



TERMS OF USE

Last Updated: May 6, 2021

Introduction

These Terms of Use apply to your use of our online websites, services, and reporting platform, collectively referred to as the “Platform.”

Violation of these Terms of Use may result in suspension or termination, at our sole discretion, of your use of the Platform. Where applicable, we may remove content that violates these Terms of Use, and/or report violations to appropriate law enforcement agencies. If you violate these Terms of Use, and we do not take action immediately, we reserve the right to do so at a later date.

If you identify a suspected violation of these Terms of Use, please contact us using the contact information below.

Legal Compliance

You must use the Platform in compliance with, and as allowed by, applicable law. Using the Platform in combination with other resources for any of the described uses is also not permitted.

Your Responsibilities

You are responsible for your use of the Platform. This includes your conduct and communications with others while using it, as well as any content you submit to it. You must comply with the following requirements:

- The Platform may only be used for lawful activity, and never for activities that could lead to physical damage, mental harm, death, or personal injury.
- You may not permit any person under the age of 16 to use the Platform.
- You may not attempt to access the Platform other than through our provided interfaces and instructions or interfere with the Platform’s normal operation.
- You may not submit false information to the Platform.
- You may not use the Platform for any competitive purposes or to build any product or service.
- Using the Platform to store or transmit malware, viruses, or other types of malicious software, or links to such software, is strictly prohibited.
- You may not probe, test, scan, or attempt to bypass the security of the Platform without our express written permission.
- You may not use the Platform to infringe upon the intellectual property rights of others.

- Unless authorized by us in writing, you may not use any automated system or software to scrape or extract data from the Platform.
- To the extent permitted by law, you may not reverse-engineer the Platform, or assist anyone else in doing so.
- Unless authorized by us in writing, you may not resell or lease the Platform.
- Unless authorized by us in writing, you are solely responsible for any use of the Platform that requires you to comply with industry-specific regulations.

Phishing and Security

The Platform may not be used for any of the following:

- Attempts to collect credit card numbers or harvest passwords
- Attempts to collect information for which you do not have a legitimate business need
- Disclosure of a person's identifying information without consent
- Intentional deception or misleading, including by linking to websites with malicious software
- Claiming that use of the Platform is anonymous when it is used in a fashion that is not Spam

We treat email correspondence very seriously and require users of the Platform to do the same.

- Emails you send via the Platform must have a valid reply-to email address. You must have authorization to use that reply-to email address.
- You must not use the Platform to send emails with deceptive subject lines or misleading information.

Prohibited Conduct

The following conduct is prohibited:

- Creating a genuine risk of harm or threat to public safety
- Directly or indirectly threatening or attacking others, or organizing or inciting violence, harassment, or unauthorized property damage
- Engaging in, funding, or promoting self-harm or hate speech
- Harassment or bullying
- The submission of materials pertaining to graphic violence or pornography
- Infringement of our intellectual property rights in the Platform, and/or the IP rights of any third party

External Links

The Platform may contain third-party-controlled content, or links to third-party websites. We do not control or endorse such content or websites, or any goods or services promoted or sold by them, and are not responsible for such content or websites. However, if you are concerned about any such content or websites, please contact us using the contact information below.

Changes to Our Terms of Use

From time to time we may update our Terms of Use. Please check back periodically to see any changes. If we make a change to this Terms of Use that materially affects your use of the Platform, we will notify you.

Disputes

All disputes arising under these Terms of Use are subject to the exclusive interpretation, jurisdiction, and venue as specified in the applicable Service Agreement.

If no Service Agreement applies, and unless required otherwise by applicable law, jurisdiction and venue will be in the State and Federal Courts of New Haven County, Connecticut, under Connecticut law, without regard to its conflicts of laws principles.

If any provision or section in these Terms of Use is found to be illegal or unenforceable, the remainder of these Terms of Use will remain in full force and effect.

Agreement to Arbitrate Disputes

In cases where no Service Agreement applies between you and us, by using the Platform you agree that this Agreement to Arbitrate Dispute applies.

