

AMA EDUCATIONAL LEADERSHIP AND INNOVATION

TERMS OF USE

Last Updated: July 1, 2026

Please read these Terms of Use carefully before accessing or using this website. These Terms constitute a legally binding agreement between you and AMA Educational Leadership and Innovation / Dr. Adonis Awitin. Your access to and use of this Site is conditioned upon your acceptance of and compliance with these Terms.

ARTICLE I — ACCEPTANCE OF TERMS

By accessing, browsing, or otherwise using the AMA Educational Leadership and Innovation website (hereinafter referred to as "the Site"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Use (hereinafter referred to as "Terms"), as well as any applicable laws and regulations governing the use of this Site. These Terms apply to all visitors, users, and others who access or use the Site, regardless of the manner or purpose of such access.

If you do not agree with any part of these Terms, you are expressly directed to discontinue use of the Site immediately. Your continued use of the Site following the posting of any modifications to these Terms constitutes your acceptance of those modifications.

AMA Educational Leadership and Innovation reserves the right to amend, revise, or update these Terms at any time and at its sole discretion. It is your responsibility to review these Terms periodically for changes.

ARTICLE II — DESCRIPTION OF SITE

AMA Educational Leadership and Innovation is an educational and professional platform operated by Dr. Adonis Awitin, located in Arizona, USA. The Site is dedicated to the advancement of

leadership principles, innovation methodologies, and academic excellence. The Site provides users with access to a diverse range of content and resources, including but not limited to:

- Original articles on leadership, innovation, and professional development;
- Academic publications and scholarly works authored or curated by Dr. Adonis Awitin;
- Fictional and creative literary works;
- Curriculum materials and educational resources designed for professional and academic audiences;
- Innovation content, research, and thought leadership;
- Branding resources and organizational materials affiliated with AMA Educational Leadership and Innovation.

The Site is intended to serve as a resource for educators, professionals, students, and individuals with an interest in leadership and innovation. The content published on the Site reflects the intellectual work and professional expertise of Dr. Adonis Awitin and any collaborators or contributors acknowledged therein.

AMA Educational Leadership and Innovation does not represent itself as a licensed professional services provider and the content on this Site is provided for informational and educational purposes only. Nothing on this Site shall be construed as legal, financial, medical, or other professional advice.

ARTICLE III — ELIGIBILITY

Use of this Site is available only to individuals who are at least thirteen (13) years of age. By accessing or using the Site, you represent and warrant that you are at least 13 years of age and have the legal capacity to enter into a binding agreement under applicable law.

AMA Educational Leadership and Innovation complies with the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501–6506. The Site does not knowingly collect, solicit, or retain personal information from children under the age of 13. If AMA Educational Leadership and Innovation becomes aware that a child under the age of 13 has provided personal information without verifiable parental consent, such information will be promptly deleted from its records.

If you are a parent or guardian and believe that your child under the age of 13 has accessed this Site or provided personal information, please contact AMA Educational Leadership and Innovation immediately using the contact information set forth in Article XIV of these Terms.

Users who are between the ages of 13 and 17 represent that they have obtained the consent of a parent or legal guardian to access and use the Site in accordance with these Terms.

ARTICLE IV — USER CONDUCT

As a condition of your use of this Site, you agree to use the Site only for lawful purposes and in a manner consistent with all applicable federal, state, and local laws and regulations. You further agree that you shall not, under any circumstances:

- Use the Site for any unlawful, fraudulent, deceptive, or harmful purpose, or in any manner that violates any applicable law or regulation;
- Harass, threaten, intimidate, defame, abuse, or otherwise harm any individual or entity through or in connection with the Site;
- Submit, post, or transmit false, misleading, inaccurate, or deceptive information or content of any kind;
- Attempt to gain unauthorized access to any portion or feature of the Site, or to any other systems or networks connected to the Site, by hacking, password mining, or any other illegitimate means;
- Use any automated tool, script, bot, spider, scraper, data miner, or similar technology to access, collect, harvest, or extract content, data, or information from the Site without the express prior written authorization of AMA Educational Leadership and Innovation;
- Reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit any content obtained from the Site without express written permission;
- Interfere with, disrupt, or damage the proper functioning, security, or integrity of the Site or its underlying infrastructure, including servers and networks;
- Upload or transmit viruses, malware, ransomware, or any other malicious or harmful code to or through the Site;

- Impersonate any person or entity, including Dr. Adonis Awitin or any representative of AMA Educational Leadership and Innovation;
- Engage in any conduct that restricts or inhibits any other user's ability to use or enjoy the Site.

