

## **LOVECO MEMBERSHIP AGREEMENT**

### **Acceptance of Terms and Conditions:**

These Terms and Conditions represent the entire agreement between LOVECO and its Members and Customers, superseding all prior or contemporaneous agreements with respect to purchases of LOVECO's educational content and related products from LOVECO. This Agreement is effective as of the date you purchase any one of LOVECO's products.

### **Changes to the Terms of Use:**

LOVECO has the right to make changes, modifications, alterations or deletions of any content of these terms at any given time. Due to timely updates, clients are expected to occasionally visit this page to identify revisions to which they are bound. Use of the Site before and after changes made, signifies acceptance, agreement and assent of the Terms of Use and Terms and Conditions and are therefore bound to the existing rules.

### **Data Collection:**

The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. LOVECO may collect information on Member or Customer's Internet performance for the limited purpose of improving the network reliability and scalability.

### **Restriction on Product and Content Viewing Transfer:**

Member nor Customer shall not, directly or indirectly, transfer or provide viewing access to any of LOVECO's content or products to another party without written permission from LOVECO.

### **Copyright and Trademark Notice:**

Unless otherwise specified, all materials appearing on this site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of LOVECO. You may use the content of this site only for the purpose of shopping on this site or placing an order on this site and for no other purpose. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a. Feedback: Customer, may (but are not required to) provide LOVECO with suggestions, comments or other feedback regarding the Products ("Feedback"). If Customers do provide LOVECO with Feedback, then LOVECO may, and you hereby grant LOVECO a license to, freely use, disclose, reproduce, license, distribute and otherwise commercially exploit such Feedback in connection with any product, technology, service, specification or other documentation.

b. Advertising Agencies: For clarity, if you are an advertising agency, your own internal use of any Product, including the Service, does not include use of the Product by or for any of your customers or by or for any other third party (including any sister agency).

### **Bounced Checks:**

In the event that any check is returned unpaid for any reason, LOVECO will charge an additional fee of \$35.

### **Links:**

This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that we're not responsible for the operation of or content located on or through any such site.

### **Refund Policy:**

LOVECO provides immediate access to members upon registration and payment to the digital products and information. The customer receives immediate access to the digital content, and therefore LOVECO has a **no refund policy**. All sales are final. If you have any questions about our **no refund policy**, please email [support@loveco.live](mailto:support@loveco.live).

### **Typographical Errors:**

In the event a service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, LOVECO shall have the right to refuse or cancel any orders placed for service listed at the incorrect price. LOVECO shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, LOVECO shall immediately issue a credit to your credit card account in the amount of the incorrect price.

### **Site User Conduct:**

All users of the Site shall be 18 years of age or older. In connection to the use of the Site and content, users are not allowed to:

- Upload, post, e-mail, or otherwise transmit any:
  - content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of anyone's privacy, hateful, or racially, ethnically, or otherwise illegal or objectionable;
  - content that does not give any right to users to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
  - content that infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any party;
  - unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment
- Use the Site for any unlawful purpose;
- Interfere with or disrupt the services and content of the Site,
- Intentionally or unintentionally, violate any applicable local, state, national, or international law.

Termination of access to the Site and use of its products and services may be performed by LOVECO subject to the compliance to the Terms of Use. False, inaccurate or incomplete information provided; engagement to any conduct that would otherwise harm any of LOVECO's rights or interests in its Site, products, services, or other property; or for any or no reason, can all be grounds for termination without prior notice.

a. **Immediate Termination:** In addition to LOVECO's other rights under this Agreement, Customer acknowledges and agrees that LOVECO shall have the right to immediately terminate Customer's access to the Service in the event that Customer fails to comply with the limitations on Service usage set forth in Site User Conduct Section above.

b. **Effect of Termination:** Except as set forth in this Agreement, in the event of termination of this Agreement, the rights and obligations hereunder will terminate immediately. Any payment or other obligation that has accrued as of such termination date will survive such termination. In the event of any termination of this Agreement

any provision hereof required to enforce the parties' rights and obligations hereunder or that by its terms continues after such termination, will survive and will continue in effect as described therein.

**Limitation of Liability:**

LOVECO, its officers, managers, members, employees, attorneys or agents shall be liable (jointly or severally) under no circumstances, including but not limited to negligence for any direct, indirect, special, incidental or consequential damages of any kind. This statement includes but not limited to the use of products and services offered by LOVECO, data and profit loss on any theory of liability which may arise in or out of the connection with the ability or inability of the products and services offered by LOVECO or the materials on the Site. The fact remains true despite the advice given to LOVECO or any of its representatives of the possibility of such damages. Limitation and exclusion of incidental or consequential damages may not be applicable to everyone since some states do not allow such. Liability shall be limited to the fullest extent permitted by applicable law if any authority holds any portion of this section to be not enforceable.

**Disclaimer of Warranty:**

LOVECO disclaims all warranties, expressed or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or other violations of rights with the fullest extent permissible pursuant to applicable law. No liability or responsibility is assumed for any errors or omissions of the contents in the Site; any corrected defects; any failures, delays, malfunctions, or interruptions in the delivery of the any content on the Site; any losses or damages; or any conduct by users of the site, either online or offline. LOVECO does not warrant or represent the use or results of the use of the services or materials on the Site in terms of correctness, accuracy, reliability, or otherwise. The users/clients shall assume the entire cost of servicing, repair or correction.

**Sole Remedy:**

THE REFUND OF THE AMOUNT PAID FOR THE MEMBERSHIP IS YOUR SOLE REMEDY, AND LOVECO'S SOLE LIABILITY, IN CONNECTION WITH THIS WARRANTY. LOVECO'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE MEMBERSHIP, NOR SHALL LOVECO UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. Please note that some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.