

# Terms of Use

Thank you for visiting this website of Aceum Partners LLC, D/B/A Aceum Advisors & Search (“**Aceum Partners**” or “we” or “our”). Before you use this website, please read the following terms and conditions (the “**Terms**”), which govern your use of [www.aceum.com](http://www.aceum.com) (the “**Site**”), any other websites operated by Aceum Partners, and any other services offered by Aceum Partners through the Site (collectively with the Site, the “**Services**”), unless otherwise indicated. These Terms constitute a binding contract between you, the “**User**,” and Aceum Partners.

## 1. Agreement

By accessing or using any part of our Services you agree to be bound by these Terms as well as Aceum Partners’ Privacy Policy. If you do not agree to these Terms and the Privacy Policy then you have no right or authorization to use the Services.

If you agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in that case, “you” and “your” will refer and apply to that company or other legal entity. Notwithstanding the foregoing, the representation that you have the authority to bind the company or other legal entity shall be enforceable against you personally.

## 2. Privacy Policy

We respect your privacy and aim to be transparent about how information is collected and used through the Services. Our use, collection, and storage of information is governed by the Aceum Partners Privacy Policy, found at [www.aceum.com](http://www.aceum.com). Please read the Privacy Policy carefully before using any of the Services. By using the Services, you understand and consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

## 3. Changes to these Terms

Aceum Partners may modify these Terms at its sole discretion, at any time, and without prior notice to you. Because our Services are evolving, we encourage you to regularly check this page so that you understand our most current Terms. Please note that your continued use of the Services after any revision of these Terms shall constitute your agreement to be bound by the revised Terms. If the revised Terms are not acceptable to you, you must stop using the Services.

## 4. Obligations and Restrictions on Use

Your use of the Services is subject to the following restrictions and obligations:

1. You may not use the Services in any way that is unlawful, fraudulent, defamatory, obscene, or otherwise harmful, including, but not limited to, accessing content in a manner that violates any applicable laws, statutes, or regulations, infringes or violates any other person or entity’s rights, or that Aceum Partners, in its sole discretion, finds to be obscene or defamatory;
2. You agree to comply with Aceum Partners’ policies and all applicable laws, including all laws in your country of residence that are applicable to the transmission of data on the

Internet, including, but not limited to, laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.

3. You may not use the Services in any way that interferes with the operation of the Services or impacts any other User, host, or network, or circumvents any of the Services' security protections;
4. You may not use the Services to defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights of privacy and publicity; and
5. You may not encourage another individual or entity to engage in an activity that would constitute a violation of these Terms.

Aceum Partners has the right to investigate and prosecute violations to the fullest extent of the law. Aceum Partners may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms. You acknowledge that Aceum Partners has no obligation to monitor your access to or use of the Services. However, Aceum Partners has the right to do so for the purposes of operating the Services and ensuring your compliance with these Terms or other applicable law or court order. Aceum Partners reserves the right to change or discontinue any part of the Services, at its sole discretion, at any time, and without prior notice to you. Aceum Partners may restrict your access to all or part of the Services if it determines in its sole discretion that your actions are in violation of these Terms or otherwise harmful to the Services. You shall be responsible for all costs incurred by Aceum Partners as a result of your violation of these Terms.

## **5. Copyright Policy**

**General.** All content available through the Services, including images, video files, audio files, and photographs delivered through the Services, as well as any logo, trade dress, or other identifying characteristic of the Services, is owned by Aceum Partners and its licensors (collectively, the "**Licensed Material**").

The Licensed Material is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Licensed Material like any other copyrighted material. Aceum Partners and its licensors retain all title and interest in any intellectual property as well as other applicable proprietary rights in the Licensed Material. Except as expressly authorized by Aceum Partners, you may not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the Licensed Material.

You must seek permission from Aceum Partners if you desire to use the content in any way that is not authorized by these Terms. Aceum Partners may, in appropriate circumstances and at its discretion take action against Users who infringe the copyrights of others. Proofs of infringement of copyright violations can include, for example, similar logos, similar layout and design, similar database design, and using parts of an original source code.

