## PDG Advisor™ End User License Agreement (EULA)

## The User must be a single person — not a command, unit or any other group.

This License Agreement applies to the Website (the "Site") located at www.mcmguides.com/advisor. The Site is the property of McMillan Study Guides, Inc. (or "McMillan"). When You (the "User") visit the Site, You accept the terms of this License. Please read them carefully.

**PRIVACY:** We never share your personal information. Please <u>review our privacy policy</u>, which also governs your visit to the Site, to understand our practices.

**ELECTRONIC COMMUNICATIONS:** When You visit the Website or email McMillan, You consent to receive electronic communications from McMillan by either email or notices posted on this Site. These satisfy any legal requirement that such communications be in writing.

**COPYRIGHT AND TRADEMARKS:** All content on this Site is the property of McMillan Study Guides, Inc. and is protected by United States and international copyright laws.

LICENSE AND SITE ACCESS: McMillan Study Guides, Inc. grants You a limited License to access and make personal use of this Site as expressly provided by this License Agreement. You may not capture, download (other than page caching), print, modify or otherwise retain information and content available on the Site, except with express written consent of McMillan Study Guides, Inc.

LICENSE EXPIRATION: The Air Force will issue a new AFH 1, effective 1 Oct 2017. You may use the current Site and its database, based on the 1 Oct 2015 AFH 1, through the 2015-2017 promotion cycle. Your License will expire 31 Mar 2018 and require purchase for access to the new 2017 Site and database.

**PERSONAL USE ONLY:** You must have a valid "My McMillan" Account (the "Account") to use the Site. Your Account is for your personal use only. If You share or transfer it to anyone else, or if the EULA is violated in any other way, your License will be invalidated.

Please read AFI 36-2605, Air Force Military Personnel Testing System, which prohibits sharing marked or unmarked commercial study guides.

**LIMITED WARRANTY:** This Site is provided by McMillan Study Guides, Inc. on an 'as is' and 'as available' basis. McMillan makes no representations or warranties of any kind, express or implied, as to the operation of this Site. In no case shall McMillan be liable for any special, indirect or consequential damages.

This Website is a product of free enterprise and is not connected to any governmental agency. Even though extreme care has been taken during the preparation of this Site and its database, McMillan Study Guides, Inc. cannot accept responsibility for any errors in, or omissions from, the information given.

McMillan Study Guides, Inc. represents and warrants that the Website will perform substantially in accordance with the documentation. Any written or oral information or advice given by any employee will in no way increase the scope of this warranty.

If the Site fails to comply with the warranty, McMillan Study Guides, Inc.'s entire liability and your exclusive remedy will be replacement of the Site license with a PDG GOLD (NCO or SNCO) software download for the same promotion cycle. This limited warranty applies only if you forfeit the Site license directly to McMillan Study Guides, Inc. The replacement product will be warranted as above.

This warranty is immediately and automatically terminated if the User violates the End User License Agreement at any time.

McMILLAN STUDY GUIDES, INC. DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE.

In no event shall McMillan Study Guides, Inc. be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information or other pecuniary loss) arising out of the use of or inability to use the product even if McMillan Study Guides, Inc. has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

**APPLICABLE LAW:** By visiting the Site, You agree that the laws of the state of California, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute that might arise between You and McMillan.

**MODIFICATIONS:** McMillan reserves the right to change the Site, policies and this License Agreement at any time. If any of these conditions shall be deemed invalid, void or unenforceable for any reason, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## **SPECIFIC PROHIBITIONS:** UNDER THIS LICENSE, YOU MAY NOT —

- Permit or provide others access to the Site using your User name and password or otherwise.
- Access the Site with the User name and password of another authorized User.
- Reverse-engineer, disassemble, decompile or attempt to discover the source code of the Site.
- Capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by this License Agreement.

- Transfer the Site content to another person; "frame," "mirror," "inline link," or employ similar navigational technology to the Site content; or "deep link" to the Site content.
- Violate or attempt to violate McMillan's security mechanisms, access any data or server. You are not authorized to access or otherwise breach the security of the Site or corrupt the Site in any way.
- Engage in any other conduct which violates the Copyright Act or other laws of the United States.
- Use any device (e.g., "web crawler" or other automatic retrieval mechanism) or other means to harvest information about other Users, the Site or McMillan Study Guides, Inc.