

## **WEB SITE TERMS & CONDITIONS**

Terms and Conditions for access and usage of the Renewing You LLC's website, [www.renewing-you.com](http://www.renewing-you.com). **Please read these Terms and Conditions carefully before using this website.** You should review these Terms and Conditions frequently as they may change at any time at our sole discretion.

### **Acceptance of Terms & Conditions**

Welcome to the Renewing You LLC website. This website is an online communication and information service provided by Renewing You LLC. Renewing You LLC provides this service to you, subject to the following Terms & Conditions, which may be updated from time to time. All such updates will be posted on this website.

### **General Terms & Conditions**

By accessing, browsing or using this website, all users and viewers acknowledge acceptance of the Terms and Conditions contained herein. If you do not accept these Terms and Conditions, please do not use, view or access this website. While Renewing You LLC does not have any actual knowledge of its users' age, this website and its information is not directed towards minors.

### **Content Linked to Renewing You LLC Website**

Renewing You LLC may provide visitors to this website with access to outside on-line resources, including various communication tools, online forums, and services offered through links. Renewing You LLC encourages you to exercise discretion while using or accessing these links. **THE CONTENT IN ANY LINKED WEBSITE(S) IS NOT UNDER THE CONTROL OF RENEWING YOU LLC AND RENEWING YOU LLC IS NOT RESPONSIBLE FOR SUCH CONTENT.** Links to outside entities shall not be considered to be an endorsement of Renewing You LLC or its services by such third party entity.

### **Disclaimer**

The information on this website is solely provided for general informational purposes. These materials should not be considered a substitute for obtaining professional advice from a qualified individual or entity. Visitors to the Renewing You LLC website are encouraged to consult with an appropriate professional advisor, doctor, physician or other professional for more complete information designed to fit the visitor's personal needs and circumstances.

### **No Professional Advice / No Medical Advice**

Nothing in this website shall constitute medical advice. The purpose of the Renewing You LLC website or any linked information is not to provide advice to visitors on medical treatment or other matters. To the extent any information provided on this website may be deemed to general advice, please be advised that the visitor receiving such advice is solely responsible, unless otherwise specified, for deciding whether any product, usage or treatment is suitable and appropriate based upon such visitor's personal needs and objectives.

### **Modification and Termination of Services**

Renewing You LLC reserves the right at any time and from time to time to modify, suspend or discontinue any of the information or services provided on this website, including the right to terminate the website in its entirety, without notice. You agree that Renewing You LLC shall not be liable to you or to

any third party for any modifications, suspension, discontinuation, or termination of any information or service on this website.

### **Proprietary Rights**

You acknowledge and agree that the website content, look, feel and features as well as the information, services and any necessary software used in connection with the website contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any and all content contained or provided through the website is or may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as otherwise authorized by Renewing You LLC, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the services and information provided on this website, in whole or in part, directly or indirectly.

No portion of the Renewing You LLC website, including but not limited to any information, photographs, marks, product descriptions and/or images, may be duplicated, redistributed or manipulated in any form.

### **Disclaimer of Warranties**

- A. USE OF THE WEBSITE, AND THE SERVICES, ARE AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.
- B. RENEWING YOU LLC DOES NOT WARRANT THAT: (1) THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (2) DEFECTS OR ERRORS IN THE WEBSITE, OR SERVICES WILL BE CORRECTED; (3) THE WEBSITE, OR THE SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) ANY INFORMATION CONTAINED IN THE WEBSITE, OR THE SERVICES WILL BE ACCURATE OR RELIABLE.

### **Limitations on Liability**

- A. NOTWITHSTANDING ANY TERM IN THIS AGREEMENT, OTHER OPERATING TERM SET FORTH BY RENEWING YOU LLC OR ANY ACT OR FAILURE TO ACT BY RENEWING YOU LLC, YOU ARE EXCLUSIVELY LIABLE FOR THE CONTENT OF EVERY MESSAGE AND SCREEN NAME YOU TRANSMIT VIA THE WEBSITE.
- B. IN NO EVENT SHALL RENEWING YOU LLC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE WEBSITE, OR SERVICES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF RENEWING YOU LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF RENEWING YOU LLC IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF RENEWING YOU LLC FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS WEBSITE, OR THE SERVICES IS \$50.
- C. IN NO EVENT SHALL RENEWING YOU LLC BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE WEBSITE, INCLUDING THE AVAILABILITY OF ANY SITE FEATURE.

### **Indemnification**

You hereby agree to indemnify and hold Renewing You LLC, its owners, officers, employees, agents and representatives, individually and collectively, harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of the website, or the services; or (B) any alleged breach of these terms and conditions by you.

**Choice of Law; Jurisdiction; Attorneys' Fees**

These terms and conditions will be governed by the laws of the Commonwealth of Massachusetts applicable to contracts entered into and performed exclusively in that state. Any court of competent jurisdiction sitting within Essex County, Massachusetts will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient. To the extent available under applicable laws, Renewing You LLC will be entitled to recover its court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of this Agreement.

**Miscellaneous**

These terms and conditions constitute the entire agreement between the parties, and supersede all prior written or oral agreements or communications with respect to the subject matter herein. Renewing You LLC in its sole discretion may amend these Terms and Conditions, and your use of the website after such amendment is posted on the website will constitute acceptance of it by you. If any term in these Terms and Conditions is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in these Terms and Conditions are for convenience only and must not be given any legal import.

By using the Website, you signify your agreement to the terms of these Terms and Conditions. If you do not agree to the terms in these Terms and Conditions, you must not use the Website. Renewing You LLC may change the terms of these Terms and Conditions at any time, and your use of the Website after such changes are posted will mean that you accept them.

**If you have any questions or concerns, please contact us by e-mail at [gale@renewing-you.com](mailto:gale@renewing-you.com) or to the following mailing address:**

**Renewing You LLC  
21 Highland Ave., Ste. 3-4A  
Newburyport, MA 01950**

**LAST UPDATED AND EFFECTIVE DATE: \_\_\_\_\_**