

TERMS & CONDITIONS

[Effective April 1, 2018]

PLEASE READ THE FOLLOWING TERMS & CONDITIONS RELATING TO YOUR USE OF THIS WEBSITE AND ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER CAREFULLY.

THE PRIVACY POLICY AND DISCLAIMERS FOUND ON THIS WEBSITE ARE INCORPORATED HEREIN BY REFERENCE. PLEASE READ THE PRIVACY POLICY AND DISCLAIMERS IN CONJUNCTION WITH THESE TERMS & CONDITIONS.

READING AND ACCEPTING THE TERMS & CONDITIONS, THE PRIVACY POLICY AND DISCLAIMER OF THIS WEBSITE ARE REQUIRED CONSIDERATIONS FOR THE WEBSITE GRANTING YOU THE RIGHT TO VISIT, READ AND INTERACT WITH IT.

ALL PERSONS ARE DENIED ACCESS TO THIS SITE UNLESS THEY READ AND ACCEPT THE TERMS & CONDITIONS, THE PRIVACY POLICY AND DISCLAIMER.

BY VIEWING, VISITING, USING OR INTERACTING WITH THIS WEBSITE OR WITH ANY BANNER, POP-UP, OR ADVERTISING THAT MAY APPEAR ON THE WEBSITE, YOU ARE AGREEING TO ALL THE PROVISIONS OF THIS TERMS & CONDITIONS POLICY AND THE PRIVACY POLICY AND DISCLAIMER FOUND ON THIS WEBSITE.

ALL PERSONS UNDER THE AGE OF 18 ARE DENIED ACCESS TO THIS WEBSITE. IF YOU ARE UNDER 18 YEARS OF AGE, IT IS UNLAWFUL FOR YOU TO VISIT, READ, OR INTERACT WITH THIS WEBSITE OR ITS CONTENTS IN ANY MANNER. THIS WEBSITE SPECIFICALLY DENIES ACCESS TO ANY INDIVIDUAL THAT IS COVERED BY THE CHILD ONLINE PRIVACY AT (COPPA) OF 1998.

THIS WEBSITE RESERVES THE RIGHT TO DENY ACCESS TO ANY PERSON OR VIEWER FOR ANY REASON. UNDER THE TERMS OF THE PRIVACY POLICY, WHICH YOU ACCEPT AS A CONDITION FOR VIEWING, THE WEBSITE IS ALLOWED TO COLLECT AND STORE DATA AND INFORMATION FOR THE PURPOSE OF EXCLUSION AND FOR MANY OTHER USES.

THE TERMS & CONDITIONS MAY CHANGE FROM TIME TO TIME. VISITORS HAVE AN AFFIRMATIVE DUTY, AS PART OF THE CONSIDERATION FOR PERMISSION TO VIEW THE WEBSITE, TO KEEP THEMSELVES INFORMED OF CHANGES.

PARTIES TO THE TERMS & CONDITIONS ARE: Visitors, viewers, users, subscribers, members, affiliates, or customers, collectively referred to herein as “Visitor,” are parties to this agreement. The website and its owners and/or operators are parties to this agreement, herein referred to as “Website.”

Use of the Website—By accessing the Website, you warrant and represent to the Website owner that you read and agreed to the terms & conditions, privacy policy and disclaimer found on the Website and that you are legally entitled to do so and legally allowed to make use of information made available via the website.

Use of Information from this Website—Unless you have entered into an express written contract with the Website to the contrary, Visitor has no right to use the information from this Website in a commercial or public setting. Visitor has no right to broadcast it, copy it, save it, print it, sell it or publish any portions of the content of this Website. By viewing the contents of the Website, you agree this condition of viewing and you acknowledge that any unauthorized use is unlawful and may subject you to civil or criminal penalties. Visitor has no rights to use the content of, or portions thereof, including the Website’s databases, invisible pages, linked pages, underlying code, or other intellectual property the Website may contain, for any reason. Visitor agrees to pay, as liquidated damages, the sum of \$100,000 US Dollars in addition to costs and actual damages for breach of this provision. Visitor warrants that he or she understands that accepting this provision is a condition of viewing the Website and viewing the Website constitutes acceptance.

Ownership of Website—The Website and its contents are owned or licensed by the Website. Material contained on the Website must be presumed to be proprietary and copyrighted. Visitor has no right in the Website content. Use of the Website content for any reasons is unlawful unless it is done with express written contract or permission from the Website

Trademarks—The trademarks, names, logos and service marks (collectively “trademarks”) displayed on this Website are registered and unregistered trademarks of the Website. Nothing contained on this Website should be construed as granting any license or right to use any trademark without the prior written permission of the Website.

