**e-Council Inc.com, Inc./e-Council Global**

**User Agreement and Terms and Conditions of Use**

*Introduction*

Welcome to **e-Council Inc.com, Inc.,** a service provider offering various products and services through online and other sales (e-commerce), both directly and through its affiliates and subsidiaries (collectively,“E-COUNCIL”).

By using E-COUNCIL (including its related sites, services and tools), you agree to these Terms and Conditions (“User Agreement” or “Agreement”) and to the related Privacy Policy for E-COUNCIL and the websites of our subsidiaries and affiliates. This Agreement is effective as of July 1, 2020 for current users and future users.

*Use of Site*

By using this site, you represent and warrant that you are at least 18 years old or are visiting the site under the supervision of a parent or guardian. Subject to the terms and conditions of this Agreement, we hereby grant you a limited, revocable, non-transferable and non-exclusive license to access and use the site and to display the site on your Internet browser for the sole purpose of shopping for products sold on the site and not for any other commercial use or use on behalf of any third party. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you. E-COUNCIL reserves the right to modify this User Agreement and the Privacy Policy at any time. You are responsible for checking the site from time to time to review any changes and you will be responsible to abide by any changes.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this site or any portion of it unless expressly permitted by us in writing. You may not make any commercial use of any of the information provided on the site or make any use of the site for the benefit of another business unless explicitly permitted by us in advance. We reserve the right to refuse service, terminate accounts, and/or cancel orders at our discretion, including, without limitation, if we believe that customer conduct violates applicable law or is harmful to our interests.

You shall not upload to, distribute, or otherwise publish through this site and its related sites any Content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

*Payments*

You may pay for various products and services over the Internet on our site. You can do so using a credit card or PayPal or any other method which we choose to offer on the site from time to time. E-COUNCIL does not handle or see your credit card payment information. Your credit card payment will be processed by a designated third-party which is subject to change from time-to-time without prior notice due to the fact that, in providing online payment platforms, E-COUNCIL selects well-known third-party payment processing and transaction service providers. However, E-COUNCIL cannot guarantee their service or security and you agree that E-COUNCIL will not be responsible for any lapses or liability arising solely from the payment processor’s actions.

*Shipping*

If applicable, shipping rates will be listed when you process your purchase and before you finalize the order. These shipping charges vary from time to time so please review carefully. Shipping fees are subject to change at any time at E-COUNCIL’s discretion and without prior notice.

*Prohibited Conduct*

While using E-COUNCIL sites, blogs, public forums, services and tools, you will not:

• Post content or items in an inappropriate category or areas on our sites
• Post comments about competing sites or information about competing products or companies
• Violate any laws, third-party rights or our policies
• Use our sites if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites or services
• Circumvent or manipulate our fee structure, the billing process, or fees owed to E-COUNCIL
• Post false, inaccurate, misleading, defamatory, or libelous content (including personal information)
• Solicit information from other users
• Infringe the intellectual property of E-COUNCIL or of any third-party
• Take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off the sites or using it for purposes unrelated to E-COUNCIL)
• Distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or other inappropriate content

• Distribute viruses or any other technologies that may harm E-COUNCIL, or the interests or property of E-COUNCIL users
• Copy, modify or distribute rights or content from the E-COUNCIL sites, service or tools or E-COUNCIL’s copyrights and trademarks; or
• Harvest or otherwise collect information about users, including email addresses, without their consent

*Electronic Communications*

When you use any E-COUNCIL service, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

*Privacy*

Your use of our sites is subject to our Privacy Policy. Please review the policy to learn more about what information we collect.

*Privacy Notice for Claims of Intellectual Property Violations Pursuant to Section 512(c) of Title 17 of the United States Code*

We take claims of intellectual property violations or copyright infringement related to content posted on our sites very seriously. If you have a good faith belief that someone on our site has committed a violation of United States Digital Millennium Copyright Act., that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights have been otherwise violated, you can provide E-COUNCIL’s designated agent with the following information:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed.
2. Identification or description of the copyrighted work or other intellectual property that you claim has been infringed including any registration numbers related to the work and a copy of the registration certificate with specimen identifying the work. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (e.g. trademark, trade secret or patent).
3. Identification or description of where the material that you claim is infringing is located on the E-COUNCIL site, with enough detail that we may find it on E-COUNCIL’s website.
4. Your address, telephone number, and email address.
5. A statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright or intellectual property owner, its agent, or the law.
6. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

E-COUNCIL’s agent designated to receive claims of copyright or other intellectual property infringement may be contacted as follows:

E-COUNCIL’s DMCA Agent

c/o E-Council Inc.com, Inc,

7050 West Palmetto Park Rd., #15-322

Boca Raton, FL 33433

E-COUNCIL has implemented a policy that provides for the limitation, suspension or termination of the accounts of users who repeatedly infringe copyrights or other intellectual property rights of E-COUNCIL and/or others.

