

TERMS OF SERVICE

franchisingforexecutives.com

customerservice@franchisingforexecutives.com

Welcome to the website of Franchisingforexecutives.com (hereinafter "We", "Us", "Our") and thank You for considering Our products and services.

By clicking the "Next" button upon registration, You hereby agree to the terms and conditions of this Terms of Service (hereinafter "Agreement") which, along with the consideration of the mutual promises You and We make to each other, then becomes a binding contract between You and Us.

PRIVACY POLICY

Our Privacy Policy is located [here](#) and is hereby incorporated into this Agreement by reference. Please review the Privacy Policy to understand Our policies.

USER NAME AND PASSWORDS

You hereby agree that You are responsible for all actions taken under Your User Name and Password. Please remember that it is Your responsibility to keep this data secure.

TRADEMARKS

We hereby claim Franchising For Executives, Franchisingforexecutives.com, and the logo for Franchisingforexecutives.com to be trademarks of Our company.

COPYRIGHT

As indicated by the notice on the bottom of Our Home Page, Franchisingforexecutives.com claims a copyright to the content of this website.

WARRANTIES

OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF ANY SERVICE OFFERED BY US IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT MAKE ANY WARRANTY THAT OUR SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE OFFERED BY US WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DO WE MAKE ANY WARRANTY AS TO THE

RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY SERVICE OFFERED BY US OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ANY SERVICE OFFERED BY US. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY SERVICE OFFERED BY US IS AT YOUR OWN DISCRETION AND RISK, AND THAT 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. WE DO NOT MAKE ANY WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH US OR FROM ANY SERVICE OFFERED BY US OR ANY TRANSACTIONS ENTERED INTO BY USE OF OR THROUGH ANY SERVICE OFFERED BY US. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, OR THROUGH ANY SERVICE OFFERED BY US, SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL WE OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE ANY SERVICE OFFERED BY US, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH ANY SERVICE OFFERED BY US, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ALSO AGREE THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU, OR TO ANYONE, FOR THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR ARISING FROM USE OF ANY SERVICE OFFERED BY US. IF YOU ARE DISSATISFIED WITH ANY SERVICE OFFERED BY US YOUR EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE WITHOUT REFUND OF ANY KIND WHATSOEVER. YOU AGREE, AND ACKNOWLEDGE THAT WE MAINTAIN A NO REFUND POLICY.

INDEMNIFICATION

You hereby warrant that You will not use the information provided by Us in violation of any State or Federal law. Further, You agree to indemnify, defend, and hold Us

harmless, as well as holding harmless Our parents, subsidiaries, affiliates, officers, directors, employees, independent contractors, agents, and suppliers, and their respective affiliates, officers, directors, employees, and agents, from any claim, action, demand, or damage, including reasonable attorney's fees, made by any third party or governmental agency arising out of or related to Your use of any service offered by Us or Your violation of this Agreement, including without limitation, claims or suits for libel, violation of rights of privacy or publicity, interference with property rights, trespass, violations of Federal or State Law, copyright infringement, trademark infringement, patent infringement or plagiarism. We may, at Our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by You. The assumption of such defense or control by Us, however, shall not excuse any of Your indemnity obligations.

FORCE MAJEURE

Neither party shall be liable for delays or nonperformance of this Agreement caused by weather, strike, fire or accidents, nor shall either party be liable for delay or nonperformance caused by lack of availability of materials, fuel or utilities or for any other cause beyond its control.

ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

INTENDED FOR USERS OVER 18

Our web site is intended for use by individuals 18 years of age or older only. If you are under the age of 18 you are not permitted to utilize our service.

ENTIRE AGREEMENT

Except as modified or supplemented by a writing executed by both parties, the Terms and Conditions described herein are the only representations, warranties, and understandings between the parties with respect to the products and/or services described herein.

CANCELLATION

You may cancel Your account at any time by contacting customerservice@Franchisingforexecutives.com. We may cancel your account at any time, in Our sole discretion, for good reason or for no reason.

DISPUTES

The Parties agree that any controversy or claim arising out of or relating to this contract, the breach thereof, or any other controversy between the Parties shall be settled by binding arbitration in Collier County, Florida. This arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

SEVERABILITY: If any provision, or portion thereof, of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, the parties agree that such invalidity shall not affect the validity of the remaining portions of the Agreement and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provisions.

HEADINGS: The headings of this Agreement are for convenience only and shall not be used to construe the meaning of this Agreement.

This Agreement was last revised on January 01, 2014.