AMA Educational Leadership and Innovation reserves the right to investigate and take appropriate legal and/or administrative action against any user who, in its sole discretion, violates this provision, including but not limited to reporting such conduct to law enforcement authorities.

ARTICLE V — INTELLECTUAL PROPERTY

All content published, displayed, or made available on this Site, including but not limited to text, articles, academic publications, fictional works, curriculum materials, branding elements, graphics, logos, images, audio, video, and any other materials (collectively, "Site Content"), is the exclusive property of Dr. Adonis Awitin and/or AMA Educational Leadership and Innovation, or is used under license from its respective owners.

All Site Content is protected under:

- Title 17 of the United States Code (U.S. Copyright Law);
- The Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512 et seq.;
- The Lanham Act, with respect to trademarks and service marks;
- Applicable international copyright treaties and intellectual property conventions.

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Any unauthorized use of Site Content may give rise to a claim for damages and/or may constitute a criminal offense under applicable law. For questions regarding permitted use or licensing inquiries, please refer to the Contact Information in Article XIV.

ARTICLE VI — USER-GENERATED CONTENT

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By submitting any User Content, you represent and warrant that:

- You own or have all necessary rights, licenses, consents, and permissions to submit such User Content and to grant the license described herein;
- The User Content does not infringe, misappropriate, or violate any third-party intellectual property rights, privacy rights, publicity rights, or any other rights;
- The User Content does not contain any false, misleading, defamatory, obscene, unlawful, or otherwise objectionable material;
- The User Content complies with all applicable federal, state, and local laws and regulations.

AMA Educational Leadership and Innovation reserves the right, but assumes no obligation, to review, monitor, edit, refuse to post, or remove any User Content at its sole discretion and without prior notice. AMA Educational Leadership and Innovation does not endorse any User Content submitted by users and expressly disclaims any liability arising from User Content.

ARTICLE VII — THIRD-PARTY LINKS

The Site may contain hyperlinks or references to third-party websites, platforms, services, or resources that are not owned or controlled by AMA Educational Leadership and Innovation

(collectively, "Third-Party Sites"). These links are provided solely for your convenience and informational purposes.

AMA Educational Leadership and Innovation has no control over, and assumes no responsibility for, the content, privacy policies, accuracy, reliability, availability, or practices of any Third-Party Sites. The inclusion of any link to a Third-Party Site does not constitute or imply an endorsement, sponsorship, or recommendation of that site or its content by AMA Educational Leadership and Innovation or Dr. Adonis Awitin.

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We strongly encourage you to review the terms of use and privacy policies of any Third-Party Sites that you visit.

ARTICLE VIII — DISCLAIMERS

THE SITE AND ALL SITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AMA EDUCATIONAL LEADERSHIP AND INNOVATION AND DR. ADONIS AWITIN EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

AMA Educational Leadership and Innovation does not warrant or represent that:

- The Site will be available, uninterrupted, timely, secure, or error-free at all times;
- The results obtained from use of the Site will be accurate, complete, or reliable;
- The quality of any content, information, or materials obtained through the Site will meet your expectations;
- Any errors or defects in the Site will be corrected;

- The Site or its servers are free of viruses, malware, or other harmful components.

All content published on this Site is provided for informational and educational purposes only. Nothing contained on the Site constitutes, and nothing should be construed as constituting, professional legal, financial, medical, psychological, or any other type of professional advice. Users are encouraged to seek independent professional guidance for specific concerns or circumstances.

AMA Educational Leadership and Innovation reserves the right to modify, suspend, or discontinue any aspect of the Site at any time, with or without notice, and without liability to you or any third party.

