

This document is a contract template created by M. Zane {+} Associates Professional Company, doing business as MZA Legal. It is a tool for creating easy to use contracts. We are providing this template to make it simpler and more affordable for new entrepreneurs to create contracts. Our hope is that it will help new entrepreneurs manage risk, avoid litigation, and build better relationships with their customers and business partners.

**DISCLAIMER:** MZA LEGAL MAKES NO WARRANTIES OR GUARANTEES THAT THIS TEMPLATE IS THE RIGHT TOOL FOR YOU. THIS TEMPLATE IS DRAFTED TO FIT A BROAD RANGE OF CIRCUMSTANCES. AS A RESULT, IT MAY LACK SPECIFIC TERMS THAT WOULD BE BENEFICIAL TO YOUR BUSINESS AND IT MAY CONTAIN TERMS THAT DO NOT BENEFIT YOUR BUSINESS. MZA LEGAL IS NOT RESPONSIBLE FOR ANY DIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES THAT MAY RESULT FROM YOUR USE OF THIS TEMPLATE.

TO MAKE SURE THIS TEMPLATE IS RIGHT FOR YOU (1) READ THE ENTIRE TEMPLATE BEFORE USING, (2) SPEAK WITH AN ATTORNEY BEFORE FINALIZING THE TEMPLATE, AND (3) DO NOT USE THIS TEMPLATE IF YOU DO NOT UNDERSTAND HOW IT MAY IMPACT THE RISKS ASSOCIATED WITH YOUR BUSINESS.

NOTHING CONTAINED WITHIN THIS DOCUMENT IS LEGAL ADVICE. FOR LEGAL ADVICE, CONTACT AND SPEAK DIRECTLY WITH A LICENSED ATTORNEY. YOUR USE OF THIS DOCUMENT DOES NOT MAKE YOU A CLIENT OF MZA LEGAL.

**USE OF THIS DOCUMENT CONSTITUTES ACCEPTANCE OF THIS DISCLAIMER. DO NOT USE THIS DOCUMENT IF YOU DO NOT AGREE WITH ANY OF THE STATEMENTS ABOVE.**

For more information, or if you would like to work with one of our attorneys to review your agreement, please contact us at [hello@mza.legal](mailto:hello@mza.legal).



## **Website Terms and Conditions**

Thank you for visiting! Access to Keenemac.com and all of the accompanying webpages under this domain name (the “Site”) is a service provided by Keene Mass Appraisal Consulting (the “Company”). The following Website Terms and Conditions (the “Agreement”) describe your rights and obligations as a visitor to the Site. When used in this agreement, the terms “we”, “us” and “our” refer to the Company.

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ CAREFULLY. BY ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS THAT FOLLOW. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS THE SITE.

**Website Terms and Conditions Effective as of August 5 2022.**

### **Definitions**

“Content” – data, software, documentation, images, words, text, graphics, logos, audio, video, and any other material comprising the Site.

“Inappropriate Content” – content that depicts or describes sexually explicit acts or obscenity, disparages identifiable groups of people, defames third parties, depicts real or simulated violence, or contains threats of violence.

### **General Terms**

1) We may update this Agreement at any time. You agree that each visit you make to this Site will be subject to the terms and conditions posted at that time. Your ongoing use of the Site confirms your agreement with our Website Terms and Conditions.

2) By accessing the Site, you agree to the following:

- (a) you have reached the age of majority under the laws of your principality;
- (b) you have not been judged legally incompetent;
- (c) any information you provide through the Site is true, accurate and complete to the best of your knowledge;
- (d) you will not go around any of the security features of the Site;
- (e) you will not attempt to add any malicious code to the Site;
- (f) you will not post Inappropriate Content or send Inappropriate Content through the Site;
- (g) you will not use the Site for any illegal or unauthorized purpose;
- (h) your acceptance of the terms of this Agreement does not conflict with any applicable law or contractual obligation; and
- (i) you will follow all other terms and conditions contained in this Agreement.

3) We may deny you access to the Site at any time if we believe you have violated the terms of this Agreement.

4) The Site may contain links to other websites that we do not operate. The fact that a link is on our Site does not mean that we endorse or sponsor the content on that website. We are not responsible for the content of other websites. **YOU RELEASE US FROM LIABILITY FOR ANY DAMAGES THAT MAY RESULT FROM YOUR USE OF OTHER WEBSITES.**

#### **Disclaimer of Warranties and Limited Liability**

5) Site Content is provided for informational and entertainment purposes only. The Site is not intended to provide any professional advice. You agree to consult directly with a professional before acting based on any information on this Site.

6) You agree that before acting based on any information found on our Site, you have an obligation to investigate it for accuracy. **YOU RELEASE US FROM LIABILITY FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, THAT RESULT FROM ERRORS, OMISSIONS OR DISCREPANCIES IN THE SITE'S CONTENT.**

7) The Site's Content is provided "as is". **WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, OR NON-INFRINGEMENT OF THE SITE'S CONTENT.**

8) **WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. THIS INCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT WARRANT OR REPRESENT THAT:**

- (a) **THE SITE WILL MEET YOUR NEEDS;**
- (b) **YOUR ACCESS TO THE SITE WILL BE UNINTERRUPTED, SECURE, AND FREE FROM DEFECT AND MALICIOUS SOFTWARE; OR**
- (c) **KNOWN DEFECTS WILL BE FIXED IN A TIMELY MANNER.**

