

Equilibria Strategies, LLC – Terms and Conditions

Effective Date: June 9, 2025

Terms and Conditions

The following Terms and Conditions (“**Terms**”) govern your access to and use of the Equilibria Strategies, LLC website (the “Site”). By accessing or using our Site, you acknowledge that you have read, understood, and agree to be bound by these Terms, **without limitation or qualification**, as well as our Privacy Policy (described above). If you do not agree with these Terms or the Privacy Policy, you must discontinue use of the Site immediately.

These Terms constitute a binding agreement between you (the user of the Site) and Equilibria Strategies, LLC (“the Company,” “**We**,” or “**Us**”). The term “you” refers to any individual or entity accessing the Site, including any organization on whose behalf a user may be acting. If you are using the Site on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms.

Use of the Site and License

We provide our Site and its content for general informational purposes about our strategy consulting services for nonprofits and other audiences. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Site for your own personal or internal business use. This means you may view, download, and print materials from the Site for lawful use in evaluating our services or for your personal reference. **No other use is permitted.** You **agree not to** exploit the Site or any portion of its content for any commercial purpose unrelated to the Company’s services without our express prior written consent.

Intellectual Property Rights

Unless otherwise indicated, Equilibria Strategies, LLC owns all rights, title, and interest in and to the content on this Site, including but not limited to all text, graphics, logos, images, designs, icons, audio/video clips, downloads, data compilations, and software, and the compilation and arrangement thereof. This content is protected by United States and international copyright, trademark, and other intellectual property laws. All Company names, logos, slogans, and service names are trademarks or service marks of Equilibria Strategies, LLC (or its affiliates or licensors). All other product and company names mentioned on the Site may be trademarks of their respective owners.

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our express written consent. All rights not expressly granted to you in these Terms are reserved by Equilibria Strategies, LLC.

If you would like to request permission to use any content from our Site beyond the uses permitted by these Terms, please contact us at the email address provided in the **Contact Information** section below.

No Client Relationship or Professional Advice

No Consulting or Professional Relationship Created: Your use of our Site or communication with us through the Site (such as via email or contact form) does not create a client, advisory, fiduciary, or professional services relationship between you and Equilibria Strategies, LLC. The Site is provided for general informational purposes only, and while it describes our consulting services, simply accessing or browsing the Site does not make you a client of the Company. A formal engagement (such as a signed consulting agreement) is required to establish a client relationship.

No Reliance on Site Content: Neither the Site nor any content on or accessed through the Site should be considered a substitute for independent professional advice tailored to your situation. The information on the Site – including any blog posts, articles, case studies, or other materials – is provided “as-is” for illustrative or general knowledge purposes. While we strive to present useful and accurate information, we **do not guarantee** that any content is correct, complete, reliable, or up-to-date. In particular, any guidance or insights on the Site are **not** specific advice for any particular organization or circumstance. Users of the Site should not act or refrain from acting based on Site content without seeking appropriate professional advice suited to their individual needs. Equilibria Strategies, LLC is **not responsible or liable** for any actions taken based on information on the Site, and you agree that your use of or reliance on any content is **at your own risk**.

User Conduct and Acceptable Use

By using our Site, you agree to use it only for lawful purposes and in compliance with these Terms. You further agree **not** to misuse the Site or help anyone else to do so. In particular, you **agree not to** engage in any of the following prohibited activities:

- **Unlawful Use:** You will **not use the Site for any unlawful purpose** or in violation of any applicable law, regulation, or ordinance. This includes not engaging in any fraudulent activity, not exploiting the Site to commit a crime or infringe upon any third party’s rights, and not soliciting others to perform or participate in any unlawful acts.
- **Intellectual Property Infringement:** You will **not infringe upon or violate our intellectual property rights or the rights of others** while using the Site. This means you shall not upload, post, or transmit any content that you do not have the right to make available (for example, content belonging to someone else) or that violates patents, copyrights, trademarks, trade secrets, privacy rights or other proprietary rights of any party.
- **Malicious Code:** You will **not upload or transmit any viruses, worms, malware, Trojan horses, or any other malicious or technologically harmful code** that could be used to affect the functionality or security of the Site, other websites, or any connected systems.

Similarly, you agree not to take any action that imposes an unreasonable or disproportionately large load on our Site's infrastructure or that attempts to gain unauthorized access to any portion of the Site or its related systems, servers, or networks.

- **Interference and Misuse:** You will **not attempt to interfere with the proper working of the Site** or any other user's use and enjoyment of the Site. This includes not using any device, software, or routine that interferes with the normal operation of the Site, and not attempting to bypass any measures we may use to prevent or restrict access to certain areas of the Site. You also agree not to use the Site to harass, abuse, or harm other persons or to post or transmit any material that is defamatory, obscene, offensive, or otherwise objectionable.
- **Unauthorized Advertising or Spam:** You will **not use the Site to transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation**. Our Site is not intended for commercial solicitation, and any such use is expressly prohibited.

We reserve the right (but do not assume any obligation) to monitor any user's use of the Site to ensure compliance with these Terms. If we, in our sole discretion, determine that you have violated any provision of these Terms or have engaged in any behavior that we consider to be harmful or unlawful, we may take any action we deem appropriate, including terminating or suspending your access to the Site (with or without notice) and/or informing law enforcement authorities.

