

Terms and Conditions

Last updated: December 21, 2020

Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using the michelleraabmarketing.com website (the “Service”) operated by Michelle Raab Marketing (“us”, “we”, or “our”). The “company” is Michelle Raab Writes, LLC a Pennsylvania limited liability company doing business as Michelle Raab Marketing.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Products and Services

Summary

Products and services are provided “as is.” Results are not guaranteed. If a customer is not satisfied with the product or service, they can request a 100% refund, no questions asked.

By purchasing the products or services, the customer is agreeing to the terms and conditions.

Michelle Raab Writes, LLC (company) will provide the product or service to “client” (the person purchasing the product or service) as described on the website, michelleraabmarketing.com for the fee or price as described, less any applicable discount. Terms and conditions of the discounts will be described on the coupons.

Term and Termination

The Term of this Agreement shall continue for the term as described on the product page.

Confidentiality

1. Neither party may disclose information that is non-public, confidential or proprietary in nature (the "Project Material") pursuant to this Agreement. By execution of this Agreement, each agrees to treat all Project Material as confidential, and to observe the terms and conditions set forth in this Agreement. The obligation to maintain the confidentiality of the Project Material shall survive the completion of the Project.
2. For purposes of this Agreement, Project Material shall include, without limitation, e-course materials, all information, data, financial information, reports, analyses, compilations, studies, interpretations, projections, plans, forecasts, records, notes, memoranda, summaries and other materials in whatever form maintained, whether documentary, computerized or otherwise, regardless of the form of communication, that contain or otherwise reflect information that may be provided by one party to the other during the course of the Project. The term Project Material shall also include all information, data, reports, analyses, compilations, studies, interpretations, projections, forecasts, records, notes, memoranda, summaries or other materials in whatever form maintained, whether documentary, computerized or otherwise, regardless of the form of communication, that contain, otherwise reflect, or are based upon, in whole or in part, any Project Material.
3. The parties agree that this Agreement shall be inoperative as to Project Material that: (a) was generally known to the public prior to the disclosure under this Agreement; or (b) is or becomes publicly known through no wrongful act of a party; or (c) is approved for release by written authorization of a party; or (d) is disclosed pursuant to the lawful requirement or demand of a governmental agency, or disclosure is required by operation of law. The parties agree that prior to giving any of its advisors, business associates or representatives (collectively, the "Representatives") access to any of the Project Material, each party shall require each such Representative to agree to be bound by the terms of this Agreement to the same extent as if they were parties

hereto. The parties further agree to be responsible for any breach of this Agreement by any of their Representatives.

4. All Project Material shall be and shall remain the property of the respective party. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressed, implied, or otherwise for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.

Work Standards and Limitations

1. Work Standards. Company's services will be performed for and delivered to Client in a good, diligent and workmanlike manner in accordance with industry standards. Company does not, however, guarantee results and disclaims any liability therefor.
2. Limitation of Liability. Company will not be liable for any incidental, special, punitive, indirect, or consequential damages, even if the remedies provided for in this Agreement fail of their essential purpose. In no event shall Company's cumulative liability to Client, including any attorneys' fees, exceed the amount Client has paid to Company pursuant to this Agreement.
3. Client Cooperation. Client agrees to cooperate fully with Company in its performance of the Client Services pursuant to this Agreement.
4. Information and Content. Client warrants and represents that any information or content provided to Company, in order for Company to perform the services pursuant to this Agreement, will not be defamatory, libelous or illegal or invade any third party's privacy rights and will not infringe on any third party rights, including but not limited to, confidentiality, trade secret, trademark, copyright, or patent.

Indemnification

1. Except to the extent caused by Client's negligence or willful misconduct, Company agrees to defend, indemnify, and hold Client harmless against, and pay the amount of any adverse final judgment (or settlement to which the non-breaching party consents) resulting from Company's breach of this Agreement.
2. Except to the extent caused by Company's negligence or willful misconduct, Client agrees to defend, indemnify, and hold Company

harmless against, and pay the amount of any adverse final judgment (or settlement to which the non-breaching party consents) resulting from Company's breach of this Agreement.

