

## **Accelerate Terms of Use Agreement and Liability Disclaimer**

The Accelerate program, its videos, documents, and other associated content (hereinafter inclusively referred to as “Accelerate”) has been produced by the Detroit Entrepreneurship Network. By participating in our program, you agree to this Terms of Use and Liability Disclaimer.

### **Liability Disclaimer**

You agree that your use of Accelerate is at your own risk and that Accelerate is only an informational and educational service being provided. You hereby release the Detroit Entrepreneurship Network, its members, officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from participation in Accelerate. You fully accept any and all risks, foreseeable or unforeseeable.

You also agree that we will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of our services or enrollment in the Program. We assume no responsibility for errors or omissions that may appear in any of the Program materials.

The information in Accelerate is for educational and informational purposes only and is not intended to provide a substitute for professional or legal advice. While we strive to provide the best support for your business, we make no representations, guarantees or warranties that the information in Accelerate is appropriate for you or will result in the success of your business. You accept liability for all expenses.

### **Copyright**

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Accelerate may contain references or links to materials from third-parties. Reference to any third-party products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **Results Disclaimer**

Your participation in this Program will not guarantee any business or marketing-related results and if you should experience any business-related issues you should seek advice from your financial advisor, accountant, attorney, or other business consulting professional as determined by your own judgment.

Because of the nature of Accelerate, the results experienced by each Participant may significantly vary. Although we are confident that the content in Accelerate will help your business, we can't make any promises to you and will not deliver any guaranteed outcomes as a result of following the recommendations set forth in Accelerate. The outcome and results you experience depend on your level of commitment to implement the strategies given. We have made no representations, warranties or guarantees verbally or in writing.

### **Severability Waiver**

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

### **Non-Disparagement**

You agree that neither you nor any of your associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing,

electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Detroit Entrepreneurship Network, or any of our programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

### **Modification**

The Detroit Entrepreneurship Network may modify the terms of this agreement at any time. All modifications shall be posted on our website and you will be notified.

### **Termination**

We are committed to providing all participants in Accelerate with a positive experience. By agreeing to participate in Accelerate, you understand and agree that we may, at our sole discretion, terminate this Agreement, and limit, suspend, or terminate your participation in the Program if you become disruptive to the Detroit Entrepreneurship Network, or other participants; fail to follow the Accelerate guidelines; are difficult to work with; impair the participation of the other participants in Accelerate; or upon violation of the terms as determined by us.

### **Indemnification**

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of the terms of this Agreement, or any use by you of the Program materials. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

### **Contact**

Any questions or concerns related to this Agreement should be sent to [thedenteam@gmail.com](mailto:thedenteam@gmail.com)