

1. Definitions

- **“Agreement”** means these Terms of Service.
- **“Confidential Information”** includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party.
- **“Data”** means any data inputted by you or with your authority into the Website.
- **“Intellectual Property Right”** means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- **“Service”** has the meaning set forth in the Terms below.
- **“Website”** means the Internet site at the domain echoanalyticsgroup.com or www.echoanalyticsgroup.com or any other site operated by Echo Analytics Group.
- **“Echo Analytics Group”** means Echo Analytics Group LLC. and all current and future global subsidiaries of Echo Analytics Group LLC. Echo Analytics Group Courses is included under these Terms of Service.
- **“Invited User”** means any person or entity, other than the Subscriber, that uses the Service with the authorization of the Subscriber from time to time.
- **“Subscriber”** means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.
- **“Student”** means any person who enrolls in a course offered and delivered by Echo Analytics Group.
- **“You”** means the Subscriber, and where the context permits, an Invited User. “Your” has a corresponding meaning.

2. Overview

- Welcome to Echo Analytics Group’s Echo Academy, an in-person and online education, training, and professional development institution designed especially for research, security and intelligence professionals. These Terms of Service are intended to explain our obligations as a service provider and your obligations as a customer and/or student. Please read them carefully.

These Terms are binding on any use of the Service and apply to You from the time that Echo Analytics Group provides you with access to the Services.

The Services will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Service. Echo Analytics Group reserves the right to change these terms at any time, effective upon the posting of modified terms.

It is likely the Terms of Service will change over time. It is your obligation to ensure that you have read, understood and agree to the most recent terms available on the Website.

By registering to use the Services, you acknowledge that you have read and understood these Terms and have the authority to act on behalf of any person for whom you are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Services.

These Terms of Service govern your access to and use of the Echo Analytics Group Courses website (the "Site"), any information, text, graphics, or other materials appearing on the Site (the "Content"), and any services provided through the Site (the "Services"). Your access to and use of the Site, Content, or Services are expressly conditioned on your compliance with these Terms of Service. By accessing or using the Site, Content, or Services, you agree to be bound by these Terms of Service. If you have entered into another agreement with Echo Analytics Group LLC. governing your use of the Site, Content, or Services, that agreement will take precedence over these Terms of Service where conflicts between the two exist.

These Terms were last updated on September 16th, 2021.

3. Use of software

- Subject to these Terms and our policies, Echo Analytics Group grants a personal license to use the Services. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. It is intended for your personal, non-commercial use and is intended for informational and educational purposes only. Unless indicated as being in the public domain, the content on the Site is protected by United States and foreign copyright laws. Unless otherwise expressly stated on the Site, the texts, video, images and other instructional materials provided with the courses offered on this Site are for your personal use in connection with those courses only.

4. Accreditation

- Echo Analytics Group Tax, Inc. has entered into an agreement with the Internal Revenue Service, to meet the requirements of 31 Code of Federal Regulations, section 10.6(g), covering maintenance of attendance records, retention of program outlines, qualifications of instructors, and length of class hours. This agreement does not constitute an endorsement by the Internal Revenue Service as to the quality of the program or its contribution to the professional competence of the enrolled individual.
- While Echo Analytics Group's Echo Academy is not accredited at this time, please be assured that our OSINT training is recognized and highly regarded by top private and public sector employers. Additionally, Echo Academy is moving forward with initiating the process and satisfying the standards for national accreditation. However, until accreditation is granted, our courses and certificates are:
 - Not eligible for FAFSA or any other type of federal aid
 - Not eligible for transfer credit at an accredited college or university; though this may be at the discretion of the transfer institution

5. Your Obligations

- **Access Conditions:** You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Echo Analytics Group of

any unauthorized use of your passwords, or any other breach of security and Echo Analytics Group will reset your password, and you must take all other actions that Echo Analytics Group reasonably deems necessary to maintain or enhance the security of Echo Analytics Group's computing systems and networks and Your access to the Services. As a condition of these Terms, when accessing and using the Services, You must:

- Not attempt to undermine the security or integrity of Echo Analytics Group's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- Not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- Not attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access or to the computer system on which the Services are hosted;
- Not transmit, or input into the Website, any:
 - Files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use).
- **Communication Conditions:** As a condition of these Terms, if you use any communication tools available through the Website (such as any forum, chat room, or message center), you agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).
- **Communication Conditions:** When you make any communication on the Website, you represent that you are permitted to make such communication. Echo Analytics Group is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, you must exercise caution when using the communication tools available on the Website. However, Echo Analytics Group does reserve the right to remove any communication at any time in its sole discretion.
- **Indemnity:** You indemnify Echo Analytics Group against: All claims, costs, damage and loss arising from your breach of any of these Terms or any obligation you may have to Echo Analytics Group, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by you.

