

Terms of Use

Last Updated: May 19, 2023

Welcome to Ready. Ready Management Solutions, together with its affiliates and related entities (“Ready,” “we,” “us,” or similar terms) offers information about our innovative business services, including tools such as our retail services chatbot powered by [OpenAI](#) (“Chatbot”), via our website located at readyms.com (collectively, including the Chatbot, the “Website”).

These Terms of Use (“Terms”) are by and between you and Ready and govern your access and use of the Website. “You” and similar terms means you, as an individual, as well as the organization, business, or entity on whose behalf you are using the Website (“Organization”). By accessing and using the Website and entering into these Terms, you represent and warrant that you are authorized to enter into these Terms on behalf of yourself and such Organization.

Please read these Terms carefully. By either: (i) accessing or using the Website, including interacting with our Chatbot, or (ii) clicking on the “I Agree,” “Submit,” or similar button or check box when prompted, you accept and agree to be bound and abide by these Terms and agree to bind the Organization on whose behalf you are accessing or using the Website. If you do not want to agree to these Terms, you must not access or use the Website.

You understand that we reserve the right to change or amend these Terms from time to time. Except as otherwise required by law, all changes shall be immediately effective upon their posting to the Website or Chatbot. You acknowledge and agree that your continued access and use of the Website following such changes shall be deemed acceptance by you of any new or amended terms to these Terms. Ready will not be liable for any damages as a result of any of these actions.

The Website and all information and features, including the Chatbot, are provided “as-is.” You are solely responsible for the safety and well-being of yourself, your property, and the persons and properties of others. You are not entitled to rely on any information made available to you via the Website, including via our Chatbot, as accurate or commercially valuable, and we disclaim all warranties and liability with respect to your reliance on the Website for any purpose.

1. Privacy Policy

Your access and use of the Website is subject to the Ready Privacy Policy. Please carefully review the Privacy Policy. You agree that the collection, use, and disclosure of your information is governed by the Ready Privacy Policy, and you consent to all actions we take with respect to your information consistent with the Ready Privacy Policy.

2. Limited License for Accessing the Website (Including Chatbot)

Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-transferable, personal right to access and use the Website (including the Chatbot), solely and strictly in accordance with these Terms for lawful and informational purposes only. You understand and agree

that the Website and all of its features, including the Chatbot, are provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Website or the Chatbot under these Terms, including any software, algorithms, code, or models. You are not authorized by the license granted hereunder or these Terms to exploit the Website or the Chatbot to compete with Ready's business or for any self-serving commercial purpose, other than evaluating Ready as a potential consultant or service provider to your business.

From time to time, we may restrict access to some parts of the Website, or the entire Website, to users. Ready makes no guarantees regarding uptime, availability, or access to the Website. You use the Website at your own risk and the Website is at all times provided "as is."

We may block, limit or terminate your access to the Website for any reason, including if: (i) you violate these Terms; (ii) you violate any applicable law, rule, or regulation relating to your use of the Website; (iii) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory or otherwise harmful to us or others; or (iv) you breach any other agreement with us or any other person.

3. Restrictions on Use of the Website (Including Chatbot)

You may use the Website only for lawful purposes and in accordance with these Terms.

You agree not to use the Website or the Chatbot: (i) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries); (ii) for the purpose of exploiting, harming, or attempting to exploit or harm any person (including Ready) in any way by exposing them to inappropriate or unlawful content or otherwise; (iii) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards contained in these Terms or published in connection with the Website; (iv) to transmit, or procure the display of, any illegal information or material; (v) to impersonate or attempt to impersonate Ready, a Ready employee, another user, or any other person or entity; or (vi) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Ready or users of the Website, or expose them to liability.

You agree not to: (i) use any robot, spider, bot, or other automatic device, process, or means to access the Website or the Chatbot for any purpose, including monitoring, scraping, or copying any of the material on the Website or in the Chatbot, or to run any application or program against the Chatbot for personal or self-serving commercial purpose; (ii) use any manual process to monitor or copy any of the material on the Website, to exploit a feature of the Website (such as the Chatbot) for a self-serving commercial purpose, or for any other purpose not expressly authorized in these Terms, without our prior written consent; (iii) introduce to the Website, Chatbot, or any Ready system any viruses, Trojan horses, worms, malware, ransomware, logic bombs, or other material that is malicious or technologically harmful; or (iv) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, any Ready accounts, the servers on which the Website is hosted or stored, or any server, computer, database connected to the Website or Chatbot, or any Ready code or software.