3. The indemnification obligations set forth in this Article shall survive termination of this Agreement.

Notice

Any notice or other communication required under this Agreement shall be deemed sufficiently made on the date of delivery if delivered in person or by overnight commercial courier service with tracking capabilities with costs prepaid, or five (5) days after the date of mailing if sent by certified first class U.S. mail, return receipt requested and postage prepaid, at the address of the parties set forth below or such other address as may be given from time to time under the terms of this notice provision:

Company:

Michelle Raab Writes, LLC: Attention: Michelle Raab, 100 Summerlawn Drive,
Sewickley, Pennsylvania 15143

With a copy to: John J. Edson, Esquire, 100 Hazel Lane, Suite 300, Sewickley, PA
15143.

Miscellaneous Provisions

1. Entire Agreement. This Agreement is a complete and exclusive statement of all the terms and conditions of the agreement among the parties with respect to the subject matter hereof. This Agreement supersedes and terminates any previously existing negotiations, understandings, and agreements that may exist between the parties. This Agreement shall not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties hereto or by any usage of trade.
2. Severability. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken or modified to the minimum extent necessary to make it

enforceable; provided, however, that the intent of the parties when entering into this Agreement is maintained.

3. Assignment. This Agreement and any rights or obligations hereunder shall not be assigned by contract or operation of law without the prior written agreement of both parties except in such case where all or substantially all of the assets or stock of a Party to this Agreement is sold to a third party and such third party agrees in writing to be bound by the terms and conditions of this Agreement.
4. Amendment and Waiver. Except as otherwise expressly provided herein, this Agreement may only be amended or modified in a writing signed by both parties. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights and shall not be deemed a waiver of any right of either Party to insist upon the strict performance of this Agreement.
5. Force Majeure. Except for Client's obligation to pay for services/materials rendered by Company, if either Party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout, or other labor trouble, riot, war, rebellion, accident or other acts of God, then upon written notice to the other Party, the requirements of this Agreement, or the affected provisions hereof to the extent affected, shall be suspended during the period of such disability. During such period, the Party not prevented from complying may seek to have its needs (which would otherwise be met hereunder) met by others without liability hereunder. The Party prevented from complying shall make all reasonable efforts to remove such disability within thirty (30) days of giving such notice.
6. Compliance with Laws. Company and Client shall comply with all applicable laws and regulations with respect to this Agreement.
7. Dispute Resolution. No dispute under this Agreement may be brought before any judicial or quasi-judicial entity unless the Party aggrieved notifies the other Party of the claim and attempts to resolve the dispute as follows ("Dispute Resolution Process"): upon notification of a dispute or claim, a representative(s) of each Party will meet to attempt to resolve the dispute in good faith. Prior to the meeting, the Parties will investigate the circumstances of the dispute.
8. Attorneys' Fees. The prevailing Party in any action that arises out of this Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees.

9. Counterparts. this Agreement may be executed in counterparts. Each of such fully executed counterparts shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Facsimile or electronic (PDF) signatures on and/or such signatures delivered by facsimile or electronic mail with respect to this Agreement shall have the same force and effect, and shall be as binding, as delivery of a manually executed counterpart of this Agreement.
10. Survival. Any obligations and duties contained in this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination and remain in full force and effect.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without regard to the conflict of laws rules and principles thereof). Consultant and Company agree to be subject to the jurisdiction of the state courts of (or sitting in) Allegheny County, Pennsylvania (and all courts taking appeals therefrom) or (in a case involving diversity of citizenship) the United States District Court for the Western District of Pennsylvania (and all courts taking appeals therefrom)
12. Independent Contractor. This Agreement shall not render the Company (or any of its employees) an employee, partner, agent of, or joint venturer with the Client for any purpose. The Company is and will remain an independent contractor in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Company's compensation hereunder.

Community Guidelines

Michelle Raab Marketing, a DBA of Michelle Raab Writes, LLC, is a community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Websites, you agree to comply with these community guidelines (the "Community Guidelines") and that:

- You will comply with all applicable laws in your use of the Websites and will not use the Websites for any unlawful purpose;

- You will not upload, post, email, transmit, or otherwise make available any content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
 - discloses any sensitive information about another person, including that person's email address, postal address, phone number, credit card information, or any similar information.
- You will not "stalk," threaten, or otherwise harass another person;
- You will not spam or use the Websites to engage in any commercial activities;
- If you post any Registered User Content, you will stay on topic;
- You will not access or use the Websites to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Websites;
- You will not use any robot, spider, scraper, or other automated means to access the Websites for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Websites for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;

- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not adhere to these Community Guidelines.

Restrictions

The Websites are only available for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Michelle Raab Marketing and its licensors.