External Links and Third-Party Resources

Our Site may contain links to third-party websites or resources for your convenience (for example, links to articles, partner organizations, or reference materials). Inclusion of these links does not imply any endorsement, approval, or association by Equilibria Strategies, LLC of the linked website or any content, products, or services offered on those sites. We have no control over the content or practices of third-party sites and **we are not responsible for them** or for any loss or damage that may arise from your use of them. If you choose to click on a third-party link, you do so at your own risk. We encourage you to review the terms and privacy policies of any third-party websites you visit.

Disclaimer of Warranties

Use at Your Own Risk: The Site and **all content, materials, information, and services provided on or through the Site are provided on an "as is" and "as available" basis**. Equilibria Strategies, LLC makes **no warranties or representations of any kind**, express or implied, about the Site's operation or the information, content, or materials included on the Site. To the fullest extent permitted by applicable law, we **disclaim all warranties**, whether express, implied, statutory, or otherwise, including but not limited to **implied warranties of merchantability, fitness for a particular purpose, title, non-infringement**, and any warranties arising out of course of dealing or usage of trade. We do not guarantee that the Site will be uninterrupted, error-free, or free of viruses or other harmful components.

No Guarantee of Accuracy: Equilibria Strategies, LLC does not warrant or make any representation that the content on our Site is complete, accurate, up-to-date, or free from errors or omissions. Any reliance you place on the information obtained from our Site is strictly at your own risk. We reserve

the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. However, we have no obligation to update any information on the Site.

No Advice Warranty: Any statements or materials on the Site regarding strategies, planning, or any consulting topics are general in nature. They are **not provided as guarantees or formal advice** for your particular situation. We make no warranty that following any suggestions or insights on our Site will result in any specific outcome or success for your organization. **Use of any information on the Site is solely at your own discretion and risk.**

Some jurisdictions do not allow the exclusion of certain warranties or limitations on applicable statutory rights of consumers. If these laws apply to you, some or all of the above disclaimers may not apply to the extent prohibited by law, and you may have additional rights.

Limitation of Liability

To the fullest extent permitted by law, **Equilibria Strategies, LLC and its affiliates, and their respective officers, directors, employees, agents, and representatives, shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages** arising out of or in connection with your use of (or inability to use) the Site or any content on the Site. This includes, without limitation, any damages for lost profits, loss of business or opportunity, loss of data, or other intangibles, even if we have been advised of the possibility of such damages.

Equilibria Strategies, LLC's total cumulative liability to you for any direct damages or losses (whether in contract, tort, or under any other theory of law) shall be limited to the amount (if any) you paid to us for services or products in the six months prior to the claim, or **US \$100**, whichever is greater. Because our Site is provided to you at no charge, we have no liability for any damages in excess of this amount.

Sole Remedy: Your sole and exclusive remedy for dissatisfaction with the Site or any content is to stop using the Site. If you are dissatisfied or harmed by the Site, or by anything related to the Site, you agree that you will discontinue use of the Site.

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, our liability will be limited to the greatest extent permitted by law.

Indemnification

You agree to **defend, indemnify, and hold harmless** Equilibria Strategies, LLC and its owners, officers, directors, employees, contractors, agents, successors, and assigns ("**Indemnified Parties**") from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:^{**} (a)^{**} your use of the Site (including any content you submit, post, or transmit through the Site, if applicable), (b) your violation of these Terms, or (c) your violation of any rights of another person or entity. This indemnification obligation will survive termination of your use of the Site and these Terms. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (at your expense), in which event you agree to cooperate with us in defending such matter.

Changes to Terms

Equilibria Strategies, LLC reserves the right to modify or update these Terms at any time, at our sole discretion. **Changes will be effective immediately upon posting** to this page (unless we specify a later effective date). We will update the “Effective Date” at the top of this document when we make changes. It is your responsibility to review these Terms periodically for updates. By continuing to use the Site after new Terms are posted, you agree to the revised Terms. If you do not agree to any modification of these Terms, you must stop using the Site.

Governing Law and Jurisdiction

These Terms and any dispute arising out of or relating to the Site shall be governed by and construed in accordance with the laws of the State of New Mexico, United States, **without regard to its conflict of law provisions**. You agree that any legal suit, action, or proceeding arising out of or related to these Terms or your use of the Site shall be brought exclusively in the state or federal courts located in the State of New Mexico, and you consent to the exercise of personal jurisdiction by and venue in such courts. You hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

International Use: This Site is controlled and operated from the United States, and we make no representation that the content is appropriate or available for use in other locations. Those who access the Site from outside the U.S. do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, that provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

Entire Agreement

These Terms (together with our Privacy Policy and any other legal notices or terms explicitly incorporated herein) constitute the entire agreement between you and Equilibria Strategies, LLC regarding your use of the Site, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Contact Information

If you have any questions about these Terms & Conditions, or if you need to contact us for any reason relating to the Site, please reach out to:

Equilibria Strategies, LLC

Email: connect@equilibriastrategies.com

Mailing Address: 3805 Simms Ave NE, Albuquerque, NM 87108 (USA)