**Digital Millennium Copyright Act.** Aceum Partners respects the copyrights of others. If you believe that your work is accessible on the Services in a way that constitutes copyright

infringement in accordance with the Digital Millennium Copyright Act 17 U.S.C § 512(c)(3), you may notify us by sending an email or a written notice to our designated agent for infringement claims including the following information:

1. A physical or electronic signature of person authorized to act on behalf of the owner of a right that is allegedly infringed;
2. Description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing and access to which is to be disabled, in addition to information reasonably sufficient to permit Aceum Partners to locate the material, such as a URL identifying where it is located on the Services;
4. The address, telephone number, and if available, an electronic mail address at which you may be contacted by Aceum Partners;
5. A statement by you, stating that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you under the penalty of perjury that the information in the notification is accurate and that you are authorized to act on behalf of the rights-holder whose right is allegedly infringed.

**Aceum Partners' Agent for Claims of Infringement:**

Jana Gouchev, Esq.  
45 Rockefeller Plaza- Suite 2000  
New York, NY. 10111  
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**6. Third-Party Services and Content**

The Services may include links to other sites and services that are not operated by Aceum Partners. Certain functions of the Services may link you to or provide you access to functions, content, sites, or services operated by third parties (collectively, "**Third-Party Services**"). Aceum Partners does not verify or endorse the content or actions of Third-party Services.

Your use of Third-Party Services is subject to the respective terms, conditions, and privacy policies of the third parties that provide them. Aceum Partners is not responsible for the privacy practices, functionality, or content of the Third-Party Services. You are solely responsible for reading and complying with any licenses, restrictions, privacy policies, or other terms and conditions that govern the use of any Third-Party Services you choose to access, visit, or link to through your use of the Services, and are solely liable for any violations of those terms and conditions that arise out of or relate to your use of the Third-Party Services.

You are responsible for and assume all risk arising from your use or reliance of any Third-Party Services.

## **7. Indemnification**

You agree to indemnify Aceum Partners and its affiliates, agents, representatives, and third-party service or content providers, and to defend and hold each of them harmless from any and all claims, damages, expenses, losses, and liabilities, including but not limited to reasonable legal and accounting fees and costs of defense of litigation by third parties, arising out of or related to your access to or use of the Services or Site, or your violation of these Terms.

## **8. Warranty Disclaimer**

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS AND YOU ARE USING THE SERVICES AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, ACEUM PARTNERS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR ACCESSED THROUGH THE SERVICES, WHETHER OR NOT PROVIDED BY ACEUM PARTNERS OR ITS PARTNERS. ACEUM PARTNERS MAKES NO WARRANTY THAT THE SERVICES OR SITE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ACEUM PARTNERS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR SITE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF INFORMATION OBTAINED THROUGH THE SERVICES.

## **9. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. NEITHER ACEUM PARTNERS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES, OR SITE CONTENT WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO THE ACCESS OR USE OF THE SERVICES. THIS INCLUDES BUT IS NOT LIMITED TO LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS OR PROPERTY DAMAGE RELATED TO THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SITE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACEUM PARTNERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

## **10. Choice of Law and Venue**

You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of New York without giving effect to any principles of conflicts of laws. Any action based on, relating to, or alleging a breach of these Terms must be brought in a state or federal court in New York City, New York. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

## **11. Entire Agreement**

These Terms constitute the entire agreement between the Parties. Unless otherwise specified herein, the Terms and Privacy Policy govern your use of the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Aceum Partners with respect to this Site.

## **12. No Waiver**

No waiver of a right under these Terms will be effective unless is it in writing. No single waiver of a right shall be deemed a further or continuing waiver of such or any other provision. In addition, a delay or failure to assert any right under these Terms, or to partially assert that right, or a single exercise of that right, shall not in itself constitute a waiver of that right as provided in these Terms.

## **13. Severability**

If any part of these Terms is held invalid or unenforceable for any reason by any court of competent jurisdiction, it shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties. The invalidity or unenforceability of any part or provision will not affect the validity of the rest of the Terms, which will remain in full force and effect.

## **14. Equal Employment Opportunities**

Aceum Partners provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, religion, sex, sexual orientation, origin, age, citizenship, disability, veteran status, or any other protected status. This policy governs all areas of employment at Aceum Partners, including recruitment training, assignments, promotions, compensation, benefits, discipline and terminations.

## **Contacting Aceum Partners**

If you have any questions about these Terms, please contact us at [info@gouchevlaw.com](mailto:info@gouchevlaw.com)

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