

## Terms & Conditions- (Yes, that information we all must disclose)

Use of this [fabwomen.me](http://fabwomen.me) (hereinafter “website” or “site”), including all materials presented herein and all online services (the "Service") provided by **FABWOMEN** (hereinafter “Company”, “we”, “us”) are subject to the following Terms and Conditions. These terms and conditions apply to all site visitors, customers and all other users of the site (hereinafter "you" "your"). By using this website and/or ordering a product or service from the site, you accept these terms and conditions in full and acknowledge reading them. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

### Use of the Site and Service

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions. Children under the age of 18 are prohibited from using the Site.

Information provided on the Site related to small business management, marketing and other information are subject to change. We make no representation or warranty that the information provided, regardless of its source (the “Content”), is accurate, complete, reliable, current or error-free. **FABWOMEN** disclaims all liability for any inaccuracy, error or incompleteness in the Content.

### Acceptable Use

You may use the Site and Services for lawful purposes only. You must not use this website in any way that is illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas,

recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

You must not use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootlet or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this.

You must not use the Site to transmit or send unsolicited commercial communications. You must not use the Site for any purpose related to marketing.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only.

### Account Creation

In order to use the Service, you are required to provide information about yourself including your name, email address, username and password and other personal information. You agree that any registration information you give to **FABWOMEN** will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

### Refusal of Service

The Services are offered subject to our acceptance of your order. We reserve the right to refuse service or restrict access to areas of this website, or indeed to this entire website, to any order, person or entity, without the obligation to assign reason for doing so. No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Site or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

## No Warranties

The information, products and services offered on or through this website and any third-party sites are provided "AS IS" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Site or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of this site, including bulletin boards, or the servers that make it available, are free of viruses or other harmful components.

We do not warrant or make any representations regarding the use or the results of the use of the Site or materials on this Site or on third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

## No Professional Advice

The information contained in or made available through our Site (including but not limited to information contained on videos, message boards, comments, on discovery calls, in emails, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including but not limited to, financial, medical, psychological, or legal matters.

## Third Party Resources

The Site contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with **FABWOMEN**. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## Intellectual Property

Unless otherwise stated, we own the intellectual property rights in the Site and material on the Site, including trademarks, trade dress, copyrights, proprietary information and other intellectual property. You may view, download for caching purposes only, and print pages from the Site for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or Service content, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

### Intellectual Property Rights to Your Materials

We claim no intellectual property rights over the material you supply to this website. You retain copyright and any other rights you may rightfully hold in any content which you submit through the Service. Content you submit to us, remains yours to the extent that you have any legal claims therein. By submitting an order, you agree to hold company harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you.

### Materials You Submit to the Site

You shall not upload, post or otherwise make available on the Site any artwork, photos or other materials protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right. The burden of determining that any materials are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all materials submitted by you to this website, you automatically represent or warrant that you have the authority to use and distribute the materials, and that the use or display of the materials will not violate any laws, rules, regulations or rights of third parties.

## Limitations Of Liability

You agree that under no circumstances shall Company be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website. Additionally, the Company is not liable for damages in connection with (i) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure; (ii) any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data; or (iii) third party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort or any other theory of legal liability.

These limitations of liability apply even if **FABWOMEN** has been expressly advised of the possibility of or could have foreseen the potential loss.

## Unenforceable Provisions

If any term, provision, covenant or condition of this Agreement is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Agreement. The rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## Governing Law; Venue; Mediation

This Agreement shall be governed by, the laws of the Commonwealth of Virginia as applied to contracts that are executed and performed entirely in Virginia. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be **Chesterfield County, Virginia**. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.