*Abuse of E-COUNCIL*

E-COUNCIL and the E-COUNCIL user community work together to keep our sites and services working properly and the user community safe. Please report problems, offensive content, and policy violations to us. Without limiting other remedies, we may limit, suspend or terminate our service and user accounts, prohibit access to our sites and their content, and take technical and legal steps to keep users off the sites if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of our policies (for example, and without limitation, policies related to shill bidding, conducting off- E-COUNCIL transactions, feedback manipulation, circumventing temporary or permanent suspensions or users who we believe are harassing our employees or other users). Additionally, we may, in appropriate circumstances and at our discretion, suspend or terminate accounts of users who may be repeat infringers of intellectual property rights of third parties. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue E-COUNCIL sites or services. If you spot any posting or other user conduct that you feel is inappropriate or violates our terms and conditions, please notify us at founder@ecouncilglobal.com.

*Intellectual Property*

All text, graphics, button icons, images, audio clips, and software (collectively, "Content"), belongs exclusively to E-COUNCIL, its licensor, or its affiliates. The collection, arrangement, and assembly of all content on this site (the "Compilation") belongs exclusively to E-COUNCIL, its licensor or its affiliates. All software used on this site (the "Software") is the property of E-COUNCIL, its licensor or its affiliates. The Content, the Compilation and the Software are all protected by U.S. and international copyright laws. E-COUNCIL and other logos, slogans, trade names or trademarks that appear on the E-COUNCIL site or on E-COUNCIL branded products are registered trademarks, trademarks or service marks of E-COUNCIL, its licensor or its affiliates. The use of any of our trademarks or service marks, or confusingly similar imitations thereof, including but not limited to use on products or services, without our express written consent is strictly prohibited. You may not use our trademarks or service marks in connection with any product or service in any way that is likely to cause confusion. You may not use our trademarks or service marks in any manner that disparages or discredits us. You may not use any of our trademarks or service marks in meta tags without prior explicit consent. The brands and trademarks and designs on third party branded products are the property of the respective product producers. To the extent that images of their products that are sold on E-COUNCIL are reproduced on the site that is done solely to assist the consumer in purchasing the product and is not meant to represent any authority or affiliation with the producer of the product.

*Charges and Services*

We may choose to temporarily change the fees for our goods and services for promotional events, and such changes are effective when we post the temporary promotional event or new service on the sites. Unless otherwise stated, all prices are quoted in U.S. Dollars. You are responsible for paying all prices and applicable taxes associated with products that you purchase in a timely manner with a valid payment method. If your payment method fails, we may collect fees owed using other collection mechanisms. (This includes but is not limited to charging other payment methods on file with us, retaining collection agencies and legal counsel, etc.) If we are forced to take any legal actions for failure to make payment in whole or in part, the prevailing party in the action will be entitled to attorney’s fees and costs incurred including but not limited to any demand letters, pre-litigation legal services, lawsuits, arbitrations, mediations, and appeals.

*Posted Content*

When you post content to the sites in the form of images, reviews, comments or recommendations, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future

*Returns*

Due to the customized nature of E-Council’s services and products, no returns are permitted.

*Risk of Loss; Other Terms of Sale*

The risk of loss and title for items purchased by you pass to you upon our delivery of the items to the carrier. We do not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, we do not take title to the refunded item.

*Product Information*

The content contained in this site is not legal advice and should not be treated or construed as such. Users and visitors must not rely on the information on this website as an alternative or substitute to legal or other professional advice from your attorney or other professional legal services provider. If you have any specific questions about any legal matter, please consult with your attorney or other professional legal services provider.

*What Is the Policy for Visitors from the European Union?*

If you are visiting our U.S. website from the European Union or another territory that falls under General Data Protection Regulation (GDPR), please note that by browsing our site or by providing us with your information, you consent to our gathering of anonymous data that will be stored in accordance with GDPR privacy laws, regulations, and standards.

*Website Compliance with the Americans with Disabilities Act (ADA).*

E-COUNCIL aims to provide full accessibility to our programs, services, and activities unless doing so changes the fundamental nature of the program, service or activity or it creates an undue administrative or financial burden.  If you are not able to access any of the content of this website, please contact E-COUNCIL at founder@ecouncilglobal.com so that we can provide a solution or provide the information in an accessible format.  If you use assistive technology (such as a screen reader, etc.) and have difficulty accessing any information, please identify the information or material to which you seek access, the website address of the material with which you request access or assistance, the problem you experienced, and your contact information so that we may provide you with the necessary assistance.

