party; or (d) was or is independently developed by the receiving party without reference to the disclosing party's Confidential Information. In the event that the receiving party or any representative of the receiving party becomes legally compelled (by law, rule, regulation, subpoena, or similar court process) to disclose any of the Confidential Information, the receiving party will (if permitted to do so) provide the discloser with notice of such circumstances and will limit such disclosure to the required disclosure.

4.2 Security. The Developmental Edge has implemented technical and organizational security measures consistent with the prevailing industry standards. However, The Developmental Edge cannot guarantee that unauthorized third parties will never be able to defeat those measures and expressly denies any responsibility for damages, monetary or otherwise, resulting from unauthorized third party access to an Authorized User or Customer's account or use, alteration, or disclosure of the Customer Information or an Authorized User's information except in the event of The Developmental Edge's gross negligence or willful misconduct. Details about The Developmental Edge's security measures can be found in [The Developmental Edge's Privacy Policy](#).

5. Service Levels

Our Website, our Services and our Application depend on IT equipment, software and services that are provided, maintained and supported by The Developmental Edge. The Developmental Edge makes no service level or system availability guarantees to Users or Customers.

6. Warranty and Disclaimers

6.1 Mutual Warranties. Each of The Developmental Edge and User represents and warrants that it has the power and authority to enter into this Agreement and to perform its obligations and duties under this Agreement and that doing so is not in conflict with any other agreement.

6.2 The Developmental Edge Warranties. The Developmental Edge warrants that our Application and our Services do not knowingly contain any malicious code or viruses and do not knowingly infringe the intellectual property of any third party.

6.3 General Disclaimer. SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION 6.3 MAY NOT APPLY TO CUSTOMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEVELOPMENTAL EDGE EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE DEVELOPMENTAL EDGE SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, AND NON-INFRINGEMENT, THAT OUR WEBSITE, OUR APPLICATION OR OUR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT OUR WEBSITE, OUR APPLICATION OR OUR SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. IN ADDITION, THE DEVELOPMENTAL EDGE DOES NOT WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE DEVELOPMENTAL EDGE OR ELSEWHERE NOR ANY COURSE OF DEALING WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

THE DEVELOPMENTAL EDGE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CONTENT ON OUR WEBSITE, OUR APPLICATION OR OUR SERVICES IN TERMS OF THEIR TIMELINESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WHILE THE DEVELOPMENTAL EDGE MAKES REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION, USERS SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE OR THAT THE CONTENT CONTAINS ALL RELEVANT INFORMATION. WE UNDERTAKE NO OBLIGATION TO VERIFY OR MAINTAIN THE CURRENCY OF SUCH INFORMATION.

THE DEVELOPMENTAL EDGE DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE CONTENT MADE AVAILABLE THROUGH OUR WEBSITE, OUR APPLICATION OR OUR SERVICES, AND ANY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. THE DEVELOPMENTAL EDGE DOES NOT CONTROL OR VET CUSTOMER INFORMATION OR USER INFORMATION AND IS NOT RESPONSIBLE FOR WHAT USERS OR CUSTOMERS POST, TRANSMIT, OR SHARE ON OR THROUGH THE SERVICES. THE DEVELOPMENTAL EDGE EXPRESSLY DENIES ANY RESPONSIBILITY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR WEBSITE, OUR APPLICATION OR OUR SERVICES OR THE INFORMATION CONTAINED THEREIN AS WELL AS ACCOUNT AND CUSTOMER INFORMATION.

7. Indemnification

User agrees to defend, indemnify, and hold harmless The Developmental Edge, its Affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys' fees, of any kind or nature that are in connection or arising out of a third party claim (i) alleging that User's use of the website or Services infringes or violates the intellectual property rights, privacy rights, or other rights of a third party or violates any applicable law; (ii) relating to, or arising from, Customer Information or User's breach of Section 2.3 or Section 6.1; or (iii) relating to User's violation of this Agreement.

8. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL THE DEVELOPMENTAL EDGE'S AGGREGATE LIABILITY TO CUSTOMER FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BY STATUTE, CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES SUBJECT TO THE CLAIM DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPMENTAL EDGE, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, OR DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, OUR WEBSITE, OUR APPLICATION OR OUR SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL THE DEVELOPMENTAL EDGE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR WEBSITE, OUR APPLICATION OR OUR SERVICES.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 8 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR SHALL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF THE DEVELOPMENTAL EDGE FOR (I) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE THE DEVELOPMENTAL EDGE, ITS EMPLOYEES, OR ITS AGENTS; (II) WILLFUL MISCONDUCT, FRAUD, OR GROSS NEGLIGENCE OF THE DEVELOPMENTAL EDGE OR ITS EMPLOYEES; OR (III) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

