

Terms of Use

(Updated December 2022)

Welcome to Priority Concepts Inc. (“Priority Concepts”) website and services (the “Services”).

1. Use of the Services Require Agreement to the Terms of Use

Use of the Services on any platform (*e.g.*, mobile device, Internet, etc.) is governed by these Terms of Use, and all terms, policies, guidelines, rules and directions published on the website or presented as part of or inw connection with the Services including the Privacy Policy (all of the foregoing is referred to as the “Terms” or “Terms of Use”). The Services are intended for individuals who are eighteen (18) years of age or older.

Your use of the Services constitutes your agreement to the Terms. If you do not agree to or understand the Terms, do not use the Services.

Priority Concepts may revise the Terms from time to time as deemed necessary or desirable by Priority Concepts in its discretion. The revised Terms will be highlighted here and applies to all use of the Services following such revision. One of Your obligations under these Terms is to visit this page periodically to review the current Terms that will then govern your use of the Services. If You do not agree to any revised Terms, do not use the Services from that point forward. You will still be bound by the prior Terms with respect to Your prior use of the Services.

In the event that You and Priority Concepts have a separate written agreement that conflicts with any provision of the Terms, the separate agreement shall control.

For easier reading, the Terms define certain commonly used words or phrases. Any individual or entity accessing or using the Services is referred to herein as a “User,” “You” or “Your.”

2. Limited Permission

Priority Concepts provides access to the Services in its sole discretion and solely for your personal use consistent with the Terms. No right or license to use the Services other than as expressly set forth in the Terms is granted. All rights are held by Priority Concepts.

We reserve the right, in our sole and absolute discretion, to block and/or refuse to allow use of the Services by one or more users, including you, at any time and for any reason. You agree that Priority Concepts shall not be liable to You for the effect of any modification of the Services, or for any consequence of your access to the Services being terminated, except to the extent expressly prohibited by law.

3. Modifications to the Services

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services or any part or function thereof with or without notice, including modifications of the price charged for use of existing or future portions of the Services (including requiring a fee for use where none previously existed). You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

4. Errors and Omissions

Occasionally there may be information included with our Services that contains typographical errors, inaccuracies or omissions. We have no obligation to correct any such errors, inaccuracies or omissions, and it is in our sole and exclusive discretion whether to review and/or to change or update information on the Services at any time without prior notice.

5. Ownership of the Services

You acknowledge and agree that the Services are owned by Priority Concepts and that the Services in its entirety and portions thereof are protected by intellectual property and other laws.

You acknowledge and agree that you do not acquire any license or ownership rights in, including any intellectual property rights, through your use of the Services. All input, suggestions, or requests for modification of existing or later implemented aspects of the Services shall be owned by Priority Concepts.

Except as expressly authorized by us, pursuant to these Terms or other written agreement, you agree not to copy or create derivative works based on the Services.

6. Respecting Intellectual Property and Other Rights

You acknowledge that the Services may also contain content that is proprietary to third parties or information subject to disclosure restrictions. You agree that you shall not use any information or content obtained from the Services for any purpose other than using the Services in accordance with the Terms.

You are prohibited from using the Services in a manner that interferes with or would reasonably be expected to negatively affect other users' ability to interact with the Services. Without limitation as to other restrictions, users shall not use or attempt to use the Services for the purpose of:

- Harassment, threatening or engaging in abusive conduct;
- Communicating in any manner that is libelous or defamatory or invades the privacy of any person;
- Communicating expressions of hatred, bigotry, racism or pornography;
- Violating any law, committing any deception, or breaching any contractual or fiduciary obligations; and/or
- Transmitting advertisements without prior written authorization from Priority Concepts.

You acknowledge that the information and content on the Services is made available solely based on the existence of and adherence to these Terms by users. You, a user, agree that you will not:

- use or attempt to use the Services to transmit any harmful or unwanted computer code or software, including but not limited to viruses, malware, spyware or ransomware;
- interfere with, disrupt or attempt to disrupt the operation of the Services, or any servers or networks connected to the Services;
- override, circumvent, or interfere with, any security or Services access controls, or attempt any of the foregoing;
- use any automated method to access or use the Services without prior written authorization from Priority Concepts;
- process, computer code or software, to “scrape” the information and content on the Services without prior written authorization from Priority Concepts; and
- reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Services.

7. Notices

The Services may provide notices to you including, without limitation, notices of changes to these Terms or other matters by displaying such notices on the home page of the Services and on this page. You agree that it is your responsibility to review all such notices to be aware of updates and changes.

8. Digital Millennium Copyright Act

We are under no obligation to, and do not, scan content used in connection with the Services, nor do we monitor the conduct of members, for the use or inclusion of illegal or impermissible content. However, we respect the copyright and intellectual property interests of others. It is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Services.