You are solely responsible for any liability associated with your use of the Website. You shall not, and are not authorized to, use the Website in any manner that violates any person's rights or any applicable law. You will indemnify, defend, and hold harmless Ready, its employees, officers, affiliates, directors, licensors, and service providers, in all manner and in all respects against any and all claims or costs associated with your use of the Website.

4. Eligibility

The Website is offered and available to users who are 18 years of age or older. The Website is not directed toward children under 18 years of age. By accessing or using the Website, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. If you do not meet all of these requirements, you must not access or use the Website. Ready will not knowingly collect any personal information from or about children under the age of 18, and children under the age of 18 are not allowed to register with Ready. If you believe Ready has collected information from or about a child under the age of 18, please contact us at the "Contact Us" details below.

Those who choose to access the Website from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules, and regulations in their respective location in doing so.

5. Ready Intellectual Property

You acknowledge that, as between you and Ready, Ready owns all right, title, and interest, including all intellectual property rights, in and to the Website, including Chatbot (other than your Content, defined below), and, with respect to third-party data, code, or information, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the third-party data, trademarks, images, and related designs. For the avoidance of doubt, as between you and Ready, Ready owns all code, structure, algorithms, models, underlying data sets, outputs of data analytics, and outputs of models associated with or used by Ready in connection with the Chatbot.

Ready's names and logos and all related product and service names, design marks and slogans, including READY, are the trademarks or service marks of Ready. All rights are reserved. You are not authorized to use any Ready name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of Ready. All other trademarks, trade dress, images, photographs, and other works appearing in connection with the Website is the property of their respective owners.

The entire contents and design of the Website, including Chatbot, are protected by U.S. and international copyright law and may be further protected by U.S. and international patent laws. All rights regarding the Website and materials contained on the Website, including any and all technology, code, or design related to the Website, are either owned by Ready, are licensed to it, or are used with permission. Ready and its licensors, vendors or other service providers retain and reserve all intellectual property and proprietary rights in and to the Website.

The Website is only for your personal and informational use. All users of the Website is expected to obey all copyright restrictions. Copying or storing of any content without the prior written permission from Ready or the intellectual property holder is prohibited. Please use the contact information below if you desire such permission or need more information.

6. Your Content

The Website allow users to upload text or content to various features of the Website, such as the Chatbot or Contact Us features (“Content”). In submitting the Content to the Website (including the Chatbot), you grant Ready and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns, a non-exclusive, sublicensable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, and/or download Content, and post or forward Content to others, for the purposes of providing you the Website, for improving our Website and services, including our Chatbot, and for any other lawful commercial purpose.

You also acknowledge and agree that Ready does not control any user’s acts or omissions or Content submissions. We do disclaim all warranties and liabilities for Content. We are not responsible for, and disclaim all liability, for any action taken by any third party with respect to your Content.

You represent and warrant that you own or control all rights in and to the Content and have the right to grant the license granted above and that all of your Content does and will comply with all applicable laws, rules, and regulations, and these Terms.

You also represent and warrant that you have obtained all applicable consents and permissions needed to provide Ready with any Content provided or transmitted by you, and that you have a lawful basis for providing such information to Ready, in connection with your use of the Website. Notwithstanding anything herein to the contrary, you shall not submit any personal information, as defined under applicable law, to the Chatbot. You agree to cooperate with Ready and take such action as reasonably requested by Ready with respect to any information provided by you to Ready.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CHATBOT THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE. THE UPLOAD OR SUBMISSION TO THE CHATBOT OF ANY CONTENT THAT VIOLATES, OR IS ALLEGED TO VIOLATE, THE INTELLECTUAL OR PROPRIETARY RIGHTS OF ANY THIRD PARTY IS A MATERIAL VIOLATION OF THESE TERMS.

You understand and acknowledge that you have full responsibility for your Content, including its legality, reliability, accuracy, and appropriateness. Ready is not responsible or liable to any third party for the content or accuracy of any Content posted by you or any other user of the Website.

Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that it emanates from or is endorsed by Ready or any other person or entity, if this is not the case.
- Criticize Ready, the Website, or any Ready operational partner.

Ready makes disclaims all representations or warranties regarding the retention or backup of any Content. You are solely responsible for the backup and any copies of any Content.