USER AGREES THAT USER WILL ONLY BE ABLE TO PURSUE CLAIMS AGAINST THE DEVELOPMENTAL EDGE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND USER WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. USER FURTHER AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF OUR WEBSITE, OUR APPLICATION OR OUR SERVICES MUST COMMENCE WITHIN ONE

YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

9. General

9.1 Assignment. Neither User nor The Developmental Edge may assign or otherwise transfer any of their rights or obligations hereunder, (except by merger, sale of assets, change of control, operation of law or otherwise) without the prior written consent of the other party (not to be unreasonably withheld), and any attempted assignment without such consent will be void. Notwithstanding the foregoing, The Developmental Edge may assign this Agreement in its entirety, without consent of User, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its shares or assets.

9.2 Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

9.3 Customer Logo. In the case of a Customer that is a business entity, such as a corporation, partnership or limited liability company, Customer agrees that The Developmental Edge may use Customer's name and logo and may disclose that Customer is or was a customer of our services in The Developmental Edge advertising, press, promotion, and similar public disclosures, including at trade shows and similar events. In addition to the foregoing, Customer hereby grants The Developmental Edge a non-exclusive license to list Customer's name and display Customer's logo as a customer on The Developmental Edge's website.

9.4 Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes; lock-outs or labor disruptions; and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

9.5 Interpretation. Headings are for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms.

9.6 Severability. Each provision of this Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, the illegality, invalidity, or unenforceability of that provision will not affect the legality, validity, or enforceability of the remaining provisions of this Agreement or of that provision in any other jurisdiction.

9.7 Notices. For purposes of service messages and notices, The Developmental Edge may place a banner notice on our Website, our Services or our Application to alert Users. Alternatively, notice may consist of an email from The Developmental Edge to an email address associated with an Authorized User or a Customer's account, even if The Developmental Edge has other contact information. For communication about Customer's account and services associated with The Developmental Edge, The Developmental Edge may contact Customer or its Authorized Users through its Customer account or through other means including email, mobile number, telephone, or delivery services such as the postal service. Customer

acknowledges and agrees that The Developmental Edge shall have no liability associated with or arising from Customer's failure to maintain accurate contact or other information, including, but not limited to, Customer's failure to receive critical information about the Services. Notices to The Developmental Edge must be delivered by email to info@developmentaledge.com with a duplicate copy sent via registered mail to the following address: Way to Grow INC, LLC d/b/a The Developmental Edge, 2897 North Druid Hill Rd NE #307, Atlanta, GA 30329; Attention: Legal.

9.8 Waivers. No waiver of any provision of this Agreement by The Developmental Edge is binding unless it is in writing and signed by an authorized representative of The Developmental Edge or posted here on this Website. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by The Developmental Edge will be deemed to be a waiver of that right or remedy.

9.9 Governing Law. This Agreement shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the State of Georgia.

9.10 Binding Arbitration. It is the intention of the parties to use their reasonable best efforts to informally resolve, where possible, any dispute, claim, demand or controversy arising out of the performance of this Agreement by mutual negotiation and cooperation, a period of which shall be no less than five (5) business days from first notice of any such dispute. In the event the parties are unable to informally resolve any such dispute, including relating to this Agreement, the parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement and any disputes upon termination of the relationship, including claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. The arbitration will be conducted in DeKalb County, Georgia, by a single neutral arbitrator and in accordance with the American Arbitration Association's ("AAA") then current Employment Arbitration Rules' expedited procedures for resolution. Notwithstanding the provision in the preceding or subsequent paragraph with respect to applicable substantive law, the arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The arbitrator shall have the power to enter any award that could be entered by a judge of the trial court of the State of Georgia, and only such power, and shall follow the law. In the event the arbitrator does not follow the law, the arbitrator will have exceeded the scope of his or her authority and the parties may, at their option, file a motion to vacate the award in court. The parties agree to abide by and perform any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to costs and attorneys' fees.

9.9 Entire Agreement. The terms of this Agreement, together with any and all other terms incorporated by reference, including, without limitation, The Developmental Edge's Privacy Policy, Cookie Policy and GDPR Statement constitute the entire agreement between The Developmental Edge and Users with respect to the subject matter thereof and supersede any prior or inconsistent agreements, negotiations, representations, and promises, written or oral, with respect to the subject matter and is binding upon each User and their permitted successors and assigns. The terms of this Agreement may not be amended or modified except by posting of such amended or modified terms here on our Website or by written notice from or agreement by an authorized representative of The Developmental Edge.