

## Ira Chaleff Website Terms & Conditions

Last Updated: June 2023

The purpose of this Terms & Conditions document is to define the general conditions for access and use of the Website irachaleff.com by anyone visiting it and/or using its functions. The owner of the Website is Ira Chaleff Consulting LLC (or simply Ira Chaleff), who can be reached at 17 Quail Roost Lane, Huntly, VA 22640, United States of America; phone # 1-(540)631-9026; email address irachaleff@cs.com.

#### **AGREEMENT TO TERMS**

This Terms & Conditions document constitutes a legally binding agreement made between you, whether personally or on behalf of an entity and Ira Chaleff Consulting LLC, concerning your access to and use of the irachaleff.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto.

Entry to the Website, as well as its subsequent use implies the acceptance of the Terms and Conditions document, and the Privacy Policy document and the Disclaimer document by users, who, upon doing so, declare they understand their contents. Accordingly, users should consider carefully these Terms & Conditions before accessing the website and / or using the services at your own risk. Anyone who does not accept the Terms & Conditions or the Privacy Policy or the Disclaimer, must refrain from using the Website.

### **UNILATERAL MODIFICATION**

Ira Chaleff Consulting LLC reserves the right, at any time and without prior notice, to modify or eliminate the content, structure, design, services and conditions of access and/or use of this Website. Ira Chaleff will alert you about any changes by updating the "Last updated" date of these Terms & Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms & Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms & Conditions by your continued use of the Website after the date such revised Terms & Conditions are posted.

#### **WEBSITE USE**

The access and use of this Website is subject to the laws of the State of Virginia, United States of America. User undertakes to use the Website, its services and contents without



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violating the applicable law, good faith and public order. Therefore, it is prohibited to use the Website for illegal purposes or for any other purpose that may impair or prevent, damage and/or overload in any way the usage or the normal operation of the Website, or which may adversely affect the Website or any third party rights, either directly or indirectly.

You may not access or use the Website for any purpose other than that for which Ira Chaleff Consulting LLC makes the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Ira Chaleff.

The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Ira Chaleff to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Website is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Website. If you are a minor, you must have your parent or guardian read and agree to these Terms & Conditions prior to you using the Website.

### INTELLECTUAL PROPERTY AND USE OF CONTENT

Unless otherwise noted, the Website is the exclusive property of Ira Chaleff Consulting LLC and all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics on the Website -collectively, the "Content"- and the trademarks, service marks and logos contained therein -the "Marks"- are owned or controlled by or licensed to Ira Chaleff and are protected by copyright laws, copyright and trademark and other intellectual property rights and unfair competition laws of the United States of America, foreign jurisdictions and international conventions.

Users may make copies of the Content if authorized to do so or where Ira Chaleff Consulting LLC is obliged to publicly disclose the Content under the rules and regulations in force. Any reproduction or use of the Content in violation of the above provisions is expressly forbidden.



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Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. Ira Chaleff Consulting LLC reserves all rights not expressly granted to you in and to the Website, the Content and the Marks.

The material on this Website is provided for educational and informational purposes only, and may contain content not authorized by the copyright owner used with transformtive purpuses under Section 107 of the Copyright Act (also known as Fair Use Act).

### SITE MANGEMENT

Ira Chaleff Consulting LLC reserves the right, but not the obligation, to:

- 1. monitor the Site for violations of these Terms and Conditions;
- 2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities:
- 3. otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

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