



Terms of Use

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No Obligation, Advice, or Offer

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Any reference to prior performance data or related comments noted within the Site are an indication of past performance. You concede that past performance is not indicative of future results and no representation or warranties are being made that any engagement is likely to, or will, achieve similar success as accomplished in the past.

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Terms of Use

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Certain restricted and secure components of The Site (the “Partner Site”) will require user registration and login credentials in order to obtain access. Registration and credentials are provided by Applicote’s technical support desk on an invitation only basis. Registered users must enter the secure Partner Site by entering their login credentials in the designated area of the Site (the “Partner Login”). If granted access, you are responsible for all actions related to the use of your login credentials and agree to take all measures necessary to safeguard them from fraud or abuse. Do not share your Site password with anyone, including anyone from Applicote as we will never ask you for your password. If, at any time, you become aware of any unauthorized use, loss, or theft of your login credentials, you must immediately notify Applicote at techsupport@applicote.com. Applicote will not, directly or indirectly, be held liable for any loss or damages of any kind suffered as a result of, or related to, your failure to adhere to the Terms.

Confidentiality

All data, information, and other intellectual property (“Confidential Information”) provided through the Partner Site is confidential and proprietary to Applicote. This Confidential Information includes, but is not limited to, all analysis, financial statements, reports, and other information provided within the Partner Site. You agree to adopt and use best efforts to maintain the confidentiality of all Confidential Information. You will not disclose any Confidential Information to any entity or person, or use it for any purpose other than that which has been permitted by Applicote in writing.

Conflicting Agreements

No provisions in these Terms is intended to revise or supersede any other written agreement you may have with Applicote (“Other Agreements”), if any, which may currently be in force. In the event of any conflict between these Terms and any Other Agreements, all Other Agreements will supersede such Terms.

Non-Circumvention

When using the Partner Site, you may have access to Confidential Information which may not be covered by another binding Confidentiality & Non-Circumvention Agreement. You agree to not use any Confidential Information provided in our Partner Site to directly or indirectly circumvent Applicote in any of its business dealings, ongoing or future engagements, or transactions. You acknowledge that any use of Confidential Information to directly or indirectly circumvent Applicote as described herein may cause significant and unwarranted economic, general, and speculative damages to Applicote and/or other injured party(ies).

Compliance & Liability

Your privilege to access the Site requires compliance with these Terms and any Other Agreements. Your breach of any provision of these Terms or Other Agreements will automatically, without the requirement of notice of other actions, revoke and terminate your privilege to access the Site and Partner Site. You acknowledge that you will be held fully liable for any damages, misappropriation, conversion, trespass to chattels, and all other claims and causes, without regard to the injured party or claimant’s identity, resulting from any breach of the Terms provided herein or relating to your continued use of the Site after such breach.

Disclaimer

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Governing Law

You acknowledge that use of the Site and any related disputes shall be governed in every manner by the laws of the State of Texas, without giving effect to its conflict of laws principles. The failure of Applicote to act with regard to a breach of these Terms by you or others does not constitute any waiver and will not limit Applicote's rights with respect to any such breach or any successive breaches. The Site is owned and managed for use in the United States and Applicote makes no representations or warranties that data, information, and other materials on this Site are appropriate for use in other countries. You should not access or use the Site if it is, in any way, prohibited in your current country of domicile to do so. Those who choose to access this Site outside the United States do so at their own risk and are completely responsible for compliance with their local laws and regulations.

Termination

Applicote reserves the right to terminate your access to the Site and block any future access to the Site in any manner and without notice at its sole discretion, regardless of the Terms provided herein.

Severability

In the event that any of the provisions of these Terms shall be held to be invalid or unenforceable, such provisions shall first be construed in a manner that would make them valid or enforceable. If any provision(s) cannot be construed in a manner that would make it enforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect. Any failure to enforce any provision of the Terms shall not constitute a waiver thereof or of any other provision.

Entire Agreement

These terms, coupled with our Privacy Policy, constitute the final and entire agreement between you and Applicote with respect to the public access areas of the Site, and supersedes any prior communication or understanding (whether written, verbal, or electronic) or agreement regarding these public access areas of the Site. Users who access the Partner Site may be required to agree to additional terms and conditions during the registration process. These Terms are not intended to amend or modify Other Agreements between you and Applicote on other or related matters.