The Website contains material, such as videos, coursework, lesson plans, training modules, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of Michelle Raab Writes, LLC (collectively referred to as the “Content”). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

Visitors may view all publicly-available Content for their own personal, non-commercial use. Registered Users who have purchased any product or service, may download onto their own machines and view any Content contained in such purchased product or service for their own personal, non-commercial use. Other than as expressly set forth in the immediately two prior sentences, you have no other rights in or to the Content (other than your own Registered User Content that you post to the Websites), and you will not use the Content except as permitted under this Agreement. No other use is permitted without the prior written consent of Michelle Raab Writes, LLC. Michelle Raab Writes, LLC retains all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Websites automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Michelle Raab Writes, LLC used and displayed on the Websites are registered and unregistered trademarks or service marks of Michelle Raab Writes, LLC. Other company, product, and service names located on the Websites may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Michelle Raab Writes, LLC

Trademarks, the “Trademarks”). Nothing on the Websites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Michelle Raab Writes, LLC Trademarks inures to our benefit.

Elements of the Websites are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

Registered User Content; Licenses

As noted above, the Websites provides Registered Users the ability to post and upload Registered User Content. You expressly acknowledge and agree that once you submit your Registered User Content for inclusion into the Websites, it will be accessible by others, and that there is no confidentiality or privacy with respect to such Registered User Content, including, without limitation, any personally identifying information that you may make available. YOU, AND NOT MICHELLE RAAB WRITES, LLC, ARE ENTIRELY RESPONSIBLE FOR ALL YOUR REGISTERED USER CONTENT THAT YOU UPLOAD, POST, EMAIL, OR OTHERWISE TRANSMIT VIA THE WEBSITES.

You retain all copyrights and other intellectual property rights in and to your own Registered User Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your Registered User Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised. You also grant us and our sublicensees the right, but not the obligation, to use your Registered User Content, your Sign-In Name, name, likeness, and photograph in connection with any use of the related Registered User Content permitted by the previous sentence and/or to advertise and promote the Websites, Michelle Raab Writes, LLC and our

products and services. Without limiting the foregoing, you acknowledge and agree that uses of your Registered User Content, name, likeness, and photograph permitted by the foregoing rights and licenses may include the display of such Registered User Content, name, likeness, and photograph adjacent to advertising and other material or content, including for profit.

If you submit Registered User Content to us, each such submission constitutes a representation and warranty to Michelle Raab Writes, LLC that such Registered User Content is your original creation (or that you otherwise have the right to provide the Registered User Content), that you have the rights necessary to grant the license to the Registered User Content under the prior paragraph, and that it and its use by Michelle Raab Writes, LLC and its content partners as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates our Community Guidelines.

Communications With Us

Although we encourage you to email us, we do not want you to, and you should not, email us any content that contains confidential information. With respect to all emails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Michelle Raab Marketing.

Michelle Raab Marketing has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Michelle Raab Marketing shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged

to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Michelle Raab Writes, LLC does not, however, guarantee results and disclaims any liability therefor.

Governing Law

These Terms shall be governed and construed in accordance with the laws of United States without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Representations; Warranties; and Indemnification

(a) If you are a Registered User, you hereby represent, warrant, and covenant that:

- You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your Registered User Content and any other works that you incorporate into your Registered User Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;
- Use of your Registered User in the manners contemplated in this Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and
- You shall not submit to the Website any Registered User Content that violates our Community Guidelines set forth above or any other term of this Agreement.

(b) You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Websites; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to

you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

Compliance With Applicable Laws

The Websites are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Websites or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

Digital Millennium Copyright Act

Michelle Raab Writes, LLC respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Michelle Raab Writes, LLC

100 Summerlawn Drive

Sewickley, PA 15143

michelle@michelleraabmarketing.com

If you believe that your work has been copied on the Websites in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the

copyrighted work that has been infringed and the specific location on the Websites where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and email address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Dispute Resolution

No dispute under this Agreement may be brought before any judicial or quasi-judicial entity unless the Party aggrieved notifies the other Party of the claim and attempts to resolve the dispute as follows ("Dispute Resolution Process"): upon notification of a dispute or claim, a representative(s) of each Party will meet to attempt to resolve the dispute in good faith. Prior to the meeting, the Parties will investigate the circumstances of the dispute.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us at michelle@michelleraabmarketing.com.

