

GRS WEBSITE TERMS OF USE AND DISCLAIMER

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GRS ADVANTAGE™

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1. General

Use of the Site is governed by the terms set forth herein and by the Privacy Policy. These terms and the Privacy Policy apply to all materials, online communications and other information that is or becomes available on this Site (collectively, "Information"). Please read the Terms of Use carefully before you start to use the Site.

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The Site is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using the Site, you represent and warrant that you are of legal age to form a binding contract with GRS and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

2. User's Obligations and Prohibited Uses

In connection with the use of this Site, and your use of any Information obtained from this Site, you shall abide by all applicable federal, state or local laws. You also agree that you will not:

- Use the Site for any purpose that is contrary to these Terms of Use.
- Use the Site in any manner that could damage, disable, overburden, or impair GRS services or interfere with any other party's use and enjoyment of them.
- Attack the Site via a denial-of-service attack or a distributed denial-of service attack.
- Attempt to gain unauthorized access to any Site account, computer system, or network associated with GRS.
- Obtain or attempt to obtain any materials or information through the Site by any means not intentionally made available or provided for by GRS.

- Impersonate or attempt to impersonate GRS, a GRS employee, another user or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing).

Further, it is your responsibility to inform GRS of any employment terminations or transfers or change in circumstances that would impact any account that is registered with GRS. You are responsible for ensuring that the information collected by GRS is up-to-date and accurate. GRS is not liable for your failure to provide accurate and timely information that could impact the services you request from GRS.

3. **Accessing the Site and Account Security**

We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with the Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. **Proprietary Information and Intellectual Property Rights**

The Information available on this Site and all content offered through it, including, but not limited to, text, third party applications, photos, graphics, and everything else you see, hear, and use through the Site (all of which herein is referred to as "Content"), are intellectual property of GRS and protected under the copyright, trademark and other intellectual property laws of the United States and/or other countries ("Intellectual Property Laws"). You may not download, print or otherwise use or reproduce any of the Content except in the course of viewing the Site online for lawful purposes, and in making single copies of selected pages of the Site for personal use and not for distribution or posting on any other website. You also agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any Content. The violation of applicable Intellectual Property Laws may give rise to civil

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5. **Links**

The Site may provide links to other sites or applications. GRS has no control over such sites and resources and as such is not responsible or liable for the any content, advertising, products, or other materials on or available from such sites or resources.

6. **Prohibition Against Rogue Programming**

You shall not post, transmit or make available in any way through the Site any software or other materials which contain a computer virus, Trojan horse, time bomb, or worm, or make any other change in the Content appearing on the Site without the prior written consent of GRS ("Rogue Programming.") GRS has no obligation to detect the presence of any Rogue Programming. Any downloading or any other use of the Information on the Site is at your risk, and you are advised to take adequate precautions to minimize any loss to your system caused by Rogue Programming, including use of anti-virus programs and proper backup of files.

7. **Materials Are Informational Only**

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8. **Information About You and Your Visits to the Site**

You may be required to register an account to use the Site. To set up an account, you may be required to provide information about yourself. Additionally, data pertaining to your online activity and usage patterns may be collected, analyzed, and stored by GRS. GRS agrees that it will only use and/or disclose your personal information in accordance with the terms of our Privacy Policy, which is hereby incorporated by reference into these Terms of Use. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

9. **Geographic Restrictions**

The owner of the Site is based in the state of Michigan in the United States. We provide the Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

10. **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. **Limitation of Damages**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL GRS OR ANY OF ITS RELATED PERSONS OR ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE USE OF, MISUSE OF OR INABILITY TO USE THE SITE OR ASSOCIATED SOFTWARE, INCLUDING WITHOUT LIMITATION USE OF OR RELIANCE ON INFORMATION AVAILABLE ON THE SITE, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELAYS IN OPERATION OR TRANSMISSION, NONDELIVERY OF INFORMATION, OR ANY OTHER FAILURE OF PERFORMANCE, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

12. **Indemnification**

You agree to defend, indemnify and hold harmless GRS, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site or associated software, including, but not limited to, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site. You also agree to defend, indemnify and hold harmless GRS, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of any and all claims of third parties relating to, arising out of or resulting from your violation of these Terms of Use or your use of the Site or associated software, including but not limited to, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

13. **Governing Law**

These Terms of Use and Disclaimer shall be governed by the laws of the State of Michigan, U.S.A., without regard to principles of conflicts of law. The courts located in Oakland County, Michigan shall have the exclusive jurisdiction and venue over any dispute arising out of or relating to this Site.

14. **Arbitration**

At its sole discretion, GRS may require you to submit any disputes arising from the use of these Terms of Use or the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Michigan law. By using the Site, you hereby consent to submission of any dispute to final and binding arbitration.

15. **Limitation on Time to File Claims**

Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Site must be commenced within six (6) months after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

16. **Your Comments and Concerns**

The Site is operated by GRS, One Towne Square, Suite 800, Southfield, MI 48076-3723.

All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to the contact set forth below for this Site.

17. **How to Contact Us**

To ask questions or comment about these Terms of Use, contact us at:

GRS

One Towne Square, Suite 800

Southfield, Michigan 48076

(248) 799-9000 or (800) 521-0498

<https://www.grsconsulting.com/contact-us/>