

Terms and Conditions

Effective Date: 9/1/2024

PLEASE READ THIS DOCUMENT CAREFULLY, AS THE TERMS CONTAINED HEREIN MAY AFFECT YOUR LEGAL RIGHTS. THESE TERMS CONTAIN A MANDATORY ARBITRATION CLAUSE.

General

Do's and Don'ts of Divorce ("Company," "we," "us," or "our") owns and operates www.dosanddontsofdivorce.com ("Site"). We are pleased to provide you with access to our Site as well as access to and use of our products, services, free or paid content, and any other current or future online offerings (collectively, "Services").

These Terms and Conditions ("Terms") and our Privacy Policy govern your access and use of the Site and Services and constitute a legally binding agreement between you and Company.

BY ACCESSING OR USING THE SITE OR SERVICES, YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS, OUR PRIVACY POLICY, AND ANY AMENDMENTS THERETO. IF YOU DO NOT ACCEPT THE TERMS, DO NOT ACCESS OR USE THE SITE OR SERVICES.

We reserve the right to unilaterally amend these Terms without notice at any time. Your continued use of the Site or Services constitutes acceptance of any amendments. We recommend you periodically review our Terms for updates. Additional terms and conditions may apply to certain products, services, sweepstakes or contests, or memberships that may be offered from time to time, and such terms will be provided to you at the time of purchase or entry.

User Eligibility

The Site is intended only for use by persons 18 years of age or older and residing in the United States. Although the Site and Services may be applicable in other countries, we make no warranty or representations that the Site or Services are appropriate for access or use outside of the United States. If you access or use the Site or Services from outside the United States, you do so at your own risk.

Privacy Policy

We understand your privacy is important and have adopted a Privacy Policy to explain how we collect, use, share, and safeguard the information we collect from you. Our Privacy Policy forms a part of these Terms. Please review our Privacy Policy for more information.

[Privacy Policy](#)

Disclaimer

We provide content designed for educational and informational purposes only. Use of any such content or any of our products or services is solely at your own risk. Our Disclaimer forms a part of these Terms. Please review our complete Disclaimer for more information.

User Content

We permit you to submit content to us ("User Content"). User Content refers to any and all information and content that you submit to us by any means, including through the Site, social media, email, or other methods. You warrant that you own or have the appropriate licenses or permissions to use any User Content you submit and that your User Content does not infringe another's copyrights or other intellectual property rights, privacy rights, or publicity rights. You are solely responsible for your User Content and assume all risks associated therewith. We reserve the right to remove any User Content at our sole discretion, at any time, and without notice to you.

By submitting User Content, you automatically grant to us a perpetual, irrevocable, royalty-free, fully paid, nonexclusive, worldwide license to publish, adapt, modify, reproduce, distribute, publicly perform and display, prepare derivative works of, incorporate into other works, and otherwise use your User Content, on our Site, social media, or for other purposes, without notice or compensation to you and at our sole discretion. You acknowledge and agree that we may publish your User Content or testimonial along with your name, voice, likeness, website, video, or other information. You agree to irrevocably waive any attribution or claims of publicity with respect to your User Content.

Prohibited Uses; Termination

You agree not to collect, upload, distribute, transmit, or display, any User Content that (i) violates, infringes, or misappropriates any third-party right, including any intellectual property rights; (ii) violates any applicable law or regulation or would support a claim for civil liability; (iii) is false, deceptive, or misleading; or (iv) is defamatory, harassing,

obscene, offensive, profane, hateful, racist, discriminatory, vulgar, violent, threatening, tortious, libelous, or exploits minors.

You further agree not to (i) send unsolicited or unauthorized advertising, spam, or junk mail; (ii) upload or transmit any computer viruses, spyware, or malware; (iii) attempt to access non-public portions of the Site or otherwise interfere with or disrupt the Site; (iv) interfere with another individual's access and use of the Site.

We are not obligated to monitor anyone's access or use of the Site. However, we reserve the right to review any User Content and, at our sole discretion, take appropriate action against any user who violates these Terms or poses a liability to us. You may be liable for damages resulting from a violation of these Terms.

