

# Terms and Conditions

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## 2. PAYMENT.

You may purchase licenses to certain Products through a one-time payment or in monthly instalments, as specified on the Site. When you make a purchase, you authorize us to charge the credit or debit card you provide on a one-time or monthly basis, depending on which payment plan you elect.

## 3. REFUNDS.

If you are not satisfied with a Product that you purchased, you are eligible for a full refund of amounts paid for that Product, provided that you: email us no later than thirty (30) days following the date of purchase, requesting a refund, stating the reason for your request, and documenting that you completed any worksheets provided in connection with the Product. Notwithstanding the foregoing, certain Product purchases may not be eligible for refund, or might be subject to satisfaction of additional or different criteria, if and to the extent we so provide on the applicable Site(s). If you receive a refund for a Product, you will have no further right to use that Product. We will have the sole discretion to determine whether you satisfy the eligibility criteria for a refund. For the avoidance of doubt, unless you are eligible to receive a refund, as provided herein, your obligation to continue to make all monthly payments with respect to a purchase shall remain in effect, notwithstanding the cancellation or termination of the applicable license for such Product.

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#### **5. YOUR CONDUCT.**

You agree that you will not:

- (i) use the Services in a manner that (a) violates any applicable international, federal, state or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities; (b) is fraudulent, deceptive or misleading; (c) is threatening, harassing, discriminatory, libelous, defamatory, pornographic or obscene; (d) violates anyone’s rights of privacy, publicity or other rights; (e) violates any contractual or fiduciary obligations; (f) infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, “Intellectual Property Rights”); (g) has an adverse effect on our business, reputation or (ability to provide Services; or (h) would otherwise be reasonably deemed objectionable under the circumstances;
- (ii) violate any program guidelines applicable to use of particular Products or interfere with, impair or disrupt the ability of others to use such Products;
- (iii) use the Services so as to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;
- (iv) violate or attempt to violate the security of the Services;
- (v) reverse engineer, decompile or disassemble any portion of the Services;
- (vi) “scrape” information from the Services by automated means;
- (i) interfere with the ability of others permit any unauthorized access to or use of any Products that you have licensed or to any password applicable to your account for the Services;
- (vii) use, redistribute or resell any of the Products or other content of the Services, other than such unremunerated sharing via social media as may be authorized on the Services or otherwise in writing by us; or

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As between you and us, we own the Services, including the Products, and any and all graphics, photographs, images, artwork, text, fonts, software and other technology, and the contents, design, layout, functions, appearance and other intellectual property, comprising the Services. The foregoing ownership rights include all Intellectual Property Rights inherent in or appurtenant to the Services. Without limitation of the foregoing, the Services contain proprietary material of Get Savvy/Get On Top which is protected by copyright and other laws respecting proprietary rights. The

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## **7. REPRESENTATIONS AND WARRANTIES.**

You represent and warrant: (a) that you own all Intellectual Property Rights in Your Content and have the right to provide Your Content via the Services for use as contemplated herein, and (b) that you are at least eighteen (18) years old.

## **8. INDEMNITY.**

You agree to indemnify, defend and hold harmless Get Savvy/Get On Top and its affiliates, and all officers, directors, owners, agents, or licensors thereof (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities and costs, including reasonable attorneys’ fees, sustained by the Indemnified Parties in connection with any claim arising out of Your Content, your use of our Products, or any breach by you or any user of your account of these Terms. You shall cooperate as fully as reasonably required in the defense of any such claim. Get Savvy/Get On Top reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

## **9. DISCLAIMERS; LIMITATIONS OF LIABILITY.**

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(e) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. THERE IS NO GUARANTEE THAT YOU WILL EARN ANY MONEY OR ACHIEVE ANY PARTICULAR RESULTS USING THE TECHNIQUES AND IDEAS PROVIDED IN CONNECTION WITH THE SERVICES. ALL INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES IS INTENDED FOR EDUCATIONAL PURPOSES ONLY, FOR A GENERAL AUDIENCE, AND NOT AS SPECIFIC ADVICE TAILORED FOR AN INDIVIDUAL OR BUSINESS. NONE OF THE INFORMATION

PROVIDED IN CONNECTION WITH THE SERVICES SHALL BE CONSTRUED TO CONSTITUTE MEDICAL, PSYCHOLOGICAL, FINANCIAL OR , ACCOUNTING, LEGAL OR OTHER PROFESSIONAL ADVICE; WE URGE YOU TO SEECONSULT WITH AN APPROPRIATE LICENSED PROFESSIONAL IF YOU SEEK ANY SUCH ADVICE.

#### **10. LAW; JURISDICTION.**

These Terms shall be governed by the laws of the United States of America and the State of New York, without regard to conflict of laws rules. YOU AND WE AGREE THAT ANY ACTION OR DISPUTE BETWEEN US WILL BE RESOLVED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, IN THE STATE OF NEW YORK.

#### **11. PRIVACY.**

Your use of the Services is subject to our privacy policy, which is incorporated into these Terms. By using any of the Services, you acknowledge and consent to Get Savvy/Get On Top' collection and use of information as set forth in the privacy policy.

#### **12. CHANGES.**

We may modify these Terms at any time by posting changes on the Sites; however, (i) these changes will only become effective and binding with respect to you after we provide notice on the Sites that these Terms have changed and you first use any of the Services following the date of such posting, (ii) the changes will only apply with respect to your use of the Services after such changes become effective, and (iii) any change in payment obligations will only apply to your subsequent purchases on, or usage of, the Services. If at any time you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Services.

#### **13. DIGITAL MILLENNIUM COPYRIGHT ACT.**

If you believe that any of the Services contain content that infringes on your copyright, please forward the following information in writing to Get Savvy/Get On Top,

- Your address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

#### **14. LINKS.**

The Services may contain links to websites that we do not operate. We are not responsible for the content of any such websites, and you should direct any concerns regarding such websites to their respective site administrators or webmasters.

#### **15. MISCELLANEOUS.**

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