6. Privacy

- Echo Analytics Group maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read the privacy policy and You will be taken to have accepted that policy when You accept these Terms.

7. Intellectual property

- **General:** Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Echo Analytics Group (or its licensors). All intellectual property found herein, including, without limitation, trademarks, service marks, logos and copyrighted material are the property of Echo Analytics Group or of its sponsoring organizations. You are not granted any license or other right to use such intellectual property without prior written consent, which may be requested by via email at support@EchoAnalyticsGrouptax.com. In the event that you believe there is copyrighted material owned by you or someone you represent is being infringed upon by the Service, please notify us by submitting an email to info@echoanalyticsgroup.com.
- **Third-party applications and your Data:** If You enable third-party applications for use in conjunction with the Services, You acknowledge that Echo Analytics Group may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. Echo Analytics Group shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third party application providers.

8. Warranties & Acknowledgements

- The provision of, access to, and use of, the Services is on an “as is ” basis and at your own risk.
- Echo Analytics Group does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Echo Analytics Group is not in any way responsible for any such interference or prevention of your access or use of the Services.
- Echo Analytics Group is not your tax professional and use of the Services does not constitute the receipt of tax or legal advice.

9. Limitation of liability

- To the maximum extent permitted by law, Echo Analytics Group excludes all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.
- If you suffer loss or damage as a result of Echo Analytics Group’s negligence or failure to comply with these Terms, any claim by you against Echo Analytics Group arising from Echo Analytics Group’s negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by you in the previous 12 months.
- If you are not satisfied with the Service, your sole and exclusive remedy is to terminate these Terms in accordance with the terms and conditions contained herein.

10. Student Terms of Service

- As a Student, you represent, warrant and covenant that:
 - You are over the age of 18, or, if not, You will only use the Services with the involvement, supervision, and approval of a parent or legal guardian. Children under the age of 13 may not register for an account or register or purchase courses.
 - You will not upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through the Services.
 - You will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information.
 - You will not copy, modify, reverse engineer, reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from, deface, tarnish, mutilate, hack, interfere with, or otherwise use and exploit any Company Content, the Services or Courses or Submitted Content except as permitted by these Terms or the relevant Instructor as applicable.
 - You will not frame or embed the Services to circumvent the Services.
 - You will not impersonate another person or gain unauthorized access to another person's Account.
 - You will not introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the Services.
 - You will not disclose any personal information to an Instructor, and otherwise will assume responsibility for controlling how Your personal information is disclosed or used, including, without limitation, taking appropriate steps to protect such information.
 - You will not solicit personal information from any Instructor or other Student
 - Students understand and agree that Instructors from whom Students may have purchased (or enrolled in) Course(s) may choose to terminate their Accounts with Echo Analytics Group Courses Service and become inactive. Echo Analytics Group does not guarantee Instructor availability to Students and shall not be held liable for any issues relating to Instructor availability.
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11. Instructor Terms of Service

These Instructor Terms & Conditions were last updated September 16, 2021.

- If you are an Instructor, these Instructor Terms & Conditions (the “Instructor Terms”) contain the terms and conditions of Your participation as an Instructor via Echo Analytics Group’s Services. This is a binding agreement between you and Echo Analytics Group and is incorporated by reference into Echo Analytics Group’s Terms of Service (“Terms of Service”).
- Any version of these Instructor Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.
- **Agreement:** As an Instructor, you are contracting directly with Echo Analytics Group. Additionally, although we may utilize other Echo Analytics Group subsidiaries to facilitate Your payments, your contract remains between you and Echo Analytics Group.
- **Your Relationship with Students:** Instructors do not have a direct contractual relationship with Students. The only information you will receive about Students is what is provided to you through the Services (“Student Related Data”). You understand and agree that you will indemnify Echo Analytics Group for any issues arising out of your use of any Student Related Data.
- **Obligations:** As an Instructor, you represent, warrant, and covenant that:
 - You will complete and agree to the terms of the “WORK-FOR-HIRE AGREEMENT TO AUTHOR EDUCATIONAL PROGRAMS” provided by the Echo Analytics Group Education Team.
 - You will be responsible for all of your submitted content. You further agree that you own or have the necessary licenses, rights, consents, and permissions, and the authority to authorize Echo Analytics Group, to reproduce, distribute, publicly perform (including by means of a digital audio transmission), publicly display, communicate to the public, promote, market and otherwise use and exploit any of your submitted content on and through the services in the manner contemplated by these Instructor Terms;
 - No submitted content shall infringe or misappropriate any intellectual property right of a third party;
 - You have the required qualifications, credentials and expertise, including without limitation, education, training, knowledge, and skill sets, to teach and offer the services you offer on your course and through the services;
 - You will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
 - You will not upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through the services or to any user;