*Limitation of Liability*

THIS SITE AND THE TRANSACTIONS CONDUCTED THROUGH IT ARE PROVIDED BY US ON AN "AS IS" BASIS. YOU WILL NOT HOLD E-COUNCIL RESPONSIBLE FOR THIRD-PARTY CONTENT, MISCONDUCT, ACTIONS OR INACTIONS. YOU ACKNOWLEDGE THAT WHILE WE VALUE AND SEEK TO SAFEGUARD OUR CUSTOMER’S INFORMATION, E-COUNCIL IS NOT RESPONSIBLE FOR THE ACTIONS OF THIRD PARTIES WHO STEAL THE INFORMATION WITHOUT AUTHORITY. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO OUR SITES OR SERVICES, AND OPERATION OF OUR SITES OR SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, EXCEPT TO THE EXTENT OTHERWISE STATED IN THESE TERMS, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED. WE ARE NOT LIABLE FOR ANY LOSS OF MONEY, GOODWILL OR REPUTATION, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, OUT OF YOUR USE OF OR YOUR INABILITY TO USE OUR SITES, SERVICES AND/OR TOOLS. ALSO, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) ANY AMOUNTS PAID FOR THE PRODUCT OR PRODUCTS AT ISSUE IN THE CLAIM (INCLUDING ANY APPLICABLE SALES TAX) AND ITS ORIGINAL SHIPPING COSTS; AND (B) $100.

*Robot, Spider, Scraper, Usage Prohibited*

The sites contain robot exclusion headers. Much of the information on the sites is updated on a real-time basis and is proprietary or is licensed to E-COUNCIL by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the sites for any purpose without our express hand-written permission. Additionally, you agree that you will not:

• Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure
• Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without the prior express written permission of E-COUNCIL and the appropriate third party, as applicable
• Interfere or attempt to interfere with the proper working of the sites or services, or any activities conducted on or with the sites or services; or
• Bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the sites

*User Privacy*

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the E-COUNCIL Privacy Policy, which is incorporated hereto and made a part hereof. We urge you to review the Privacy Policy with care. We view protection of our users’ privacy as a very important principle.

*Indemnity*

You will indemnify and hold E-COUNCIL (and our officers, directors, agents, subsidiaries, joint venture partners and employees) harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

*No Agency*

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

*Notice*

Except as explicitly stated otherwise, legal notices shall be served on E-COUNCIL’s national service agent (in the case of E-COUNCIL) or to the email address you provide to E-COUNCIL during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing. E-COUNCIL’s National Service Agent is c/o E-Council Inc.com, Inc, 7050 West Palmetto Park Rd., #15-322, Boca Raton, FL 33433.

*Frequently Asked Questions/Questions & Answers*

For your convenience, we provide a Frequently Asked Questions/Questions and Answers section on our website**.** While we provide the FAQ for informational purposes to the extent that there is any disagreement between the FAQ and these Terms and Conditions or the Privacy Policy, the Terms and Conditions and Privacy Policy will control.

*Legal Disputes*

If a dispute arises between you and E-COUNCIL, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and E-COUNCIL agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with this section or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through mediation.

• Law and Forum for Legal Disputes - This Agreement shall be governed in all respects by the laws of the State of Florida, without regard to conflict of law provisions.
• Arbitration Claims Under $5,000 - For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $5,000, the party requesting relief the dispute will be resolved by binding arbitration. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes before a single arbitrator panel. The AAA's rules are available at www.adr.org. The AAA and the parties must comply with the following requirements: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction and shall not exceed $10,000.
• Arbitration Claims for $5,000 or More - Any dispute or claim for $5,000 or more will be resolved by binding arbitration. If you are a U.S. resident the arbitration will be resolved pursuant to the commercial rules of the AAA before a single arbitrator panel. If you are not a U.S. resident the arbitration will be resolved pursuant to the International Dispute Resolution Procedures of the AAA. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator will be authorized to award attorney’s fees and costs to the prevailing party.
• The Federal Arbitration Act and federal arbitration law apply to this agreement.
• Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
• Notwithstanding the foregoing, for any claims involving infringement of a trademark, copyright, patent or of a trade secret, suit may be brought for the infringement claim and all concurrent claims before a United States court of competent jurisdiction.
• To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us (address listed below) *and* to the American Arbitration Association,

725 South Figueroa, Suite 400, Los Angeles, CA 90017.

Notwithstanding the foregoing, a party may seek preliminary injunctive relief in a court of competent jurisdiction for any claims involving intellectual property.

*Severability*

If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.

*How to Contact Us*

You can contact us in writing at the following address:
E-COUNCIL INC.COM

c/o E-Council Inc.com, Inc,

7050 West Palmetto Park Rd., #15-322

Boca Raton, FL 33433

By e-mail: founder@ecouncilglobal.com

By phone to our E-COUNCIL Customer Satisfaction Team at 1-866-724-0085.