

WEBSITE TERMS OF USE

PLEASE READ THESE SITE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE. DO NOT USE THE WEBSITE IF YOU DO NOT AGREE TO THESE TERMS.

Last Updated: October 28, 2021

The following Terms of Use are entered into by and between You and Askme Social LLC. (“AskMe Social”, “Company”, “we”, or “us”).

The following Site Terms of Use (“Terms of Use”) govern your access to and use of websites owned and operated by ASKME SOCIAL LLC, including any content, functionality, products and services offered on or through such websites (collectively, the “Services”). By accessing or using the Services, whether via computer, mobile device or other technology, you represent that you are 18 years of age or older and you have read and agree to be bound by these Terms of Use in their entirety and all applicable laws, rules and regulations governing your use of the Services. These Terms of Use may be amended by posting a new version on our Services which version will be effective upon posting. If you do not agree to the new version of these Terms of Use, do not use the Services.

Privacy

To access the Services or some of the resources offered, you may be asked to provide certain personal information and non-personal information. It is a condition of your use of the Services that all the information you provide is correct, current and complete. Your use of the Website is also subject to the Company’s Private Policy. Please review the Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

Proprietary Rights; Use of Content

The Services are owned and operated by ASKME SOCIAL LLC or its affiliates, licensors and/or third party service providers and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Services (collectively, “Content”) are the property of AskMe Social, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, “Marks”) appearing on the Services are the property of ASKME SOCIAL LLC. You may not make any use of any Content or Marks without the prior written consent of AskMe Social. No Content from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

Your Conduct

In using or accessing the Services you agree: (1) not to use the Services or any of the Content contained herein, for any unlawful or fraudulent purpose; (2) not to “spam” others or “phish” for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, “deelink”, attempt to obtain unauthorized access to or

otherwise abuse, the Services or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Services; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark ; and (8) not to use the Services in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

Third Party Websites and Services

The Services may contain links to third party websites and services, over which the Company has no control. You acknowledge and agree that the Company does not endorse, verify, or make any representations regarding these third party websites and services and is not responsible for the availability of, and any liability arising from, any such third party websites and services. AskMe Social is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third party websites and services. It is recommend that you carefully review any terms of use and privacy policy of any linked third party website before providing any information to that website or using its products and services.

Termination; Modification

AskMe Social reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Services, and to block or prevent future access to and use of the Services for any reason. Askme Social may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Services, temporarily or permanently, at any time with or without notice to you. You agree that AskMe Social shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

Disclaimer

ASKME SOCIAL'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS (COLLECTIVELY, THE "ASKME SOCIAL PARTNERS") MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICES OR CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE ASKME SOCIAL PARTNERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES, CONTENT AND ANY THIRD PARTY WEBSITE OR SERVICE. THE ASKME SOCIAL PARTNERS DO NOT WARRANT THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERRORFREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THIS CONTENT, SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE ASKME SOCIAL PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. The ASKME SOCIAL Partners will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism,

wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond the AskMe Social Partners' reasonable control.

For Educational and Informational Purposes Only

As set forth more fully in the Disclaimer, the information contained on the Website and the resources available for download through the Website are for educational and informational purposes only. The information contained on the Website and the Services available for download through the Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

Accuracy and Personal Responsibility

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on the Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on the Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

No Guarantees as to Results

As set forth more fully in the Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on the Website or not. The Company provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients of the Company or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

Limitation of Liability

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ANY OF THE ASKME SOCIAL PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING, WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, EVEN IF A ASKME SOCIAL PARTNER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES,

ARISING IN CONNECTION WITH: (1) THE SERVICES; (2) YOUR USE OR INABILITY TO USE THE SERVICES OR CONTENT; (3) ANY THIRD PARTY WEBSITE OR SERVICE USED IN CONNECTION WITH OR AVAILABLE THROUGH THE SERVICES; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA OR OTHER INFORMATION THAT IS SENT OR RECEIVED IN CONNECTION WITH THE SERVICES; OR (5) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CUMULATIVE LIABILITY OF THE ASKME SOCIAL PARTNERS TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU FOR ACCESS TO THE SERVICES. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS OF USE SHALL BE TO DISCONTINUE ANY USE OF THE SERVICES.

Email and Other Electronic Communications

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing. We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

Indemnification

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

Use of Templates and Forms

The Company provides various templates and/or forms for download and/or sale on this Website. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our templates and/or forms for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the templates and/or forms in any manner, except for modifications in filling out the templates and/or forms for your authorized use.

By ordering or downloading Forms, you agree that the Forms you purchase or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

Use of Paid Courses, Programs, and Associated Material

The Company from time-to-time provides various courses, programs, and associated material for sale on this Website. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our courses, programs, and associated material (collectively the “**Courses**”) for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Courses in any manner.

By ordering or participating in Courses, you agree that the Courses you purchase or download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By ordering or participating in Courses, you further agree that you shall not create any derivative work based upon the Courses and you shall not offer any competing products or services based upon any information contained in the Courses.

Use of Free Downloadable Content

The Company provides various resources on this Website, which users may access by providing an e-mail address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the “**Freemium Content**”) for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Freemium Content in any manner.

By downloading the Freemium Content, you agree that the Freemium Content you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By downloading the Freemium Content, you further agree that you shall not create any derivative work based upon the Freemium Content and you shall not offer any competing products or services based upon any information contained in the Freemium Content.

Shipments; Delivery; Title and Risk of Loss

No shipping policies apply for Services.

Final Sale; Returns; Exchanges

You shall pay the Total Cost to the Company prior to any Service deliveries. Due to the nature of digital products, all Services are final sale and non-refundable. AskMe Social does not fulfill refund or exchange requests.

Governing Law

These Terms of Use shall be exclusively governed by and construed in accordance with the laws of the State of California excluding conflicts of law rules. Any dispute arising from these Terms of Use or the Services shall be resolved in the state or federal courts residing in Los Angeles, California and you irrevocably agree to the jurisdiction of such courts.

If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

If any provision of these Terms of Use are deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Assignment

You will not assign (including without limitation by operation of law, change of control or otherwise) your rights or licenses to the Services provided under these Terms of Use, either in whole or in part, without the prior written consent of AskMe Social, and any attempted assignment contrary to the foregoing will be void and have no effect. We may assign all or a portion of our rights under these Terms of Use.

Waiver and Severability

No waiver of by Askme Social of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Askme Social to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Contact Us

1613 Chelsea Rd Suite 908 San Marino CA 91108