- You will not use the services for any business other than for providing tutoring, teaching and instructional services to students;
 - You will not engage in any activity that will require Echo Analytics Group to obtain any licenses from or pay any royalties to any third party, including, by way of example and not limitation, the payment of royalties for the public performance of any musical works or sound recordings;
 - You will not copy, modify, distribute, reverse engineer, deface, tarnish, mutilate, hack, or interfere with company content and/or the services or operations thereof, except as permitted in these Instructor Terms;
 - You will not frame or embed the Services in a manner to embed a free coupon version of your course or other similar functionality intended to circumvent the services;
 - You will not frame or embed the Services in a manner to embed a free coupon version of your course or other similar functionality intended to circumvent the services;
 - You will not impersonate another person or gain unauthorized access to another person's Account;
 - Your use of the services are subject to Echo Analytics Group's approval, which we may grant or deny in our sole discretion;
 - You will not introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the services;
 - You will not interfere with or otherwise prevent other Instructors from providing their services or courses;
 - You will maintain accurate account information;
 - You shall respond promptly to students and ensure a quality of service commensurate with the standards of your industry and instruction services in general;
- **License to Echo Analytics Group Courses:** You hereby grant Echo Analytics Group a non-exclusive right and license to reproduce, distribute, publicly perform, offer, market and otherwise use and exploit the Submitted Content through the Services, and sublicense it to Users for these purposes directly or through third parties. For more information on how we may use Submitted Content please visit Our Privacy Policy. You hereby agree that We may record all or any part of any Courses (including voice chat communications) for quality control and delivering, marketing, promoting, demonstrating or operating the Services. You hereby grant Echo Analytics Group permission to use Your name, likeness, image or voice in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, Courses, Company Content and Submitted Content and waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection therewith, to the extent permissible under applicable law.

- **Trust & Safety:** By agreeing to these Instructor Terms, You also agree to abide by the Trust & Safety policies found here and more specifically, the list of restricted topics found here. Please check both periodically as there will be minor changes made to the policies and restricted list from time to time. Echo Analytics Group reserves the right to remove Courses and Instructors at its sole discretion, as described in Our Terms of Service.
- **Modifications to These Instructor Terms:** From time to time, We may update these Instructor Terms to clarify our practices or to reflect new or different practices, such as when we add new features, and Echo Analytics Group reserves the right to modify and/or make changes to these Instructor Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice on Our Services. Other modifications will become effective on the day they are posted unless stated otherwise. If you continue to use the services, after the effective date of any change, then such access and/or use will be deemed an acceptance of and an agreement to follow and be bound by the Instructor Terms as changed. The revised Instructor Terms supersedes all previous Instructor Terms.

12. Administrative Policies

- **Record Retention Policy:** Echo Analytics Group has the policy to retain detailed electronic records of development, delivery and participation data pertaining to all CPE offerings, for six years. These detailed records will include, but are not limited to, the following details:
 - **Course Offerings:** Program ID, description, date, time, and location of delivery, method of delivery, completion hours
 - **Participants:** Results of program evaluations, status of completion, certificates
 - **Course Author/Developer/Instructor:** Name, bio, credentials, license number, status of license
 - **Course Reviewer:** Name, credentials, license number (where applicable)
- **Cancellation of Classes due to Low Enrollment:** Echo Analytics Group may cancel a course when enrollment is less than the prescribed minimum number of students. Echo Academy has established an enrollment of three (3) students as its prescribed minimum. Echo Academy will:
 - Notify the student of the cancellation within ten business days of the start of class.
 - Work with the affected student to ensure that they find acceptable alternatives.
 - Discharge all refunds when applicable.
- **Refund and Cancellation Policy:**
 - If no fee is charged for attending your programs, state such as your administrative policy. If you have no refund policy because your programs are offered internally for employees only, please note that programs are for an internal audience in the space provided. If your refund policy can be viewed online, provide a URL link where the policy can be viewed. CPE Standards Reference: Standard No. 12
 - You may cancel any course as long as we receive course cancellation notice greater than 10 days prior to the course. You will receive a full refund of that course less a \$50.00

processing fee. You may cancel any course 3 to 10 days prior to the course being scheduled and you will receive a 50% refund of that course.

