

## User Agreement

Growyourbusiness.com (hereinafter, the “Website”) is owned and operated by Growing Our Business, LLC, a domestic New York limited liability company (hereinafter, “GOB”). In order to utilize all the services available on the Website, you must register as a user (hereinafter, a “Member”) of the Website and agree to be bound by these terms and conditions of use (hereinafter, the “Agreement”).

GOB may amend or modify this Agreement without notice, effective immediately, by posting the changes on the Website or as otherwise deemed practical.

GOB reserves the right to discontinue the Website without notice and without incurring any liability. Either GOB or the Member may terminate his/her membership in the Website at any time, and for any reason, subject to the terms and conditions of this Agreement, upon the sending and receipt of a written or email notification to such effect. In the event that GOB deems a Member has breached the terms of the Agreement, GOB may immediately suspend or terminate membership and/or access to the Member without notice and without incurring any liability.

The terms of this Agreement are as follows:

### 1. ACCEPTANCE OF TERMS AND CONDITIONS

By registering and becoming a Member you agree to be bound by the terms and conditions of this Agreement. Furthermore, by registering for and becoming a Member you represent and warrant that you are over 18 years of age, and have the right, authority and capacity to enter into this Agreement and abide by its terms. If you are registering as a business, you represent that you have the authority and capacity to act on behalf of such business.

### 2. PROPRIETARY RIGHTS

By agreeing to this Agreement, you hereby acknowledge that all information and materials on the Website, including, but not limited to, the Networking Forum, are the exclusive property of GOB and you expressly agree not to disclose any such proprietary information. Except for information, which is available to the public domain or for which you have been granted permission, you may not copy, modify, publish, transmit, display, sell or in any way distribute such proprietary information.

Membership in the Website is not to be misconstrued in any way as membership in GOB.

### 3. TERM

Subject to modification or amendment, this Agreement shall remain in full force and effect, so long as you remain a Member. You understand and acknowledge that any

credit card or payment terms that you have agreed to will continue to be automatically paid and renewed, unless expressly discontinued. You may voluntarily terminate your membership in the Website at any time, and for any reason by notifying us in writing or by email. Please note that you must submit your termination notification at least 15 business days prior to the next billing cycle to not be billed for that period.

GOB may terminate your membership and/or access to the Website for any reason effective upon sending a notice to your email address. If the termination is based upon a breach of this Agreement, any refund you may otherwise be entitled to shall be deemed waived.

#### 4. ACCESSING THE NETWORKING FORUM

In order to access the Networking Forum, you will be required to create a log-in name and password. Each time that you access the Networking Forum, you will be required to use the same log-in name and password, unless it is changed for any reason. The Member is responsible for maintaining the confidentiality of his/her log-in name and password. Any unauthorized use must be immediately communicated to GOB. If you forget your log-in name and password, you may send an email notification to us requesting assistance.

#### 5. MEMBER OBLIGATIONS TO PROVIDE ACCURATE INFORMATION

By agreeing to this Agreement, you represent and warrant that you will:

- a. create and maintain a Member Profile that is accurate, complete, and contains current information about you and/or your business; and
- b. that the information provided does not violate and is consistent with applicable laws and regulations, and is not otherwise prohibited by the industry or occupation you are engaged in.

#### 6. RELATIONSHIPS WITH OTHER MEMBERS

By agreeing to this Agreement, you acknowledge that:

- a. Unless expressly stated otherwise, GOB makes no recommendations or guarantees regarding the quality of services, qualifications, licenses, registrations or other legal requirements, or the backgrounds of any Members, including you and your business; and
- b. You are solely responsible for any interactions with other members and any relationships, business or otherwise, that you establish or attempt to establish.

## 7. USE OF INFORMATION AND PRIVACY

By agreeing to this Agreement, you hereby grant GOB, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free and sub-licenseable right and license to use, reproduce, modify, adapt, publish, perform, distribute, display, and otherwise utilize the information you have submitted to the Website. The information will be maintained in accordance with our Privacy Policy [\[link\]](#).

Members shall not use any membership information to spam, harass, or otherwise in any manner that does not conform with appropriate business practices.

## 8. USE OF COPYRIGHTED, TRADEMARKED, OR OTHER PROTECTED MATERIAL

A Member must refrain from posting any information or items, which are copied, in whole or in part, from any third party source without written authorization to do so. Each Member will be held solely responsible for such action and agrees to indemnify GOB, and any related parties, for any liability associated with the failure to abide by this requirement.

## 9. MEMBER'S LEGAL OBLIGATIONS

A Member shall fully comply with all local, state, federal, and international laws. Members shall not impersonate any person or entity or falsely represent their identity or any information submitted on the Website. Members shall not intentionally interfere with the proper functioning of the Website or transmit junk mail, spam, or unsolicited emails that are inconsistent with legal regulations and appropriate business practices.

## 10. INDEMNITY

A Member is solely responsible for the information contained in the Member Profiles, interacting with other Members, and utilizing the Website. GOB, and any related parties, shall be excluded from liability and shall be held harmless and indemnified for any claims, losses, demands, or damages of any kind whatsoever resulting from the use of the Website.

## 11. GENERAL DISCLAIMER

By agreeing to this Agreement, you acknowledge that you have read and understand the Disclaimer [\[link\]](#) set forth on the Website.

## 12. DISCLAIMER OF WARRANTIES

USE OF THE WEBSITE IS AT THE MEMBER'S SOLE DISCRETION AND RISK AND IS PROVIDED "AS IS" AND "AS AVAILABLE".

GOB MAKES NO WARRANTY THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, FREE OF VIRUSES OR OTHER ISSUES. GOB MAKES NO WARRANTY AS TO THE RESULTS THAT MAY OR MAY NOT BE OBTAINED FROM THE USE OF THE WEBSITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE OR VIA AN EXTERNAL LINK IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, NETWORK OR FOR ANY LOSS OF DATA.

GOB EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### 13. GENERAL PROVISIONS

This Agreement shall be governed by the laws of the State of New York. You hereby agree to submit to the personal and exclusive jurisdiction of the courts located in the County of Nassau, State of New York.

If any provision of this agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement contains the entire agreement between you and GOB.

If you have any questions or comments, please contact us[link].

YOU HEREBY ACCEPT AND AFFIRM THAT YOU HAVE READ THE ENTIRE AGREEMENT, UNDERSTAND IT, AND AGREE TO ABIDE BY ITS TERMS.