9) **YOU AGREE TO HOLD US HARMLESS FOR ANY INJURY OR DAMAGES, BOTH DIRECT AND INDIRECT, THAT MAY RESULT FROM YOUR USE, OR INABILITY TO USE, THE SITE AND ITS CONTENT, WHETHER SUCH CLAIMS ARE OF A CONTRACTUAL OR TORTIOUS NATURE.**

10) **APPLICABLE LAW MAY LIMIT OUR RIGHT TO DISCLAIM CERTAIN WARRANTIES OR LIMIT LIABILITY FOR CERTAIN CLAIMS. YOU AGREE THAT IN ANY EVENT, OUR TOTAL LIABILITY TO YOU FOR DAMAGES OF ANY NATURE SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID FOR ACCESSING THE SITE.**

#### **Indemnity**

11) You agree to hold harmless, defend, and indemnify the Company and our directors, employees and agents from any third-party claims arising from or related to:

- (a) your use of the Site;
- (b) libelous, slanderous, or other tortious statements made or republished by you using the Site; or
- (c) your negligent, reckless, purposeful or otherwise tortious behavior using our Site.

### **Intellectual Property Rights**

12) Site Content may be subject to copyright, trademark, service mark, or patent protection. Use of the Site does not grant you permission to print, copy, download, reproduce, display, or distribute the Site's Content.

13) Use of Site Content for commercial purposes without our written permission is prohibited.

14) If material appears on the Site in a manner that you believe violates your rights, please notify us using the contact information at the end of this Agreement. When reaching out, please provide the following information:

- (a) a copy or description of the material;
- (b) the web address where the material has been published on our Site;
- (c) evidence of the material's prior creation or publication;
- (d) a statement detailing why you believe our use of the material is unauthorized; and
- (e) your contact information (address, telephone number, and email address).

### **Terms of Purchase**

15) Workshops. We offer visitors the ability to purchase tickets to virtual workshops through our Site. In addition to the general terms contained in this Agreement, workshop tickets purchased through our Site or through third-parties are subject to the following terms:

- (a) After you have placed your order and paid the applicable fee, you will receive an email confirming your order and providing information about how to access the workshop. You must make payment electronically at the time of purchase in order to complete your order. By submitting an order, you authorize us to use the information you provide to request and receive payment for your order. You expressly agree not to request a 'charge back' for any payment. Furthermore, you agree to address any dispute or refund request related to your order by first contacting us directly, and that no such dispute or request may be raised with or adjudicated by your credit card company. All refund requests shall be handled in accordance with our refund policy below.
- (b) Workshop descriptions will be posted on our Site to provide information on the potential content of each workshop. Workshops are provided for informational purposes only. IN REGARD TO THE CONTENT OF OUR WORKSHOPS, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE ARE NOT

LEGALLY RESPONSIBLE FOR THE CONSEQUENCE OF ANY DECISION THAT YOU TAKE BASED ON INFORMATION RECEIVED DURING OUR WORKSHOPS.

(c) Refund Policy: Refunds will be issued if you are unable to attend a live session. In the event that workshops require attendance on multiple dates or over multiple sessions, partial refunds will be issued for any dates or sessions missed. Refunds will be pro-rated based on the hours missed expressed as a percentage of the total hours of the workshop. Refunds for online workshops purchased may be given at the discretion of the Company. Contact [kevin@keenemac.com](mailto:kevin@keenemac.com) to request a refund for an online workshop.

(d) If a workshop is cancelled or rescheduled: a refund will be issued at the time of cancellation.

(e) You shall not copy, distribute or reproduce any of the content provided during a workshop without our express written permission.

(f) Your participation in our workshops does not make you our client. You are not considered a client unless or until an engagement agreement has been signed and executed between you and the Company.

(g) Any information you provide during a workshop is not confidential. We are not responsible for any injuries or damages that may occur due to your disclosure of information during a workshop.

(h) It is your sole responsibility to ensure that you have access to the proper technology to view the workshop. No refunds will be issued based on your inability to attend a workshop because you do not have the proper technology.

(i) Any information provided to us during the purchase process, shall be handled in accordance with our Privacy Policy.

## Privacy Policy

16) You agree that any of your personal information that is collected or provided through our Site is subject to our Privacy Policy.

17) You can view our Privacy Policy here: \_\_\_\_\_.

## Miscellaneous

18) You agree that we do not waive our right to enforce the terms of this Agreement by failing to insist on the performance of any obligation. Your breach of this Agreement may only be waived expressly. Unless otherwise stated, a one-time waiver is not considered a waiver of further breach of the same term.

19) If any portion of this Agreement is determined to be invalid, the remaining portions shall remain in full force and effect.

20) This Agreement is controlled by Pennsylvania state law. Any legal action arising from or related to this Agreement must be filed in a state court located in Philadelphia Pennsylvania. You hereby submit to the jurisdiction of said courts.

21) This Agreement does not create any third-party rights or obligations.

22) This Agreement is the complete and fully integrated agreement between you and the Company regarding your use of the Site. Any prior understanding or representations of any kind are not binding upon either party except to the extent they have been expressly included in this Agreement.

### **Contact Us**

If you have questions or concerns about this Agreement, please contact us at:

Company name: Keene Mass Appraisal Consulting

Company address: 6934 Cresheim Rd, Philadelphia, Pennsylvania 19119

Company phone number: 267.307.6071

Company email address: [Kevin@keenemac.com](mailto:Kevin@keenemac.com)