- If you cancel a course three (3) days prior of the course being offered, you will be required to pay for the entire tuition.
- We are not responsible for fees incurred related to the cancellation of travel expenses (airline reservations, rental car reservations, hotel reservations, etc.).
- If training material has been sent to Live Webcast course attendee, the course can't be canceled. If you are unable to attend a Live Webcast course, we will provide you with a recorded version of the course.
- On Demand courses may not be cancelled at any time.

- **Complaint Resolution Policy:**

- Echo Analytics Group and Echo Academy will make every effort to resolve complaints regarding NASBA compliance within a reasonable amount of time and in a confidential manner. A formal complaint must be submitted in writing and must provide a statement of the facts and the specific remedy sought. Please submit concerns to the attention of Echo Analytics Group's Academy Director:
 - **Echo Academy**
 - **traininginfo@echoanalyticsgroup.com**

- **Course Update Policy:**

- Echo Analytics Group's Echo Academy is committed to providing high quality, relevant, and timely continuing education learning content. All courses include the most recent date of publication and are audited and revised as soon as feasible following changes to relative codes, laws, rulings, decisions, interpretations, etc. to ensure integrity, accuracy and quality of learning content. All courses offered in subjects that undergo frequent changes are reviewed by an individual with subject matter expertise at least one a year. Other courses that do not undergo frequent changes are reviewed at a minimum of every two years. For our group internet based programs, our revision or review date is the date of the event.

- **Complaint Resolution Policy:**

- The complaint resolution policy should contain specific contact information such as a contact person's name, email address and/or phone number. A suggested example is: "For more information regarding administrative policies such as complaints, please contact Jane Doe at xxx-xxx-xxxx." CPE Standards Reference: Standard No. 12

- **Purpose:**

- To promote prompt resolution of perceived wrongs or injustices that may arise between students and faculty or staff members.
- To promote prompt resolution of grievances, whether academic or nonacademic in nature.
- To assure the right of privacy of all parties are maintained.

- To develop a higher sense of community among all persons at Echo Academy.
- **Informal Complaint Resolution Process:**
 - Occasions may arise in which a student feels that he or she has a legitimate basis for complaint. It is the policy of the Echo Academy to promptly resolve these complaints. Those involved should initially attempt to resolve the matter informally and without the need to establish a record. The informal process for resolution of a complaint is as follows:
 - When a student feels that he or she has a complaint, it should be taken by the student directly to the other party (or parties) involved.
 - If the student and the other party are unable to resolve the matter or if for any reason the student does not feel at ease in going to the other party, he or she should contact the Course Instructor for assistance. If the student would rather not discuss the matter with the Course Instructor, he or she may choose to go to Academy's Director or Associate Director
- **Formal Complaint Resolution Process:**
 - Students have the right to submit a formal written complaint for any grievance. Students should submit the complaint to the attention of the Course Instructor by email at traininginfo@echoanalyticsgroup.com.
 - The Course Instructor will determine the appropriate person at Echo Academy to handle the problem and forward the complaint to that person. All written student complaints, with their resolutions, will be documented and the records maintained by the Academy Director or designee.
- **Sex Discrimination or Equal Opportunity:** Complaints involving sex discrimination or equal opportunity can be resolved by using the procedures outlined above. However, if the student is not at ease with these procedures or feels them to be ineffective, he or she may seek the aid of the President of Echo Analytics Group or a designated representative. This individual has the added responsibility of ensuring compliance with all federal laws regarding equal opportunity.
- **Program Content Standards:** Echo Analytics Group takes great care to ensure program content and program level is appropriate for intended participants. The knowledge level of each course is clearly outlined so any participant can determine if the program is appropriate for their own education and development needs. The specified knowledge levels consist of basic, intermediate, advanced, overview, and update.

All programs clearly identify the prerequisite education, experience, and/or advance preparation required, if any, in precise and clear language so any participant can easily determine whether they qualify for a program. A course knowledge level of intermediate, advanced or update inherently has an experience or education prerequisite, which is outlined in the program descriptive materials.

Echo Analytics Group is focused on providing high-quality, relevant, and timely training, professional development and continuing education learning content. All course programs include the most recent date of publication and are audited and revised as soon as feasible following changes to relative codes, laws, rulings, decisions, interpretations, etc. to ensure integrity, accuracy, and quality of learning content. All courses offered in subjects that undergo frequent changes are reviewed by an individual with subject matter expertise, at least once a year. Other courses that do

not undergo frequent changes are reviewed at a minimum of every two years. The revision or review date for Group Internet Based programs is the date of the event.

