

optimanage.com

Terms & Conditions

Start of “**Terms & Conditions**”

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By accessing the website or any of the applications Operated by “optimanage.com”, you, the user, agree to be bound by all of the terms and conditions for use and agree that these terms constitute a binding contract between the user and “optimanage.com”.

General:

“**optimanage.com**” website is for entertainment, general information, general knowledge and trivia. “**optimanage.com**” website or its content neither gives advice nor counseling nor healing. The website contents present possible views and general ideas on different topics.

The terms “**optimanage.com**”, “we”, “us” and “our” refer to “**optimanage.com**” website and to the present and future individuals and entities involved in its administration, development and publication. The terms “user”, “users”, “you” and “your” refer to all individuals and/or entities accessing this website.

These “**Terms & Conditions**” can be changed at any time at the discretion of “**optimanage.com**”. Users are encouraged to periodically read them to know of the latest changes if and when they occur to which they are bound. By accessing this website, users will be considered to have agreed to the latest version of these “**Terms & Conditions**” in its/their entirety.

Lawful, Safe, Proper and Correct Use:

This website/database/articles/content is copyright protected work which is owned by “**optimanage.com**” or its authors, or other third parties, and is reproduced in this website under license. “**optimanage.com**” is owned by “**optimanage.com, LLC**”.

You may use “**optimanage.com**” and its services for lawful purposes only. Users agree to be responsible financially for all their purchases made by them or by their representatives through this website. Users agree to use the website and to purchase services and products through this website for legitimate, non-commercial purposes only. Any commercial use of this website or its content, whether direct or indirect, is specifically forbidden except with prior written authority of the owner of the copyright.

Users shall not post or transmit through the website any material which violates or infringes the rights of others, and/or which is threatening, abusive, libelous, defamatory, invasive of privacy and/or publicity rights, obscene, vulgar, profane, or is objectionable, or contains injurious formulas, recipes, or instructions which encourages behavior or conduct that would constitute a criminal offence, give rise to civil liabilities, or would violate any law. Users agree to keep “**optimanage.com**” as well as any and all third party websites that are accessed through “**optimanage.com**” properly functioning. Users agree to keep and maintain “**optimanage.com**” as well as any and all third party websites that are accessed through “**optimanage.com**” free of malware, viruses, or any other website destructive, abusive or unlawful materials or activities.

Disclaimer:

Users understand, acknowledge and agree that the content of this website is presented to you on an “as is, as available” basis. The content of this website represents general views and opinions, and your access and use of this website and any of its content thereof is entirely at your own risk and

responsibility. The content of this website is subject to change at any time and without notice. **"optimanage.com"** assumes no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on any content, information, services, advertisement or any other material on this website. **"optimanage.com"** recommends and strongly advise any user wishing to use or apply any piece of information and/or data appearing in/on this website to contact the appropriate professional, expert and/or specialist in the field of interest in question; before attempting to use or apply such information and/or data appearing in/on this website. **"optimanage.com"** makes no representations or warranties of any kind regarding the website and services, any products made available or advertised to you in connection therewith, or your access to or use of any of the foregoing, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and/or non-infringement, or any warranties arising by course of dealing or custom of trade. **"optimanage.com"** makes no representation or warranty that any material, content, products or services displayed on or offered through this website and/or our service are accurate, complete, appropriate, reliable, or timely. **"optimanage.com"** also makes no representations or warranties that products and/or services will meet your requirements and/or your access to and use of the website and services will be uninterrupted or error-free, free of viruses, malicious code, or other harmful components, or otherwise secure. **"optimanage.com"** is not and cannot and will not be held responsible or liable for any results of use of any of the advertised goods and/or services on its website. It is the responsibility of all users and/or shoppers to research and investigate the ads and businesses with which they wish to deal or do business.

Limitation of Liability:

Users agree that **"optimanage.com"** and all persons or entities connected and/or doing business for/with this website – at present or in the future – shall not be liable to you or any other third party for any direct, indirect, incidental, special, exemplary, punitive, or consequential damages, or any other form of damages in any manner arising out of or in connection with this agreement or your use of the website and services, regardless of the form of action or the basis of the claim or whether or not **"optimanage.com"** has been advised of the possibility of such damages. Your use of this website is entirely at your own risk and responsibility.

Users agree that in the event they have any dispute with one or more third parties as a result of the use of the material or the services, or are in any way damaged as a result of any third party in connection therewith, users hereby release and covenant not to sue or otherwise make claim, demand or file any legal action or institute any legal or regulatory proceedings against **"optimanage.com"**, its officers, directors, employees, representatives, agents, and/or suppliers. Such a release and covenant – stated above – includes, but not limited to, any claim, actions, demands or damages (whether direct, indirect, special, incidental or consequential), or whatever kind or nature, known or unknown, suspected or unsuspected, whether foreseeable or not, disclosed or undisclosed. **"optimanage.com"** failure to delay to enforce any terms and conditions shall not constitute a waiver of right under these terms and conditions.