ARTICLE IX — LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AMA EDUCATIONAL LEADERSHIP AND INNOVATION, DR. ADONIS AWITIN, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH:

- Your access to, use of, or inability to access or use the Site or any Site Content;
- Any reliance placed on content, information, or materials obtained through the Site;
- Any unauthorized access to or use of our servers or any personal information stored therein;
- Any interruption, suspension, or cessation of the Site or any portion thereof;
- Any viruses, malware, or harmful code transmitted to or through the Site;
- Any errors, omissions, or inaccuracies in the Site Content;
- Any conduct or content of any third party on or accessed through the Site.

THIS LIMITATION APPLIES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF AMA EDUCATIONAL LEADERSHIP AND INNOVATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

ARTICLE X — INDEMNIFICATION

You agree to defend, indemnify, and hold harmless AMA Educational Leadership and Innovation, Dr. Adonis Awitin, and their respective affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to:

- Your access to or use of the Site or any Site Content;
- Your violation of any provision of these Terms;
- Any User Content you submit, post, or transmit through the Site;
- Your violation of any applicable law, regulation, or third-party right, including any intellectual property, privacy, or publicity right;
- Any misrepresentation made by you in connection with your use of the Site.

AMA Educational Leadership and Innovation reserves the right to assume exclusive control of the defense of any matter subject to indemnification by you, in which event you agree to cooperate fully with AMA Educational Leadership and Innovation in asserting any available defenses. Your indemnification obligations shall survive the termination of these Terms and your use of the Site.

ARTICLE XI — TERMINATION

AMA Educational Leadership and Innovation reserves the right, in its sole discretion, to restrict, suspend, or permanently terminate your access to the Site or any portion thereof at any time, with or without prior notice and without liability to you, for any reason, including but not limited to:

- Your breach of any provision of these Terms;
- Conduct that AMA Educational Leadership and Innovation determines, in its sole judgment, to be harmful to other users, third parties, or the Site;
- Requests from law enforcement or other governmental or regulatory authorities;

- Unexpected technical issues or problems;
- Discontinuation or material modification of the Site or any portion thereof.

Upon termination of your access, your right to use the Site will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including but not limited to provisions relating to intellectual property, disclaimers, indemnification, and limitation of liability.

Termination of access to the Site shall not limit AMA Educational Leadership and Innovation from pursuing any other remedies available to it at law or in equity.

ARTICLE XII — GOVERNING LAW

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Arizona, United States of America, without regard to its conflict of law principles or provisions.

You agree that any legal action, suit, or proceeding arising out of or relating to these Terms or your use of the Site shall be brought exclusively in the state or federal courts of competent jurisdiction located in Arizona, USA. You hereby irrevocably consent and submit to the personal jurisdiction of such courts and waive any objection to the laying of venue in such courts.

Nothing in this Article shall limit the right of AMA Educational Leadership and Innovation to seek injunctive or other equitable relief in any court of competent jurisdiction where necessary to protect its intellectual property or other rights.

ARTICLE XIII — CHANGES TO TERMS

AMA Educational Leadership and Innovation reserves the right, at its sole discretion, to modify, revise, update, or replace any part of these Terms of Use at any time. Changes will become effective immediately upon posting to the Site. The "Last Updated" date at the top of this document will be revised to reflect the date of the most recent modification.

It is your sole responsibility to review these Terms periodically for any updates or changes. Your continued access to or use of the Site following the posting of any revised Terms constitutes your unconditional acceptance of and agreement to the revised Terms. If you do not agree to the modified Terms, you must immediately discontinue use of the Site.

AMA Educational Leadership and Innovation may, but is not obligated to, provide notice of material changes to these Terms through a notice posted on the Site or by other means at its discretion.

ARTICLE XIV — CONTACT INFORMATION

If you have any questions, concerns, or inquiries regarding these Terms of Use, your rights under these Terms, or the practices of this Site, please contact AMA Educational Leadership and Innovation using the information below:

AMA Educational Leadership and Innovation

Operated by: Dr. Adonis Awitin

Location: Arizona, USA

Email: amalimwc@gmail.com

We will make reasonable efforts to respond to all legitimate inquiries in a timely manner. For copyright-related concerns or DMCA notices, please identify the work claimed to have been infringed, the location of the infringing material on the Site, and your contact information when submitting your notice.