Echo Analytics Group is committed to offering convenient, intuitive and enjoyable learning experiences for all program participants. To ensure these goals are met, we partner with instructors and course developers who are considered thought leaders and Subject Matter Experts (SMEs) of tax and accounting practices. All courses are developed and revised by individuals having expertise in respective subject matters. This expertise is gained through a combination of practical experience and education.

In order to provide an optimal learning experience for all participants, Echo Analytics Group has invested in a dynamic, modern, and flexible software platform to host intuitive and engaging Self Study courses. Courses are infused with audio and video content to help keep the attention of our learners. We continue to review and adapt course delivery systems in accordance with the learning experience and requirements of our accrediting body.

- **Content Development Standards:** All courses must contain the most recent publication, revision or review date. Courses must be revised as soon as feasible following changes to relative codes, laws, rulings, decisions, interpretations, etc. Courses in subjects that undergo frequent changes must be reviewed by an individual with subject matter expertise at least once a year. Other courses must be reviewed at least every two years. For group live and group internet based programs, the revision or review date is the date of the event. CPE Standards Reference: Standard No. 4
- **Content Learning Objectives and Outcomes:** Echo Analytics Group courses are designed for people with a beginner knowledge of critical thinking and analysis. However, even people who consider themselves to be expert analysts have informed us they have gained skills in our courses. Our courses are based on progressive learning, meaning that once a concept is taught, it is assumed the student has obtained that skill set. If the student needs to review a particular skill set in order to complete a task in later modules, it is incumbent upon them to go back and review the course material. The words Beginning, Intermediate or Advanced in the course title determine what skill level the participant needs to have. Echo Academy offers one on one counseling and short questionnaires that are available to participants to determine their skill level
- **Group Internet (Webinar) Monitoring Mechanism & Continuing Education Hours:** Group Internet programs may be administered via Microsoft Teams, Zoom, or a web-conferencing software platform that allows our Presenter to speak and share their screen with participants. For each credit hour of instruction we offer at least three poll questions at random increments, throughout the instruction. This allows us to monitor whether the participants have been active for the duration of the presentation.

GoToWebinar also provides reports, which we review to ensure attendees have been active for at least 50 minutes of the program AND have answered at least 3 of the poll questions per 1 CPE hour being offered. If an attendee does not meet these minimum requirements, then they will not be issued a certificate of completion.

- **Self-Study Qualified Assessment Grading Policy & Continuing Education Credits:** Participants seeking CPE hours for course completion are required to complete the final assessment with a minimum passing score of at least 70 percent. Participants may retake the final assessment as many times as needed, but reinforcement feedback will not be given for the answers a participant selects on the final assessment. After a participant has completed the final assessment, they will be

given their score as a percentage. If one receives 70% or greater, this will be indicated, and they will be directed back to complete the course and offer an evaluation. If one receives less than less than 70%, this will be indicated, and they will be directed back where they can retake the final assessment.

Self-Study courses also include other “Check Point” review questions that will help reinforce the learning material. Participants are required to complete a review question at the end of each section of content. In order to receive CPE credit, this course must be completed within one year of the date of enrollment. A certificate of completion will be sent within 24 hours, upon successful completion of the course.

13. Help desk

- **Technical Problems:** In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting Echo Analytics Group. If you still need technical help, please check the support provided online by Echo Analytics Group on the Website or email us at info@echoanalyticsgroup.com.
- **Service availability:** While Echo Analytics Group intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place. If for any reason Echo Analytics Group has to interrupt the Services for longer periods than Echo Analytics Group would normally expect, Echo Analytics Group will use reasonable endeavors to publish in advance details of such activity on the Website.

14. General

- **Entire agreement:** These Terms, together with the Echo Analytics Group Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Service supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Echo Analytics Group relating to the Services and the other matters dealt with in these Terms.
- **Waiver:** If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.
- **Delays:** Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.
- **No Assignment:** You may not assign or transfer any rights to any other person without Echo Analytics Group’s prior written consent.
- **Governing Law and Jurisdiction:** You agree that the laws of the State of Florida govern this Agreement and You submit to the exclusive jurisdiction of the state courts of Salt Lake County, Utah or federal court for the District of Utah for all disputes arising out of or in connection with this Agreement.
- **Severability:** If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes

the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

- **Notices:** Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Echo Analytics Group must be sent to info@echoanalyticsgroup.com or to any other email address notified by email to You by Echo Analytics Group. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.
- **Rights of Third Parties:** A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.