Indemnification:

Users agree to defend, indemnify and hold **"optimanage.com"** and all its administration – present and future - harmless against any losses, expenses, costs or damages (including our attorneys' fees, experts' fees and other costs of litigation), settlements, liabilities, charges, assessments arising from, or incurred as a result of, or in any form related to any claim or action based upon; your breach of the terms and conditions of this Agreement/Terms and Conditions and/or your submission of material to this website, your use of the website or services, and/or the use of the website and services by any other person or entity using your "personal information/ID". Users agree to provide **"optimanage.com"** assistance, without charges, as we may request in connection with any such defense, including, without limitation, providing us with information, documents, records and reasonable access to you, as is needed. Users agree not to settle third party claims or waive any defense without prior written consent from **"optimanage.com"**. **"optimanage.com"** may, if need arises, participate in the defense of such claims or action and any negotiations for its settlement or compromise. We reserve the right, at our own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

Links and Website Availability:

"optimanage.com" as well as Advertisers, writers/authors and/or third parties may provide links, through this website, to other websites or resources. Because **"optimanage.com"** has no control over these other web sites or resources, users acknowledge and agree that **"optimanage.com"**, its officers – present and/or future – as well as its administrators, suppliers and its other human resources are not responsible for the availability of such external sites and/or resources, and do not endorse and are not responsible or liable for any of their content, advertising, products, services or any other materials on or otherwise made available through such sites or resources. Users also understand, acknowledge and agree that **"optimanage.com"** and all connected individuals and entities will not be responsible or liable, directly or indirectly, for damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services made available on or through any such site or resource. As **"optimanage.com"** has – at present - no control over the third party that is hosting and maintaining the website; all users acknowledge and agree that; **"optimanage.com"** its officers – present and/or future – as well as its administrators, suppliers and its other human resources are not responsible for the availability of the website. Nonetheless, **"optimanage.com"** will be in touch with the hosting entity to maintain a continuous availability of the website for the users. **"optimanage.com"** cannot be responsible or held responsible for unavailability of the website due to reasons outside its/their control – including, but not limited to – power outage (local and/or general), hosting hardware and/or software problems.

Advertisements:

Advertisements include, but are not limited to, Resumes and any other materials users send to **"optimanage.com"** to appear on the website. All advertising/advertisement (ad/ads) sales are final. There will be No refunds. **"optimanage.com"** will not refund fees in whole or in part, even if the service is suspended or canceled prior to the end of your (the advertiser/user) ad lifecycle. **"optimanage.com"** is not responsible for errors made in submitting your ad(s). Advertisers/clients/customers/users (users) agree to verify their ads for correctness and accuracy. Users agree to submit their ads – and their payments – three (3) months prior to the beginning of the quarter in which the ad(s) is/are expected to appear in/on **"optimanage.com"**. Fees – and/or potential fees – can be changed and altered at any time. **"optimanage.com"** has, and maintains, the right to implement such changes and alterations at any time and at its sole discretion. Payments to **"optimanage.com"** for the ad(s) must be made in whole/full, upon placement of the order of the ad(s). Advertisers and all users agree to pay for all advertising that was ordered by them or their employee(s) or agent(s). All users advertising their businesses or placing their resumes on **"optimanage.com"** are responsible for the correctness and all legal aspects of their ad(s), resumes and business activities. **"optimanage.com"** is not, cannot, and will not be held responsible or liable for any results due to the use of any of the advertised goods and/or services – or resumes placed - on its website. Advertisers and resumes placers and users agree to indemnify and hold **"optimanage.com"** harmless from any claims, loss, damage or liability, which arises out or results from the use by advertisers, customers, shoppers, and users of an ad(s) containing a name, address, trademark, trade name, service mark or any other such similar designations, or arises out of or results from the use of their products and/or services by other users.

Writers and Authors:

"optimanage.com" will commission writers and authors to develop articles in the various and appropriate fields of entertainment, trivia, general information and general knowledge. You (writers and authors) agree to develop and present articles – and accompanying photos, graphs, graphics, and/or art-work, of 450–600 words, requested and approved by **"optimanage.com"**. You agree to research and check the facts and edit each of the articles. You will submit each article by the agreed upon due date. You will not knowingly deliver an article to **"optimanage.com"** which infringes upon any patent, copyright or trade secret of any third party. You agree and accept, if and when requested, any revision made by **"optimanage.com"** and you will complete such revisions and present them on time. All photos, graphs, graphics, and/or art-work must be license-free. **"optimanage.com"** reserves the right to modify the article(s) as needed due to the available space and publishing schedule. **"optimanage.com"** also reserves the right to publish articles and the accompanying visual assets at our discretion, including the option to not to publish certain articles at all. All articles and the accompanying visual assets submitted to

“**optimanage.com**” become and remain the sole property of “**optimanage.com**”. Writers and authors agree to and authorize “**optimanage.com**” to use their names and photographs as well as their biographical information in any media both during and after the term of any assignment for any purpose of accompanying their published article, and on any of “**optimanage.com**” contributors’ website page(s). Writers and authors agree in their position as independent contractors to avoid any action that constitutes a conflict with the best interests of “**optimanage.com**”.

