

## TERMS & CONDITIONS

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

### 1. EFFECTIVE DATE

This Agreement was last updated on January 14, 2016.

### 2. ACCEPTANCE OF TERMS

The [www.MargaretRomero.com](http://www.MargaretRomero.com) website (the "Site") is provided by Romero Media LLC. By using our Site, you agree to be bound by these Terms of Use (the "Agreement"). We encourage you to periodically review these Terms of Use. If you do not agree to these Terms of Use, please do not use this Site.

### 3. CHANGES IN TERMS OF USE

This Agreement outlines the legally binding terms for your use of the Site. We reserve the right to modify this Agreement from time to time, for any reason, without notice and such modifications will be made available on our Site. Use of our Site constitutes (1) acknowledgement by you of our modifications, and (2) an agreement by you to abide and be bound by this Agreement and its modifications. You may identify whether we have revised this Agreement by the Effective Date listed in Section 1 above.

### 4. USER CONDUCT AND RESPONSIBILITIES

You are responsible for obtaining access to the Site and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Site.

Your use of the Site is subject to all applicable local, state, national and international laws and regulations.

### 5. SITE CONTENT

All content on the Site, including but not limited to data, results, designs, text, graphics, pictures, video, information, software, blog posts, blog comments, courses, ebooks, books, articles, webinars, teleseminars, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of MargaretRomero.com or its licensors with all rights reserved. You are granted a limited license to access and use the Site and to download or print a copy of any portion of the Site Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except as permitted herein, no Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without prior written permission from Romero Media LLC. Nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by implication or otherwise.

### 6. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site ("Submissions"), provided by you to by MargaretRomero.com are non-confidential and shall become the sole property of MargaretRomero.com and shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## 7. PRIVACY POLICY

We care about the privacy of our users. Use of the Site is governed by our Privacy Policy.

## 8. COPYRIGHTS AND TRADEMARKS

All contents on the Site are: Copyright © 2014 Romero Media LLC, or its partners. All rights reserved. From Lupus to Living and the logo are trademarks of Romero Media LLC. All other trademarks are property of their respective companies. All trademarks and registered trademarks are protected by US and international trademark laws.

## 9. NOTICE

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. MargaretRomero.com may broadcast notices or messages through its website to inform you of changes to this Agreement, the Site, or other matters of importance. Such broadcasts shall constitute notice to you.

## 10. DISCLAIMERS

You expressly understand and agree that:

- The site, and all content included in the site are provided “as is,” with no warranties whatsoever.
- Except as expressly set forth on our site, and its licensors disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.
- Margaretromero.com and its licensors make no warranty or representation regarding (i) the results that may be obtained from the use of the site or products offered through the site, (ii) the currency, accuracy, quality, content, completeness, legality, operability, availability or reliability of any information obtained through the site, or (iii) that the site will meet any of your requirements, be uninterrupted, timely, secure or error free.
- Use of the site is at your sole risk. Any material and/or data downloaded or otherwise obtained through the use of the site is at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.
- No advice or information, whether oral or written, obtained by you from margaretromero.Com or through the site shall create any warranty not expressly made herein.

## 11. LIMITATION OF LIABILITY

Under no circumstances shall margaretromero.com or its licensors be liable to you for any direct, indirect, incidental, consequential, special, exemplary, and punitive damages arising from any claim relating to this agreement or the subject matter hereof whether such claim is based on warranty, contract, tort (including negligence), or otherwise, (even if margaretromero.com or its licensors have been advised of the possibility of such damages). Such limitation of liability shall apply, without limitation, whether the damages arise from any product or service offered through the site, use or misuse of and reliance on the site, from inability to use the site, or from the interruption, suspension, or termination of the site (including such damages incurred by third parties). This limitation shall also apply, without limitation, to the costs of procurement of substitute goods or services, lost profits, or lost data. Such limitation shall further apply with respect to the performance or non-

performance of the site or any information that appears on, or is linked or related in any way to, the site. Such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

## 12. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

## 13. INDEMNITY

You agree to indemnify and hold MargaretRomero.com, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your use of the Site or any violation of this Agreement or of any law or the rights of any third party.

## 14. MISCELLANEOUS

**ENTIRE AGREEMENT.** These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

### **HEADINGS, TITLES.**

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

**WAIVER AND SEVERABILITY OF TERMS.** The failure of Romero Media LLC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Romero Media LLC. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

**PASSWORDS:** To use certain features of this MargaretRomero.com, you will need a username and password, which you will receive the Site's registration process. You are responsible for maintaining the confidentiality of the password and account and are responsible for all the activities that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

**SOCIAL MEDIA:** a platform for internet users to disclose much personal information about themselves, if not proper and expected. You are cautioned against carelessly disclosing information. This Site include a variety of features, such as comment fields, email services and other features that allow users to communicate with others. Responsibility for what is posted on public posting areas is your responsibility alone. We do not control the messages, information, that you or others may provide through the Site. You may provide links to our website, provided you do not change, remove, or obscure the copyright notice or other notices on our website. Your website or other source of links must not engage in illegal or pornographic activities.

You acknowledge that any reliance on material posted by other users of our website will be at your own risk. You will not gain unauthorized access to the Site or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means. You will not use the Site to advertise or solicit anyone to buy or sell products or services, without our written approval.

The MargaretRomero.com website does not necessarily screen all communications in advance and is not responsible for screening or monitoring material posted by users of our website. If observed by our website and/or notified by a user of communications which allegedly do not conform to this agreement, our website may investigate the allegation and its sole discretion whether to remove or request the removal of the communication. Our website has no liability or responsibility to users of our website for performance of such activities. Our website reserves the right to expel users of our website and prevent their further access to our website for violating this agreement or any law or regulation, and also reserves the right to remove communications which are abusive, illegal, or disruptive.

**ONLINE COMMERCE:** Certain areas of MargaretRomero.com may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on MargaretRomero.com or a site linked to by MargaretRomero.com, the information obtained during your visit to the online store and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. In addition, when you purchase products or services on or through MargaretRomero.com, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any product or services made available by third parties through MargaretRomero.com. You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You also agree to not make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a third party purchase, you have obtained the consent of such third party to provide such third party personal information.

**REFUND POLICY:** I do not offer refunds on programs or courses that can be downloaded and viewed.

**STATUTE OF LIMITATIONS.** You and Romero Media LLC agree that any cause of action arising out of or related to this service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Some jurisdictions may prohibit the shortening of the time period in which a cause of action must be brought. In all such jurisdictions, the applicable time period shall be the minimum allowed by law.

**CHOICE OF LAW AND FORUM.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, excluding its conflict of law provisions. You and Romero Media LLC agree to submit to the exclusive jurisdiction of the courts of the State of Connecticut.