

Terms & Conditions Agreement Template

By visiting and using **[YOUR WEBSITE LINK]** (hereinafter the “website”), you accept and agree to be bound by these Terms and Conditions including our Disclaimer and Privacy Policy posted on the website and incorporated herein by reference.

The term “you” refers to anyone who uses, visits and/or views the website. **[Company Name]** (“company”, “I”, “we” or “us”) reserves the right to amend or modify these terms and conditions in its sole discretion at any time without notice and by using the website, you accept those amendments. It is your responsibility to periodically check the website for updates.

Your continued use of the website after posting of any changes to our Terms and Conditions constitutes your acceptance of those changes and updates. You must not access or use the website if you do not wish to be bound by these Terms and Conditions.

INTENDED AGE

All information and content on this website are intended for individuals over the age of 18. Children, as defined in our Privacy Policy, are prohibited from using this website.

PRIVACY POLICY

We are dedicated to respecting the privacy of your personal information. Your acceptance of our Privacy Policy is expressly incorporated into these Terms and Conditions. Please review our Privacy Policy for more information.

DISCLAIMER

Your acceptance of our Disclaimer is expressly incorporated into these Terms and Conditions. Please review the Disclaimer for more information.

MANDATORY ARBITRATION AND GOVERNING LAW

You expressly waive any legal claims you may have now or in the future arising from or related to the website and our products/services. In the event of a dispute, claim, or controversy arising from or relating to your use of this website, the terms and conditions shall be construed in accordance with the laws of the state of **[ENTER STATE AND COUNTRY OF YOUR RESIDENCE, e.g., Florida, United States, OR IF YOU LIVE OUTSIDE OF THE U.S. THEN ENTER YOUR COUNTRY, e.g., United Kingdom, Canada, Australia]**.

Initials: ____ / ____

T: (+1) 619 619 6011
Address: 1041 Market Street Suite 165
San Diego, CA. 92101

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You agree to first resolve any disputes or claims through mandatory arbitration, and you consent to and submit to the jurisdiction and courts of **[ENTER SAME STATE AS ABOVE OR IF YOU RESIDE OUTSIDE OF THE U.S., THEN ENTER YOUR COUNTRY]**, without regard to conflict of law principles or where the parties are located at the time of the dispute.

You agree to bear the full cost of arbitration, to the extent permitted by law. Participation in arbitration in good faith is a condition precedent to pursuing any other legal or equitable remedies available, such as litigation or any other legal procedure. You also agree that if a legal claim is filed after the required arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and other legal costs.

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- (a) illegal, violates or infringes upon the rights of others,
- (b) defamatory, abusive, profane, hateful, vulgar, obscene, libelous, pornographic, threatening,
- (c) encourages or advocates conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any law,
- (d) distribute material including but not limited to spyware, computer virus, any kind of malicious computer software or any other harmful information that is actionable by law,
- (e) any attempts to gain unauthorized access to any portion or feature of the website, and
- (f) send unsolicited or unauthorized material or cause disruption in the operation of the website. You agree to use the website for lawful purposes only and shall be liable for damages resulting from the violation of any provision contained in these Terms and Conditions.

THIRD-PARTY LINKS

The website may contain links to third-party websites or resources for your convenience. We may serve as an affiliate for some of these third-party websites by offering or advertising their products or services on the website; however, we do not own or control these third-party websites. Once you click on a third-party link and leave this website, you are no longer bound by our terms and conditions.

You agree that we are not responsible or liable for the accuracy, content or any information presented on these third-party websites. You assume all risks for using these third-party websites or resources and any transactions between you and these third-party websites are strictly between you and the third party. We shall not be liable for any damages resulting from your use of these third-party websites or resources.

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[OPTIONAL SECTION, KEEP OR DELETE] NO REFUNDS

All sales of products and/or services on this website are final. No refunds will be issued. We truly believe in giving more than receiving and each of our products and services is designed by keeping this core principle in mind. The prices are intentionally kept reasonably low in price as compared to market value to give you the tools and information you need at an affordable price.

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LIMITATION OF LIABILITY

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You expressly agree that your use of the website is at your sole risk and that you are solely responsible for the accuracy of the personal and any information you provide, the outcome of your actions, personal and business results, and for all other use in connection with the website.

You also expressly agree that we and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us shall not be liable to you for any damages resulting from 1) any errors or omissions on the website, delay or denial of any products or services, failure of performance of any kind, interruption in the operation and your use of the website, website attacks including computer virus, hacking of information, and any other system failures; 2) any loss of income, use, data, revenue, profits, business or any goodwill related to the website; 3) any theft or unauthorized access by third party of your information from the website regardless of our negligence; and 4) any use or misuse of the information, products and/or services offered here.

This limitation of liability shall apply whether such liability arises from negligence, breach of contract, tort, or any other legal theory of liability. You agree that we provide no express or implied guarantees to you for the content presented here, and you accept that no particular results are being promised to you here.

INDEMNIFICATION

You agree to indemnify and hold the Company and/or its officers, employees, successors, shareholders, joint venture partners or anyone else working with us harmless from all losses, claims, damages, demands, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees ("Liabilities") assessed against or otherwise incurred by you arising, in whole or in part, from: (a) actions or omissions, whether done negligently or otherwise, by you, your agents, directors, officers, employees or representatives; (b) all your actions and use of the website including purchasing products and services; (c) violation of any laws, rules, regulations or ordinances by you; or (d) violation of any terms and conditions of this website by you or anyone related to you; e) infringement by you or any other user of your account of any intellectual property or other rights of anyone. The Company will notify you promptly of any such claims or liability and reserves the right to defend

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such claim, liability, or damage at your expense. You shall fully cooperate and provide assistance to us if requested, without any cost, to defend any such claims.

WAIVER OF CLASS ACTIONS

You agree that any dispute arising from or related to this Agreement will be resolved solely between you and the Company. You waive your right to bring a class action against us and agree not to bring claims against us as a member of a class or as a representative.

ENTIRE AGREEMENT

These Terms and Conditions along with our Privacy Policy and Disclaimer constitute the entire agreement between you and us with respect to this website. It supersedes all prior or contemporaneous communications, discussions, negotiations, or proposals we may have had with you whether electronic, oral, or written.

A printed version of this entire agreement including the Privacy Policy and Disclaimer and of any notice given in electronic form shall be admissible in judicial or administrative proceedings with respect to this website to the same extent and given the same effect as other business contracts and documents kept and maintained in printed form.

SEVERABILITY

If any provision in these Terms and Conditions is deemed by a court, regulatory authority or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision is deemed to have been omitted from this Agreement. The remainder of this Agreement remains in full force and effect and is modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.

MODIFICATIONS

Company reserves the right, in its sole discretion and without notice, to (a) revise these Terms and Conditions; (b) modify the website and/or any services or products it offers; and (c) discontinue the website and/or products or services at any time. Any changes to these terms will take effect immediately. You agree to review these Terms and Conditions and any other online policies posted on the website on a regular basis to be aware of any changes. You agree to be bound by the revision if you continue to use or access the website after these modifications.

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ACKNOWLEDGEMENT

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CONTACT

For any questions, please contact us at

[Company Name]

[Address]

[City, State, ZIP Code]

[EMAIL Address]