Hyperlinking to Website Prohibited—Unless expressly authorized by the Website, no one may hyperlink this Website, or portions thereof (including, but not limited to, logos, trademarks, branding or copyrighted material) to another site. Further, Visitor is not allowed to reference the url (website address) of this Website in any commercial or non-commercial media without express permission. Nor are you allowed to “frame” the Website. Visitor agrees to cooperate with Website to remove or de-activate any such activities and be liable for all damages. You agree to pay, as liquidated damages, the sum of \$100,000 US Dollars in addition to any costs and actual damages for breach of this provision.

External links—External links may be provided for Visitor’s convenience, but they are beyond the control of the Website and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at Visitor’s own risk.

Warranties—The Website makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Website and any content found on this Website.

Disclaimer for Contents—The Website disclaims any responsibility for the accuracy of the content of this Website. Visitor assumes all the risk of viewing, reading, using or relying upon the information found on the Website. Unless you have entered into a written contract to the contrary with the Website, you have no right to rely on any information contained on the Website as accurate. The Website makes no such warranties.

Disclaimer for Electronic Harm—The Website assumes no responsibility for damage to computers or software of the Visitor or any person the Visitor subsequently communicates with from corrupting code or data that is inadvertently passed to the Visitor’s computer. Visitor views and interacts with this Website, banners, pop-ups, advertising or any component found on the Website at Visitor’s own risk.

Disclaimer of liability—The Website shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by Visitors or any third party (including Visitor’s company), as a result of or which may be attributable, directly or indirectly, to your access and use of the Website, any information contained on the Website, Visitors or Visitors’ company’s personal information or material and information transmitted over Website’s system. In particular, neither the Website nor any third party or data or content provider shall be liable in any way to Visitors or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof. The information contained on this Website, any links to and from this Website, any materials downloaded from this Website or other information found as a result of using this Website is intended as a guide and provides general, and is not, nor should it be, perceived or relied on in any way as business, financial or legal advice, and offers only information of a general nature. Nothing on this Website, links to and from it, or any information downloaded from this Website is a substitute for professional legal, financial or business advice, which should be provided by Visitors’ attorney, accountant or financial advisor; Visitors are further advised to consult with Visitors’ own attorney, accountant or financial advisor for any and all questions and concerns you may have pertaining to your own specific legal and/or financial situation. Visitor should consult an attorney and/or accountant from the state and local in which Visitors reside and/or conduct business to assure that Visitors are complying with all relevant state and federal laws and regulations that apply to Visitor. Nothing on this Website, links to and from the Website or any materials downloaded from this Website is responsible for your earnings, the success or failure of your business decisions, the increase or decrease of your finances or income levels, your physical or mental health, or any other result of any kind that you may seek.

Indemnification—Visitor agrees that in the event Visitor causes damage, which the Website is required to pay for, Visitor, as a condition of viewing the Website, promises to indemnify and hold Website harmless. In the event Website is required to pay any cost, expense or damages in

advance, Visitor agrees to reimburse Website for all out-of-pocket cost, expense or damages, including expenses associated with payment of legal and attorney fees.

Submissions—As a condition of viewing the website, Visitor agrees that any communication between Visitor and Website is deemed a submission. All submissions, including portions thereof, contained therein, graphics or any of the content of the submission, shall become the exclusive property of the Website and may be used, without further permission, for commercial use without additional consideration of any kind. Visitor agrees to only communicate that information to the Website, which it wishes to forever allow the Website to use in any manner as it sees fit.

Notice—No additional notice of any kind for any reason is due to Visitor and Visitor agrees that the right to notice is waived as a condition for permission to view or interact with the Website.

Conflict of terms—If there is a conflict or contradiction between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

Disputes—As part of the consideration that the Website requires for viewing, using or interacting with this Website, Visitor agrees to use binding arbitration for any claim, dispute or controversy (“Claim”) of any kind (whether in contract, tort or otherwise) arising out of or relating to use of the Website, any purchases of services or products, any downloads from the Website, including but not limited to solicitation issues, privacy issues, disclaimers, and terms & conditions of use. Arbitration shall be conducted pursuant to the AAA, its rules and forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Hearings will take place in the city or county of Website. In no case shall the Visitor have the right to go to court or have a jury trial. Visitor will not have the right to engage in pre-trial discovery, except as provided by the AAA rules. Visitor will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration. The arbitrator’s decision will be final and binding with no right to appeal. The prevailing party shall be reimbursed by the non-prevailing party for any and all costs associated with the Claim arbitration, including attorney fees, collection fees, investigation fees.

Severability—Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

Applicable laws (choice of venue and forum)—Use of this website shall in all respects be governed by the laws of the state of California, U.S., regardless of the laws that might be applicable under principles of conflicts of law. The parties agree that the California courts located in Nevada County, California, shall have exclusive jurisdiction over all controversies arising under this agreement and agree that venue is proper in those courts.

CONTACT INFORMATION

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