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May 13, 2016

*Via Email to [lauleo84@gmail.com](mailto:lauleo84@gmail.com)  
Ms. Lauren Leonardo*

**Re: Website User Agreement and Disclaimer**

Dear Lauren:

I have reviewed the draft Template Website Disclaimer and concluded that most of it would not provide you with the enforceable provisions you need to protect you from the claims and demands of users of the website. Therefore, I have substantially re-written the Website User Agreement and Disclaimer, so it is for more in keeping with the format enforceable contracts should have, yet without it becoming too confusing or burdensome.

I have tried to strengthen each component of the Website User Agreement and Disclaimer; in part, so it is very clear that you are not responsible for how the user may choose to interpret and use any information on the sight and agree to indemnify you from any and all claims relating to the use of the website.

On a practical note, those terms should be placed where they can be easily found by a user, and you may wish to even prevent access to your website until and unless a user first "accepts" the terms of the Agreement.

Please review this revised document and advise me of your thoughts and comments in this regard. I hope the revisions are useful to you. Please contact me with any questions in this regard.

Very truly yours,



Dante J. Giammarco

DJG/lmn  
Enclosure

cc: Michael Leonardo via email to [michael.g.leonardo@ampf.com](mailto:michael.g.leonardo@ampf.com)

## WEBSITE AGREEMENT AND DISCLAIMER

**Attribution.** Portions of this Website User Agreement and Disclaimer were created using a Contractology template available at <http://www.frunctlaw.com>.

**About this Site.** Lauren Leonardo d/b/a Aquinas Education and Consulting (“Consultant”) provides this internet based website to consumers on a complimentary basis. The information set forth in this website should not take the place of a personal consultation with the Consultant.

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1. Do not post or transmit any unlawful, threatening, abusive, libelous, defamatory, racist, obscene, vulgar, pornographic, profane or indecent information. This includes, without limitation, any transmissions that are or that encourage illegal conduct. This ban includes anything that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
2. Never post or transmit comments containing harassing or offensive language, using sexual nicknames, racial slurs or rude or deliberately offensive comments.

3. Do not engage in disruptive activity online, including excessive use of scripts, sound waves or scrolling (repeating the same message over and over).
4. Do not post or transmit any information, software or other material that violates or infringes the rights of others. This prohibition includes material that constitutes an invasion of privacy or publicity rights permission from the owner.
5. Never post or transmit any information, software or other material that contains a virus, worm, Trojan horse or other code that has contaminating or destructive properties.
6. Do not post any information, software or other material for commercial purposes.
7. Do not solicit other users to join or contribute money to any online service or other organization, or advocate or attempt to persuade users to join in legal or illegal schemes.
8. Never pretend to be any other person or entity. Site users also may not falsely represent their professional or other affiliation with any person or entity.
9. Do not use the Service to collect personally identifiable information in violation of the policies contained in the Aquinas Education Coaching and Consulting Information.

**Minors and the Children's Online Privacy Protection Act.** Except as expressly stated upon initial access to a specific AECC application or website, or section of such application or site, the Service does not direct content to Minors and does not intend to collect personal information from Minors and therefore are not subject to the Children's Online Privacy Protection Act.

If you allow your minor child, or a child for whom you are legal guardian (a "Minor"), to access and use the Service, you agree that you will be solely responsible for: (i) the online conduct of such Minor; (ii) monitoring such Minor's access to and use of the Service; and (iii) the consequences of any use.

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As a user, you have been granted a limited license to view and use the website subject to the provisions of the Agreement.

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