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Access to the Site is permitted on a temporary basis and we reserve the right to terminate or make modifications to any Materials or services that we provide through the Site (or any part thereof) without notice. We will not be liable if for any reason the Site (or any part thereof) is unavailable at any time or for any period.

Occasionally, we may need to maintain the software and other equipment that runs the Site. During these times, you may not be able to access the Site or the Site may be slower than normal.

You are responsible for making all arrangements necessary for you to have access to the Site and for ensuring that all persons who access the Site through your internet connection are aware of and comply with these Terms of Use.

We make no promises of any kind about the suitability, reliability, timeliness, and accuracy of the services offered or Materials posted on the Site for any purpose.

From time to time you may be asked to register your details with us in order to receive products or services or to enter contests. When you do, additional terms and conditions may apply.

### **Accuracy**

While every effort is made to ensure that the Materials contained on the Site is correct, no warranties (express or implied) are made by us as to the nature or accuracy of any such Materials. Accordingly, we disclaim all liability and responsibility arising from any reliance placed on such Materials by any visitor to the Site, or by anyone who may be informed of any of its contents to the extent permitted by applicable law.

We may make changes to the Materials contained on the Site at any time without notice. However, we are not obliged to update the Site's Materials and, although we aim to keep the Site as up to date as possible, Materials on the Site may be out of date at any given time.

### **Misuse of the Site**

You may only use the Site for lawful purposes.

You must not misuse or in any way attempt to damage the Site (or any part of it) including, but not limited to, by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site (or any part of it), the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.

By breaching the above provisions, you would commit a criminal offense under applicable law. We will report any such breach to the relevant law enforcement authorities and cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

### **No Obligations of Confidentiality**

Unless expressly stated otherwise herein, any information submitted by you through the Site shall be deemed non-confidential and non-proprietary. You represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. Because of the open nature of the Internet, we recommend that you not submit information that you consider confidential.

ALL UPLOADS BY YOU TO THE SITE, WHETHER INTO A PUBLIC FORUM OR NON-PUBLIC FORUM, SHALL BE AT YOUR OWN RISK AND GP STRATEGIES TAKES NO RESPONSIBILITY FOR THE USE OR MISUSE OF ANY SUCH UPLOADED INFORMATION BY ANY OTHER USER OF THIS SITE.

### **Framing/Linking**

Any framing of or linking to the Site is prohibited without our prior written permission and such permission would only be given on conditions as we see fit under the circumstances.

### **Updates to these Terms of Use**

These Terms of Use may be amended, updated or modified by us from time to time. You agree to remain bound at all times by these Terms of Use as amended, updated or modified in connection with your use of the Site or any site or service accessible via the Site.

The current version of these Terms of Use will always be available at our web site, [www.gpstrategies.com](http://www.gpstrategies.com), by clicking on the Legal Information link which is included on the bottom of each web page comprising the Site.

### **Compliance with Laws**

You are responsible for complying with the laws of the jurisdiction from which you are accessing the Site and you agree not to access or use the information on the Site in violation of such laws.

### **Miscellaneous**

We reserve the right to monitor and track your visits to the Site.

Our use of your personal information is subject to our Privacy Policy. By using the Site, you consent to such use and warrant that all data provided by you is accurate.

A failure or delay by us in enforcing compliance with these Terms of Use shall not be a waiver of that or any other provision of these Terms of Use.

These Terms of Use constitute the entire agreement between you and us as to your use of the Site and shall supersede any prior agreement or representation in respect thereof.

The express provisions of these Terms of Use are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

No changes to these Terms of Use shall be valid except where they have been agreed to by us and confirmed in writing.

All notices to be given by us to you in connection with these Terms of Use shall be sufficiently given when posted on the Site, forwarded to you via the email address you have provided to us, or by updating these Terms of Use which will be available to you when you click on the Legal Information link included on the bottom of each web page comprising the Site.

We maintain the Site in the United States and you agree that these Terms of Use and any legal action or proceeding relating to this site shall be governed by the laws of the State of Maryland without reference to its choice of law rules. If you attempt to bring any legal proceedings against us, you specifically acknowledge that we are free to choose the jurisdiction of our preference as to where such action against us may be held. As you have agreed by using the Site to choose Maryland law to govern any such proceedings, we will probably choose to defend any such

action in the courts located in Howard County, Maryland and we can make this decision entirely as it suits us, without regard to where in the world you are located, or from where in the world you visited the Site.

If you have any queries in connection with these Terms of Use, or if you should feel the need to address a complaint to us in connection with the Site or the provision of any services provided by us to you, please send the same to our address for correspondence set out below.