You understand and agree that we may terminate your access to our Site or Services at our sole discretion, at any time, and without notice to you. The following sections of these Terms survive any termination: Disclaimer of Warranties, Limitation of Liability, and Governing Law and Jurisdiction.

Third-Party Links; Affiliate Marketing Disclosure

Our Site and Services may contain links to third-party websites. You understand and agree that we do not control such third-party websites or content contained therein and are not responsible for any liability related to your use of those websites or content. We provide these links for your convenience and do not endorse, monitor, or make any representations with respect to third-party websites unless otherwise stated. Third-party websites are governed by their own privacy policies and terms and conditions.

We participate in affiliate marketing programs. We publish affiliate links, which connect you to third-party websites where you can purchase products and services that complement our content and Services. These links may appear on our Site or within our emails, Services, Digital Products (defined below), or other content we provide. We may receive commissions or other benefits on purchases you make through such links. We do not publish affiliate links for or recommend products or services that we have not personally used or investigated. We are a participant in the Amazon Services LLC Associate Program and earn commissions on purchases you make through our Site's links to Amazon.com

Sale of Products or Services

We sell courses and other educational materials through our Site. You must pay for the product or service in full at the time you place your order unless otherwise specified. We use a third-party payment processor for all orders. Please refer to our Privacy Policy for details.

All products, services, and prices are subject to change without notice. The prices posted may not include applicable taxes or shipping charges. In addition, graphics may not accurately depict the actual product. We reserve the right to cancel any order made based upon an error in pricing, product description, or service description. In addition, we reserve the right to refuse to sell you a product or service for any lawful reason.

Limited License to Use Digital Products; Resale Prohibited

We may sell or provide free templates, e-books, courses, or other digital material ("Digital Products"). We retain ownership of all intellectual property rights related to our Digital Products. Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, and non-transferable license to access, download, and print the Digital Products for your educational, personal, and non-commercial use. Except as expressly permitted in these Terms or otherwise in writing, you shall not: (i) reproduce, redistribute, sell, transfer, sub-license, or assign your rights to the Digital Products; (ii) create derivative works of the Digital Products; (iii) remove any proprietary or source-identifying marks from the Digital Products, or (iv) disassemble, decompile, or reverse engineer the Digital Products. Any rights not expressly granted in these Terms are reserved.

By accessing or using any of our Digital Products, you represent and warrant that you will use the product for your own personal, non-commercial use only. Resale or transfer to a third party is expressly prohibited.

Memberships

As part of our Services, we offer a reoccurring membership to Do's and Don'ts of Divorce (the "Membership"). To register for a Membership, you must provide us with complete and accurate information as requested. Services offered through the Membership and prices are subject to change. Individuals who have a Membership will be notified by email of any changes to the Membership.

You will be charged the same day each month according to the initial day you signed up until you terminate your Membership. Your Membership may be canceled or suspended if you do not keep your payment information current.

If you no longer wish to continue your membership, you can cancel it within 48 business hours of your monthly billing date in order to stop the charges for coming month. You may terminate your Membership by contacting us at hello@dosanddontsofdivorce.com

Refunds

You acknowledge that all product and service sales are final and non-refundable.

Intellectual Property

We own all intellectual property rights with respect to our Site, Digital Products, and Services, including but not limited to the text, images, videos, trademarks, service marks, and design contained therein (collectively “Intellectual Property”). We retain ownership of all such intellectual property rights. Our Intellectual Property is protected by copyright, trademark, trade secret, patent, or other intellectual property laws or proprietary rights. Using, copying, republishing, posting, downloading, or modifying our content, trademarks or service marks without our prior written permission is strictly prohibited. We will take any legal action necessary to protect and enforce our Intellectual Property rights.

