

TERMS & CONDITIONS

BY USING LIFEWRITERS.US, YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS AS OUTLINED BELOW.

OVERVIEW

The terms “we,” “us,” and “our” refer to Writing Your Life. The term the “Site” refers to LifeWriters.us. The terms “user,” “you,” and “your” refer to site visitors, customers, members and any other users of the site.

SERVICE

Life Writers is a membership site for online training, courses, resources and other content relating to researching, writing, and publishing (the “Service”).

Use of LifeWriters.us, including all materials presented herein and all online services provided by Writing Your Life, is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

Parties agree that the Service is in the nature of education. The scope of services provided by Writing Your Life according to this Agreement are limited to those listed on LifeWriters.us website. Writing Your Life reserves the right to substitute services equal to or comparable to the services listed if the need arises, without prior notice.

USE OF THE SITE AND SERVICE

To access or use the Site, you must be 18 years of age 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 and in the Service related to membership sites and other information are subject to change. Writing Your Life makes no representation or warranty that the information provided, regardless of its source (the

“Content”), is accurate, complete, reliable, current, or error-free. Writing Your Life disclaims all liability for any inaccuracy, error, or incompleteness in the Content.

ACCOUNT CREATION

In order to use the Service, you will be 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 Writing Your Life 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.

LAWFUL PURPOSES

You may use the Site and Service for lawful purposes only. 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. 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.

REFUSAL OF SERVICE

The Services are offered subject to our acceptance of your order or requests. We reserve the right to refuse service 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.

We reserve the right to remove the accounts held by any individuals representing companies that offer a similar or directly competing Service.

ORDER CONFIRMATION

We will email you an order confirmation together with details concerning product delivery and ongoing payments. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

DURATION OF AGREEMENT

Once confirmed, we will provide you access to the purchased Service. You agree and understand that access to the Service may at times be influenced and affected by third parties that we use to provide the Service (web hosting, membership site plugins, etc.). You agree and understand that no breach of contract action may be initiated against Writing Your Life when there are reasonable delays in the access of the Service.

Writing Your Life reserves the right to terminate the Service, and or access to certain features of the Service, with or without prior notice to you. We will make reasonable efforts to provide notice but is not required to do so under the terms of this agreement.

Lifetime Access is for the lifetime of the Service. If for any reason, Writing Your Life should dissolve or cease to exist, then your access to the Service terminates.

If you are paying for a four-month session subscription, you have access to the Service for four consecutive calendar months as designated by Writing Your Life. Failure to pay your monthly subscription payment will result in access to the Service being stopped.

For annual subscriptions you will receive 365 days access. You may cancel the automatic renewal of your annual subscription at any time and your access to the Site will end at the end of the current contracted term.

AUTOMATICALLY RENEWING SUBSCRIPTION

The Service is provided as an automatically renewing subscription membership so as to ensure continuity of Service. You may cancel the automatic renewal of your four-month session subscription or annual subscription at any time. Your access to the Site will end at the end of the current contracted term.

CANCELLATIONS & REFUNDS

We offer a 30-day money back guarantee should you be unhappy with the Service in your first month of membership. The 30-day refund period only applies to your first subscription and cannot be used more than once. To request a refund please contact support at <https://lifewriters.us/contact/> or email support@WritingYourLife.org.

You may cancel your subscription at any time via your **account page**, but due to the nature of the Service no refunds will be made for any membership fees already paid, excluding the 30-day money back guarantee as stated above. Once you cancel you will no longer have access to the Service, including all content and community resources, once your current membership period is completed.

No partial refunds are given should you terminate an annual subscription before your renewal date, however you will retain access to the Service until the end of your annual payment term.

It is entirely your responsibility to ensure that you cancel your account in good time before your next automatic renewal should you no longer require the Service and do not wish to be billed further.

PRODUCT DESCRIPTION

We endeavor to describe and display the Service as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Site is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

MATERIAL YOU SUBMIT TO THE SITE

You shall not upload, post or otherwise make available on the Site any artwork, photos, or other materials (collectively "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, and 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 the Site, 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.

As a feature of the Service, Writing Your Life may provide access to a community or social media platforms in conjunction with the Service. Writing Your Life is not required to provide a community platform, and has complete discretion with regards to the platform, and the nature of the interaction, dependent on the Service.

You agree that your use of these community and social media platforms is a privilege and Writing Your Life may limit or deny access to these platforms for misconduct that includes but is not limited to being inappropriate, rude, violent, or threatening. Writing Your Life will make reasonable efforts to provide notice to you with regards to inappropriate or

unapproved content that you have placed within the voluntarily provided community and social media platform. Writing Your Life is not required to provide notice and reserves all rights to take immediate and appropriate action to protect the Writing Your Life's brand and image integrity.

INTELLECTUAL PROPERTY RIGHTS TO YOUR MATERIALS

We claim no intellectual property rights over the material you supply to Writing Your Life. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Site or Service. Content you submit to Writing Your Life remains yours to the extent that you have any legal claims therein. You agree to hold Writing Your Life 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. By posting material on the Site, you grant us a worldwide, nonexclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

You consent to recordings being made of calls or webinars provided as part of the Service. You consent to your name, words, voice, and likeness being used by Writing Your Life for promotional, business development, and marketing purposes, without compensation to you. We will make reasonable effort to secure your written permission before using and distributing recordings, print materials, audio, or visual representations that refer to you.

OUR INTELLECTUAL PROPERTY

The Site and Service contain intellectual property owned by Writing Your Life, including trademarks, copyrights, proprietary information, and other intellectual property. Writing Your Life's copyrighted and original materials are provided to you as part of the Service for your individual use only and a single-user license. All intellectual property, including Writing Your Life's copyrighted materials shall remain the sole property of Writing Your Life. No license to sell or distribute our materials is granted or implied.

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 or intellectual property, in whole or in part, without our prior written consent. This includes but is not limited to sharing material with others, posting excerpts of material on any social media, blogging about the material, or in any other way that would reasonably appear to share the Site or Service's information with a non-member. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

CHANGED TERMS

We may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by us posting the new Terms and Conditions on this Site. Any use of the Site or Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Site and Service, including these Terms and Conditions, at any time. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms and Conditions.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, WRITING YOUR LIFE 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) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (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. THE FOREGOING APPLIES EVEN IF WRITING YOUR LIFE HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL WRITING YOUR LIFE'S CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM WRITING YOUR LIFE, AND IF NO PURCHASE HAS BEEN MADE BY YOU WRITING YOUR LIFE'S CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED \$100.

THIRD PARTY RESOURCES

The Site and the Service may 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 Writing Your Life. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

EFFECT OF HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire agreement between you and Writing Your Life pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by Writing Your Life shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Writing Your Life.

NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

Writing Your Life
P. O. Box 541527
Orlando FL 32854

RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Updated: January 2021

Writing Your Life