

TERMS OF USE

Effective Date: January 1st 2025

1. Acceptance of Terms

By accessing or using this website ("**Site**") and any associated services, you ("**User**") agree to be bound by these **Terms of Use** ("**Terms**"). If you do not agree to these Terms, you must immediately **discontinue** use of this Site.

We reserve the **absolute right** to modify these Terms **at any time, without notice**. Continued use of the Site constitutes **acceptance** of any revised Terms.

2. No Warranties or Guarantees

This Site, including all **content, services, and materials**, is provided "**AS IS**" and "**AS AVAILABLE**" without warranties of any kind, **express or implied**. We **expressly disclaim**:

- **Any warranties of merchantability, fitness for a particular purpose, or non-infringement.**
- **Any guarantees that the Site will be uninterrupted, error-free, secure, or free from harmful components.**
- **Any responsibility for the accuracy, reliability, or completeness of content provided.**

Use this Site **at your own risk**. We assume **no liability** for your reliance on any information presented here.

3. Limitation of Liability

To the fullest extent permitted by law, TransformESG, **its owners, employees, agents, affiliates, and partners shall NOT be liable** for any damages, losses, or claims arising from:

- **Use or inability to use the Site or services.**
- **Errors, omissions, or inaccuracies in content.**
- **Service interruptions, security breaches, or unauthorized access to data.**
- **Loss of data, revenue, profits, goodwill, or business opportunities.**
- **Third-party actions, advertisements, or external links accessed through our Site.**

IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED ONE U.S. DOLLAR (\$1.00), OR THE AMOUNT YOU PAID FOR ACCESS TO THIS SITE, WHICHEVER IS LESS.

4. Indemnification (Hold Harmless Clause)

You agree to **fully indemnify, defend, and hold harmless** TransformESG, its owners, employees, contractors, affiliates, and agents from **any and all claims, liabilities, damages, losses, and expenses** (including attorney's fees) arising from:

- Your **use or misuse** of the Site or services.
- Your **violation** of these Terms or any applicable laws.
- Any **claims by third parties** resulting from your actions or reliance on information from this Site.

We reserve the **right, at our discretion, to assume exclusive defense** of any claim, and you agree to cooperate in our defense strategy.

5. User Responsibilities and Restrictions

You **agree not to**:

- Use the Site for any **illegal, fraudulent, or unauthorized purpose**.
- Attempt to **hack, disrupt, or compromise** the security or functionality of the Site.
- Use automated means (bots, scrapers, etc.) to access or manipulate content.
- Post, transmit, or share any **misleading, offensive, defamatory, or harmful material**.
- Impersonate anyone or misrepresent your affiliation with any entity.

We **reserve the right** to suspend or terminate access to anyone who violates these Terms, without notice.

6. Third-Party Links & External Content

This Site **may contain** links to third-party websites, services, or advertisements. We **do not endorse, control, or assume responsibility** for any **external content**. Your interactions with third parties are **solely at your own risk**.

7. Intellectual Property

All content on this Site, including text, images, logos, training materials, and software, is **owned by or licensed to** TransformESG **and is protected by copyright, trademark, and intellectual property laws.**

You **may not**:

- Copy, modify, distribute, or republish any content without our **express written permission.**
- Use our branding, trademarks, or copyrighted material for **any commercial purpose** without authorization.

Unauthorized use **may result in legal action.**

8. No Professional or Legal Advice

Any information provided on this Site is for **general informational purposes only** and **does not constitute professional, legal, medical, or tactical advice.**

- We **do not guarantee** the effectiveness of any training, strategies, or recommendations provided.
- You are **solely responsible** for any actions taken based on the information provided.

For legal or professional matters, **consult a licensed expert** in your jurisdiction.

9. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the **laws of** Texas, USA **, without regard to conflict of law principles.**

- Any disputes arising from these Terms **shall be resolved exclusively in the courts of** Harris County, Texas.
 - You waive any **objection to personal jurisdiction** or venue in such courts.
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10. Termination of Access

We reserve the **absolute right to suspend, terminate, or restrict access** to this Site **at any time, for any reason, without prior notice.**

You acknowledge that we **owe no liability** for any interruptions, data loss, or inability to access the Site.

11. Changes to Terms

We **may modify these Terms at any time**. Changes take effect **immediately upon posting**. Your continued use of the Site constitutes **acceptance of the revised Terms**.

12. Contact Information

For any questions regarding these Terms, please contact us through our registered agent.

13. Acknowledgment & Agreement

By using this Site, you acknowledge and agree to these Terms. If you **do not agree**, your **sole remedy** is to **discontinue use immediately**.