Force Majeure:

All users understand, acknowledge and agree that “**optimanage.com**” will not be liable for failure to make the website available if such failure is a result of events outside and beyond our control such as Acts of God (including – but not limited to - fire, flood, earthquake, storm, hurricane or other natural disaster), and also including – but not limited to - war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, or any other event. No party is entitled to terminate this Agreement.

Termination of Activity and Use:

All users understand, acknowledge and agree that “**optimanage.com**” may terminate, change, limit, suspend or discontinue any aspect of the website, including the availability of any resources of the website, at any time. “**optimanage.com**” also may impose limits and restrictions on certain resources or restrict your access to parts or all of the website without notice or liability if we believe you are in breach of this “**Terms & Conditions**” of use or applicable law or for any other reason.

Privacy Policy:

This privacy policy discloses the privacy practices for “**optimanage.com**”. This privacy policy applies solely to information collected by this web site. It will notify you of the following:

1. What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.
2. The choices that are available to you regarding the use of your information.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

Information Published as Part of the Content

Users are aware and agree that the information published on – and as part of - the website content, and becomes available to all other viewer’s and users’ knowledge, is done with your approval and/or your request. This information is the type that you – the user – present and declare in your ads, your resumes and your writers’ self-description (and ads – as applicable) and present to the website with your article(s).

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control of/over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.

- Express any concern you have about our use of your data.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Updates

Our Privacy Policy may change from time to time and all updates will be posted on this page.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 443-845-0018 or via email.

Cookies

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site. Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.

Registration

In order to use this website, a user must first complete the registration form. During registration a user is required to give certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest. At your option, you may also provide demographic information (such as gender or age) about yourself, but it is not required.

Orders

We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

Sharing

We share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

And/or:

We use an outside shipping company to ship orders, and a credit card processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes beyond filling your order.

And/or:

We partner with another party to provide specific services. When the user signs up for these services, we will share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

Links

This web site contains links to other sites. Such links are provided for user's reference only. "**optimanage.com**" does not control such websites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave

our site and to read the privacy statements of any other site that collects personally identifiable information.

Surveys & Contests

From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Refunds and Fees:

Users and advertisers agree that all advertising/advertisement (ad / ads) sales are final. There will be no refunds. "**optimanage.com**" will not refund fees in whole or in part, even if the service is suspended or canceled prior to the end of your ad or ads lifecycle. "**optimanage.com**" is not responsible for errors made in submitting your ad or ads.

Fees – including potential fees – can be changed, revised or altered at any time. "**optimanage.com**" has – and maintains - the right to implement such changes, revisions and/or alterations at any time and at its sole discretion and without previous notice.

Resolving Disagreements:

Users – as well as their agents and representatives - and all other Individuals and/or entities/parties agree that in the event of a misunderstanding or disagreement between "**optimanage.com**" and a user, resolution of such situations will be through meetings between the two parties. Should such a situation remain unresolved, it will be resolved through mediation, and if it persists the parties hereby agree to submit any dispute that might arise between them in their course of dealings exclusively to a court of arbitration according to the rules, regulations and procedures of the state of Maryland, in the United States of America, and in accordance with laws of the state of Maryland and the United States of America without regard to its conflict of law(s) provisions. In the event where an element of these terms and conditions is deemed inconsistent with the law, users agree that all the other elements of these terms and conditions remain valid and enforced and all users will abide by them. Any claim under these terms and conditions must be brought within six (6) months after the cause of action arises, or such claims or cause of action is barred.

Special Addition:

All persons and entities involved in providing administration, development, authoring, writing, hosting, maintenance and servicing to/for "**optimanage.com**" must agree to the above "**Terms & Conditions**" in its/their entirety – and they are also considered as "users". These persons and entities – and their representatives and/or agents - agree not to misuse or abuse the services, content and functionality of this website. And they, also, agree not to engage in illegal or unethical activities – especially in what relates to "**optimanage.com**" website as well as its availability to other users. All users agree that any and all information and data obtained from, for and about "**optimanage.com**" and its team is confidential and must be considered and treated as such, and shall remain the property of "**optimanage.com**" under all situations and circumstances.

End of "**Terms & Conditions**"