- A. Subject to Section I of this Agreement to Arbitrate Disputes, any and all disputes, controversies, or claims involving us arising out of or relating to: (i) these Terms of Use, including challenges to the scope, interpretation and enforceability of this Agreement to Arbitrate Disputes; (ii) your use of the Platform; and (iii) any other dispute, controversy or claim between you and us, shall be resolved exclusively and finally through binding arbitration, and not by a court or a jury. This Agreement to Arbitrate Disputes excludes any claims that, by law, may not be subject to pre-dispute arbitration agreement.
- B. Who Is Bound to Arbitrate: For purposes of this Agreement to Arbitrate Disputes Agreement to Arbitrate Disputes, the term “us” or “we” includes not only our company, but also its officers, directors, agents, parents, subsidiaries, successors, assigns, and employees, to the extent such persons are named as co-defendants with us or an affiliated entity that employs them, if applicable. The term “you” includes you, your heirs, successors, and assigns.
- C. Federal Arbitration Act: Regardless of any other choice of law provision in these Terms of Use, you and we agree that these Terms of Use represent a transaction involving interstate commerce, and that the Federal Arbitration Act, Title 9 of the United States Code, covers the interpretation and enforcement of this Agreement to Arbitrate Disputes and proceedings brought pursuant to it.
- D. Commencing Arbitration: A party may commence an arbitration proceeding by serving a demand for arbitration on the other party by overnight delivery or First-Class certified U.S. Mail, postage prepaid, to the last known address of the other party. All claims shall be decided by a single, neutral arbitrator jointly chosen by the parties. If for any reason the parties cannot agree on an arbitrator, either party may apply to a court of competent jurisdiction in the location where the arbitration will be conducted for appointment of a neutral arbitrator. A court-appointed arbitrator shall act under this Agreement with the same force and effect as if selected by the parties.

- E. Arbitration Proceedings: Each party shall have the right to take discovery, bring dispositive motions, and call witnesses and present evidence as necessary to put forward its claims and/or defenses. Any decision rendered in such arbitration proceeding shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction.
- F. Costs and Fees: In all cases where required by law, we shall pay the arbitrator's and arbitration fees. If under applicable law we are not required to pay all of the arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the parties in accordance with applicable law. Each party shall pay the fees of its own attorneys. However, the arbitrator shall have the power to award attorney's fees and costs in accordance with applicable law.
- G. Class Action Waiver: Neither party shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative, class member, or in a class-wide or private attorney general capacity.
- H. Confidentiality: You and we agree that any arbitration hereunder and any documents prepared in connection with any arbitration shall be confidential, and unless otherwise required by law, the existence, content, or result of any arbitration shall not be disclosed to any third party without the prior written consent of both parties.
- I. Severability: If any provision or section within this Agreement to Arbitrate Disputes -- other than the Class Action Waiver clause in Section G -- is found to be illegal or unenforceable, that clause will be severed, and the remainder of the Agreement to Arbitrate Disputes will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, however, the entire Agreement to Arbitrate Disputes shall be unenforceable and the dispute shall be decided by a court of competent jurisdiction in accordance with the Disputes section above. Notwithstanding any other provision contained in these Terms of Use, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void, or voidable shall be decided only by a court of competent jurisdiction and not by an arbitrator.
- J. Opting-Out: You may opt-out of this Agreement to Arbitrate Disputes, by submitting to us by certified mail, return receipt, using the contact information below, with ATTN: Platform Opt-Outs within 30 days from your initial acceptance of these Terms of Use a written notice that clearly identifies you and states that you elect to opt-out of the Agreement to Arbitrate Disputes contained in our Terms of Use.

Your decision to opt-out will have no adverse effect on your relationship with us.

If you do not opt out of this Agreement to Arbitrate Disputes within 30 days from the date of accepting these Terms of Use, then you accept the terms of this Agreement to Arbitrate Disputes and they will be legally binding.

You have the right to consult with an attorney of your choosing concerning these Terms of Use and the Agreement to Arbitrate Disputes.

Contacting Us

For inquiries related to these Terms of Use, please contact us at:

ARC Consulting, LLC

ATTN: Terms Of Use Inquiry

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