eToolsHQ LLC Terms of Use Agreement

1. By using this software, on your own behalf or on behalf of your employer or principal or anyone else, you agree to be bound by the terms of this Agreement. If you do not agree to ALL of the terms contained herein, then you are not authorized to use and should not use eToolsHQ's software for any purpose.

2. You understand and agree that all illustrations and presentation materials contained in the software are the copyrighted proprietary intellectual property of eToolsHQ. You agree not to make any attempts to duplicate or reproduce such illustrations or materials for current or future use. The copyrights to all illustrations, tools, and other materials associated with the software belong exclusively to eToolsHQ LLC. eToolsHQ LLC reserves all rights and eToolsHQ LLC licenses the use of this software only in accordance with the terms of this Agreement.

3. You agree not to share your login or password information with anyone other than employees who are using the software on your behalf. eToolsHQ LLC reserves the right to terminate use of the software for any user who provides his or her login/password information to a third party who is not employed by the user. You understand agree that you have been provided a single user license for your exclusive business or personal use only and you also understand that eToolsHQ may track IP addresses that are using the software in order to detect and prevent unauthorized use of the software.

4. By using this software, you agree and understand that neither eToolsHQ LLC nor its agents will be liable for any loss arising out of the use of this software including, but not limited to, any special, incidental or consequential loss. You agree and understand that you are using this software at your own risk. This software is provided "as is" and any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall eToolsHQ, or its employees, officers, or agents, be liable for any direct, indirect, incidental, consequential, special, or any other type of damages, including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption, however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

5. This use of this software is licensed on an annually renewable basis and eToolsHQ LLC reserves the right to change its subscription fees in the future. Neither eToolsHQ LLC nor its agents provide any guarantee that this software will be made available after any year for which the subscription fee has been paid.

6. You agree and acknowledge that eToolsHQ LLC has no obligation to retain any data that you input into the software or to retain any illustrations that you run using the software. It is your responsibility as a user of the software to download and save copies of any illustrations or output that you desire to retain for future reference.

7. You understand and agree that the software user fee is non-refundable. You also understand that there may be short periods of time in which the software is unavailable due to unanticipated technical difficulties, bad weather, loss of power, or other issues beyond the control of eToolsHQ LLC. You understand and agree that no refund will be available due to a lack of your use of the software, a change in the industry that impacts the software's value or usefulness, or any other reason beyond the control of eToolsHQ LLC.

8. The contract arising out of this agreement is governed by the laws and courts of the United States of America.