Copyright Infringement

We respect the intellectual property of others and specifically prohibit posting any content that infringes on another’s intellectual property rights. We comply with the Digital Millennium Copyright Act (“DMCA”) and will review notices of alleged infringement and take appropriate action. If you believe User Content posted on the Site infringes upon your copyrights or other intellectual property rights and you wish to have it removed or disabled, please email us at hello@dosanddontsofdivorce.com and provide the following information:

- (i) a physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property interest;
- (ii) a description of the copyrighted work (or trademark) claimed to have been infringed;
- (iii) identification of the claimed infringing material that is to be removed or disabled;
- (iv) your contact information, including your name, address, telephone number, and email address;
- (v) a statement that you have a good faith belief that use of the material is not authorized by the copyright (or trademark) owner, its agent, or the law; and
- (vi) a statement, under penalty of perjury, that the information in your notice is accurate and that you are authorized to act on behalf of the owner of the intellectual property.

Pursuant to 17 U.S.C. § 512(c), you must provide each of the items above in writing. Upon receipt of your complete notification, we will respond as expeditiously as possible to remove or disable the material.

Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THEREFORE, YOU ACCESS AND USE THE SITE AND SERVICES AT YOUR OWN RISK.

WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PURPOSE, AND ANY OTHER WARRANTY THAT MIGHT ARISE UNDER ANY LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE: WILL BE ACCURATE, COMPLETE, OR RELIABLE; WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS; WILL MEET YOUR PERSONAL OR PROFESSIONAL NEEDS; WILL BE SUITABLE FOR ALL USERS; OR WILL BE AVAILABLE FOR ANY LENGTH OF TIME.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, GOODWILL, OR SERVICE; INTERRUPTION; ECONOMIC LOSSES; INABILITY TO USE THE SERVICES; OR OTHER INTANGIBLE LOSSES ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH US OR YOUR USE OF THE SITE OR SERVICES.

Indemnity

You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, employees, agents, licensors, and service providers, from and against all claims, liabilities, demands, damages, and losses, including the cost of attorneys’ fees, that arise out of your use of the Site or Services, User Content submitted by you or on your behalf, or your violation of these Terms.

Force Majeur

We shall not be liable for any failure or delay in performance under these Terms if the failure or delay is due to causes or circumstances beyond our reasonable control, including but not limited to acts of God, fire, flood, earthquake, explosion, accident, riots or civil unrest, war, terrorist act, epidemic or pandemic, breakdown of communication

facilities or internet service, governmental acts or omissions, changes in laws or regulations, strikes or labor disputes, or lack of availability of suitable materials.

Arbitration Agreement

In the event of a dispute, you expressly waive any right to a jury trial, and you agree to submit to individual, confidential, and binding arbitration in Nashville, Tn. The arbitration will be administered in compliance with JAMS/American Arbitration Association. You and Company shall agree on one arbitrator to conduct the arbitration, or, if an agreement cannot be reached, the arbitrator will be selected in accordance with the applicable arbitration rules. Each party shall be responsible for its own attorney fees, unless otherwise determined by the arbitrator. In the event arbitration is not permitted by applicable law, refer to the section entitled "Governing Law and Jurisdiction."

Exceptions. Either you or Company may assert qualifying claims in small claims court in Williamson County, TN. Either you or Company may bring a lawsuit for intellectual priority infringement or injunctive relief to stop unauthorized use.

Opt Out. You can opt out of arbitration by contacting us within thirty (30) days from the date that you initially accepted these Terms. To opt out, you must notify us in writing at hello@dosanddontsofdivorce.com

Governing Law and Jurisdiction

These Terms and any dispute arising between you and Company shall be governed by the laws of the State of Tennessee in the United States, without regard to principles of conflicts of law. For disputes where arbitration is not required, the state and federal courts located in Williamson County, TN in the United States will have exclusive jurisdiction, and you consent to the jurisdiction of those courts.

Severability and Waiver

If any provision of these terms is found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from these Terms and the remaining provisions will continue in full force and effect. Any failure or delay in our exercising a right hereunder shall not waive further exercise of that right, and the waiver of any such right will only be effective if in writing and does not constitute a further or continuing waiver of that right.

Entire Agreement

These Terms incorporate our Privacy Policy by reference. These Terms represent the entire agreement between Company and you regarding the Site or Service and supersede all prior agreements, representations, and warranties, whether written or oral.

Contact

If you have questions, comments, complaints, or legal notices please contact us at hello@dosanddontsofdivorce.com