

IT Nation Evolve Terms of Use

Terms of Use for ConnectWise, LLC, IT Nation Evolve Peer Groups (“IT Nation Evolve”)

Effective September 9, 2020

You must agree to all of the terms and conditions contained in this agreement to become a user, which in turn permits you to access certain ConnectWise, LLC (ConnectWise) websites, domains, products, services, or content (collectively referred to herein as "Content").

Through your act of completing the ConnectWise enrollment process you agree to the terms of this agreement, just as if you had signed this agreement. If you do not wish to be bound by this agreement, please do not complete the enrollment process or use the Content.

License and Copyright

The Content is Copyright © 2000-2020 ConnectWise, LLC. All rights reserved.

You have a limited license to access and use the Content solely for your own internal information purposes.

You acknowledge that access to and use of the Content is limited to the license terms set forth herein and any expansion of those terms must be in writing.

The granting of the license to access and use the Content is conditioned on your agreement not to copy, disclose, disseminate, redistribute, sell, sub-license or publish any Content or any part thereof, in any manner or form, to any other party without ConnectWise’s written permission and proper attribution to ConnectWise, except as may be allowed under U.S. copyright law. You shall not permit, whether directly or indirectly, any third party to do any of the foregoing.

You shall not use ConnectWise's name or any excerpts from the Content in the promotion of your products or services.

Payments

Unless otherwise agreed in writing, all orders are payable at the time the order is placed and payment must be completed prior to access or shipment.

Changes

We reserve the right to change or discontinue any of the Content or features on our websites at any time. We also reserve the right to change our Terms of Use and our Privacy Policy at any time. Such changes shall be effective immediately upon notice which shall be placed on our websites. We will indicate at the top of this page the new effective date of the Terms of Use. You waive any right to further notice. Your access to any of our websites or use of the Content thereafter shall be deemed to be your acceptance of such changes. We encourage you to refer to these Terms of Use and our Privacy Policy on an ongoing basis.

Disclaimer

The Content is provided to you “as is” and ConnectWise disclaims any warranties, express or implied, including, without limitation, implied warranties of merchantability, non-infringement, and fitness for a particular purpose. ConnectWise also does not guarantee the Content or our websites, or any party thereof, are free of viral infection, or other code manifesting contaminating or destructive properties.

You acknowledge that we make no claims as to the accuracy, completeness, adequacy, or suitability of the Content for any purpose (including, without limitation, improving operations, company growth or profitability, any purchase or sale of a business, investment purposes, or formal valuation).

You assume all risk and sole responsibility for the selection of the Content to achieve your intended results. The opinions expressed in the Content is subject to change without notice.

Limitation of Liability

You unconditionally release ConnectWise from damages of any kind, including without limitation, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods and services, loss of use, loss of data, loss of profits, business interruption and loss of programs or information) however caused and on any theory of liability (including negligence), arising out of your use of, inability to use, or reliance upon the Content, or for any claims you may have attributable to errors, omissions or other inaccuracies in the Content or interpretations thereof. To the extent you have direct damages as a result of the Content, our liability shall not exceed One Hundred Dollars (\$100.00)

Indemnification

You agree to indemnify, defend and hold harmless ConnectWise (and its affiliates, licensors and their respective officers, directors, employees and agents) from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of the use of or reliance on the Content.

Third Party Rights

The provisions regarding Disclaimer, Limitation of Liability and Indemnification are for the benefit of ConnectWise, and its licensors, employees and agents. Each shall have the right to assert and enforce those provisions against you.

Links to Other Websites

The Content may contain links to other websites under the control of other parties. We are not responsible for those other websites and we provide links to them solely for your convenience. Those websites may have their own terms of use which you should review prior to using such sites. Please direct your concerns about any of those websites to that site's administrator.

Termination

Subject to other written agreement you may have with ConnectWise, we may terminate your access to the Content at any time for any reason. The provisions regarding Disclaimer, Limitation of Liability, Indemnification and Third Party Rights shall survive.

Governing Law

This agreement and the resolution of any dispute arising hereunder shall all be governed and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law principles. You consent to the jurisdiction of the courts of the state of Florida located in Hillsborough County, Florida.

Alternative Dispute Resolution and Attorney Fees

With respect to any claim or dispute between you and us arising out of or relating in any way to the Content or this agreement, we (you and us) shall first attempt to resolve said dispute through mediation. If we fail to resolve any dispute through mediation, you agree to resolve this matter through final, binding arbitration pursuant to the rules of the American Arbitration Association United States Commercial Dispute Resolution Procedures. This arbitration obligation applies regardless of whether the claim or dispute involves a tort, fraud, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. You agree to waive your right to bring a lawsuit based on such claims

or disputes and to have such lawsuit resolved by a judge or jury. You also waive your right to participate in or represent a class in any claim or dispute. All final binding arbitrations shall be conducted on an individual basis, and an arbitrator shall have no authority to award class-wide relief. Each party shall pay its pro-rata share of the fees and costs of mediation and arbitration. Each party shall pay the fees and costs of its own counsel, experts and witnesses.

Miscellaneous Provisions

Neither our course of conduct or trade practice will modify the terms of this agreement. A waiver by ConnectWise of any default of any of the terms and conditions of sale shall not be deemed to be a continuing waiver of any other default or of any other of these terms and condition of sale, but shall apply solely to the instance to which the waiver is directed. If any provision of this agreement is determined by a court of competent jurisdiction to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable, or void, and the remainder of the provision and all other provisions shall remain fully enforceable.