If you believe that your work has been copied in a way that constitutes copyright infringement, you should provide us with written notice that contains the following information required by the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. 512:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;

(d) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an e-mail address at which the complaining party may be contacted;

(e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

(f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to:

Priority Concepts Inc.
Attn: Legal Compliance
compliance@priorityconceptsinc.com

9. Choice of Law

These Terms and the relationship between you and us shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the county of New York, in the State of New York. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

10. Third-Party Resources

The Services may provide links to third party websites and resources, and may provide access or expose you to content at such websites or part of such resources including but not limited to interactive platform content, social media, and user generated information ("Third Party Resources"). Because we have no control over third party resources, you acknowledge and agree that we are not responsible for the availability of such Third Party Resources, and do not endorse and are not responsible or liable for any content, advertising, goods, services or other materials on, available through or provided by such Third Party Resources.

We may enable social media connectivity in connection with the Services from time to time. This connectivity may link to our own social media accounts or affiliate platforms and third-party platforms. The specific content relating to our own social media accounts and affiliate platforms is subject to these Terms. However, those third-party platforms, social media website or applications are also Third Party Resources. If you choose to use Third Party Resources you acknowledge and agree to abide by the relevant terms and conditions of each respective platform.

You acknowledge that where you choose to publish or share information through Third Party Resources we have no control over that activity. It will not be protected by us. You should assume that your activity may be accessed by any person using the Internet in any part of the world and can be found using independent search engines. If you choose to engage in social media connectivity, you do so at your own risk.

Without limiting the foregoing, you understand and agree that neither we nor our partners shall be responsible or liable for any loss or damage of any sort incurred by you or others as the result of any interaction you may have with Third Party Resources.

11. Disclosures, Warnings and Disclaimer of Warranties

Priority Concepts maintains these Terms to protect Priority Concepts operations and rights, and because Priority Concepts desires to foster the integrity of the Services by obtaining user agreement to the Terms. However, you understand that Priority Concepts cannot control users of the Services and therefore cannot guarantee that users of the Services will adhere to Priority Concepts Terms.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE INFORMATION OR CONTENT INCLUDED ON THE SERVICES.

WE MAKE NO WARRANTY THAT THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, WILL BE ACCURATE OR RELIABLE, OR MEET YOUR EXPECTATIONS.

ANY MATERIAL OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY CONSEQUENCES THEREOF.

NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR FROM OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICES.

13. Indemnification

You agree that you shall indemnify Priority Concepts for any claims or damages suffered by Priority Concepts as a result of your activities in connection with the Services and other users. You agree to hold Priority Concepts, and its subsidiaries, affiliates, officers, directors, and employees, and each of their respective successors and assigns (collectively, the “Indemnified Persons”), harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including reasonable attorneys’ fees and expenses, relating to any claim arising out of or related to your use of the Services or use of any information or content on the Services.

14. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS IN THESE TERMS MAY NOT APPLY TO YOU.

15. Submission of Information to Priority Concepts

You represent and warrant that:

- Your use of the Services is in your personal, individual capacity, or on behalf of an entity which has authorized you to use the Services on the entity’s behalf;
- If You register, subscribe or otherwise identify Yourself to Priority Concepts or another User, You shall identify Yourself accurately and shall not create a fake identity;
- You are over eighteen (18) years of age and have full authority and permission from any person or entity to use the Services and agree to the Terms, where such permission is necessary;
- If you provide any information or content to the Services, you are fully authorized to do so, and all such information is true and correct; and
- You are the owner or authorized user of all information and content submitted to the Services including all right and authority to grant the license granted to Priority Concepts herein.

By submitting information or content to the Services, including ideas or suggestions, You thereby grant to Priority Concepts an irrevocable, perpetual, royalty-free worldwide license to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, for commercial or other purposes, including exploitation thereof without compensation to You. You also grant to Priority Concepts the right to sublicense the foregoing for the purpose of facilitating Priority Concepts exercise of the foregoing rights.

16. Accounts

Priority Concepts may enable or require Users to create accounts for access to all or a portion of the Services. Account creation requires certain personal information and the creation of login and password information (“User Credentials”). Users shall not provide their User Credentials to any other person or entity. You assume full responsibility for use of your User Credentials including keeping such information confidential. You must immediately notify us if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your account. You are liable for any and all activities conducted through your account.

All information provided to Priority Concepts or using the Priority Concepts Services including but not limited to information provided to create accounts or to mentors must be accurate, current and complete.

You may not create accounts for another person or entity unless you are acting as the agent for such person or entity and with their knowledge and authority.