7. Third-Party Sites and Links

Ready makes reasonable efforts to determine that other websites owned or operated by third parties accessible via the Website (collectively, “Third-Party Websites”) are active and appropriate at the time the links to such Third-Party Websites are placed in the Website. Ready has no control over, and assumes no liability for, the continued existence of, or the material available on, any Third-Party Website. Should you discover that any link in the Website references a Third-Party Website that is no longer active or that contains inappropriate or irrelevant information, please notify us by sending an e-mail message to the address listed below. Links from the Website to Third-Party Websites do not constitute or imply an endorsement, sponsorship, or recommendation by Ready or any of its subsidiaries or affiliates of the third party, the Third-Party Website, or the resources, information, or content contained therein. Ready does not endorse or warrant, and is not responsible or liable for, any such Third-Party Website or the content thereon. Please review the applicable third party’s terms and conditions and privacy policy when interacting with or using any Third-Party Website.

8. Indemnification

You agree to defend, indemnify and hold harmless Ready and its affiliates, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages, and costs, including reasonable attorneys’ fees, resulting from your breach or violation of any representations, warranties, covenants, obligations or other provisions set forth in these Terms, your use of the Website, the failure to fulfill any obligations relating to your use of the Website, or your violation of applicable laws, rules, or regulations.

We reserve the right, but not the obligation, to take over the exclusive defense and control of any claim for which we are entitled to indemnification under these Terms. In such event, you hereby agree to cooperate and help us in asserting any defenses to such claims.

9. Limitation of Warranties and Disclaimer

THE WEBSITE MAY CONTAIN TECHNICAL ERRORS, TYPOGRAPHICAL MISTAKES, OR OTHER INACCURACIES. UNLESS OTHERWISE EXPRESSED, THE WEBSITE IS PROVIDED "AS-IS," WITHOUT ANY WARRANTY AND READY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY THAT THE WEBSITE IS ACCURATE, ADEQUATE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Furthermore, you understand and agree that: (a) any content obtained through the use of the Website is obtained at your own discretion and risk, and that you are solely responsible for any damage to your business, computer, devices, or any property for any loss (including of data) that may result from the access or use of such content; (b) no information or advice, whether expressed, implied, oral or written, obtained by you from Ready or its affiliates (and each of their agents or representatives) or through the Website we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms; and (c) Ready disclaims all warranties whatsoever, whether express or implied, related to any information produced by the Chatbot.

10. Limitation of Liability

IN NO EVENT WILL READY OR ITS AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (v) COST OF REPLACEMENT GOODS OR SERVICES; OR (vi) DAMAGE OR INJURY TO PERSON OR PROPERTY, IN EACH CASE REGARDLESS OF WHETHER READY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL READY'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE WEBSITE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED ONE-HUNDRED DOLLARS (\$100).

11. Governing Law

These Terms shall be construed and governed in accordance with the laws of the State of Iowa, without giving effect to any choice or any conflicts of law provisions or rules. Any action relating to these Terms

shall be brought in the federal or state courts located in the City of Des Moines, State of Iowa. You hereby agree to personal jurisdiction and submit to venue by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

12. Termination of Use

You agree that we may, at our sole discretion, limit, suspend, or terminate your access to all or part of the Website without notice and cause. Any suspected illegal, fraudulent, or abusive activity is also grounds for terminating your relationship, and such activity (including your personal information) may be referred to appropriate law enforcement authorities.

Upon suspension or termination of these Terms, your right to access or use the Website will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account information, in accordance with these Terms.

13. Miscellaneous

These Terms and the Privacy Policy constitute the sole and entire agreement between you and Ready regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the Website.

In addition to these Terms, you may enter into other agreements with us that will govern your use of the Website. If there is any contradiction or conflict between these Terms and another agreement you enter into with us applicable to the Website, the other agreement shall take precedence in relation to the specific aspects of the Website governed by such agreement.

If any part, term, or provision of these Terms is held to be illegal, in conflict with any law, or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected, and the rights and obligations of the parties shall be construed and enforced as if these Terms did not contain the particular part, term, or provision held to be illegal or invalid.

The provisions of these Terms shall survive any expiration or termination of these Terms or completion of any services hereunder to the extent necessary or appropriate to carry out the intent of such provisions.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent.

The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

14. Contact Us

If you have questions regarding these Terms or the Website, please contact us at:

Ready Management Solutions

Phone: (515) 388-2800

Email: info@readyms.com

15. Copyright Policy

Ready takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Service infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Service, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Brad Kliegl
Solar Informatics
1203 260th Ave
515-388-2800
brad.kliegl@readyms.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Service is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

If you believe that material you posted on the Website was removed, or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "Counter Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Service may be found) and that you will accept service from the person (or an agent of that person) who provided the Service with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Service was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.