

Terms and Conditions for spgFix LLC Services

1. Introduction

By engaging the services of spgFix LLC, hereafter referred to as "the Company", you, hereafter referred to as "the Customer", agree to be bound by the following terms and conditions. These terms govern the provision of services, the use of data and information provided, and any other relevant aspect of our relationship.

2. Data and Information Sharing

- a) In the course of providing management consulting services, the Company may provide, collect, or share data and information pertinent to the Customer's needs.
 - b) While the Company makes every effort to ensure the accuracy and reliability of such data, the provision of any data or information is on an "as-is" and "as-available" basis.
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3. Customer's Risk

The Customer acknowledges and agrees that:

- a) Any decision made, or action taken based on the data or information provided by the Company is at the sole discretion and risk of the Customer.
 - b) The Customer bears full responsibility for validating, verifying, and confirming any data or information before acting upon it.
 - c) The Customer is solely responsible for any outcomes, consequences, losses, damages, or liabilities that may arise from the use of the data or information, regardless of the nature or origin of that data or information.
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4. No Liability

The Company:

- a) Does not warrant the accuracy, completeness, timeliness, or suitability of any data or information provided.
 - b) Expressly disclaims any liability for any direct, indirect, incidental, consequential, or special damages arising out of, or in any way connected with, the Customer's use of the data or information or with the delay or inability to use said data or information.
 - c) Is not responsible for any errors, omissions, or inaccuracies in the data or information, regardless of how caused, or for any decision made, or action taken, based on the data or information provided.
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5. Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Company and its employees, agents, and representatives from any and all claims, losses, damages, liabilities, and costs, including reasonable attorney's fees, arising out of or in connection with the Customer's use of the data or information provided by the Company.

6. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Washington State, U.S.A. Any disputes arising out of or in connection with these terms and conditions will be subject to the exclusive jurisdiction of the courts of Washington State, U.S.A.

7. Amendments

The Company reserves the right to amend these terms and conditions at any time. The Customer is expected to check this page periodically to be aware of any changes, as they are binding on the Customer.

By continuing to use the services of spgFix LLC, the Customer acknowledges and agrees to be bound by these terms and conditions.

Date: October 4, 2023

spgFix LLC

Office: 1-206-538-3653

Mailing Address: 2020 Maltby Rd., Suite 7400, Bothell, WA 98021

Email: info@spgFix.com

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