

# Terms of Use

Updated: October 19, 2020

BY VISITING THIS SITE, YOU CONSENT TO OUR TERMS OF USE.

On [www.harveredge.com](http://www.harveredge.com) (“Site”), we provide information related to coaching, consulting, training, and speaking services (“Service”). The terms “we,” “us,” and “our” refer collectively to Harver Edge, LLC (“Company”).

The terms “user,” “you,” and “your” refer to visitors, customers, and users of the Site. Use of the Site and all affiliated Harver Edge pages, including all content, materials, products, and/or services, is subject to these Terms of Use (“Terms”).

These Terms apply to all visitors, customers, and users of the Site. By using the Site or Service, you agree to and acknowledge these Terms.

## **1. Use of the Site and Service**

To access or use the Site and/or Service, you must be 18 years or older and have the requisite power and authority to enter into these Terms. Children under the age of 18 are prohibited from using the Site or Service.

We make no representation or warranty that the information provided on the Site (“Content”), regardless of its source, is accurate, complete, reliable, current, or error-free. We disclaim all liability for any inaccuracy, error, or incompleteness in the Content.

## **2. Account Creation**

To access or use the Site and/or Service, you may have to provide information about yourself including your name, email address, username, password, and other personal information. You agree that any registration information you give to Company 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. In using the Site and/or Service, you must violate no laws in your jurisdiction.

## **3. 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 products or services through the Site for legitimate, non-commercial purposes only. You will not post or transmit through the Site or Service 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, cause civil liability, or otherwise violate any law.

#### **4. Refusal of Service**

The Service is offered subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person, or entity at our discretion without the obligation to assign reason. No order is deemed accepted until your payment has been processed. We may change or discontinue any aspect or feature of the Site or Service at any time, subject to our fulfillment of our prior responsibilities to you based on our acceptance of your payment. If we refuse your order after payment has been processed, we will refund your money.

#### **5. Order Confirmation**

We will email you to confirm the placement and details of your order. If there is an error in this email confirmation, you will inform us as soon as possible.

#### **6. Cancellations, Refunds, and Returns**

For appointments, we require a 24-hour notice of cancellation. Failure to contact us within 24-hours will cause a full charge for the missed appointment. For any product purchases, all sales are final.

#### **7. Product Description**

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

#### **8. Material You Submit to the Site**

You will not upload, post, or otherwise provide on the Site any artwork, photos, or other materials (collectively, “Materials”) protected by copyright, trademark or other proprietary right without the owner’s express written permission, and the burden of determining that any Materials are not protected rests entirely with you. You will 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 you have the authority to use and distribute the Materials, and that the use or display of the Materials will violate no laws, rules, regulations, or third-party rights.

## **9. Intellectual Property**

We claim no intellectual property rights over the material you submit to Company. You retain copyright and any other rights you may rightfully hold in any content, which you submit through the Site or Service. Your submitted content remains yours if you have any legal claims to it. You agree to hold Company harmless 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 or emailing us testimonials and other positive feedback at [info@harveredge.com](mailto:info@harveredge.com), or any other Company email, you grant us a worldwide, nonexclusive license to use the material for promotional, business development, advertising, and/or marketing purposes. The Site and Service contain intellectual property owned by Company, including but not limited to trademarks, copyrights, patents, and proprietary information. You may not modify, publish, transmit, or participate in the transfer or sale of, create derivative works from, distribute, display, reproduce, perform, or exploit in any format the Site, Service, Content, or intellectual property, in whole or in part, without our prior written consent. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

## **Privacy**

Your use of our Site and Service is subject to the Privacy Policy.

## **10. Updated Terms**

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

## **11. Third Party Links and Resources**

The Site and the Service contain links to third party websites and resources. You acknowledge and agree that Company is not responsible or liable for the availability, accuracy, content, or policies of third party websites or resources. Links to such websites or resources imply no endorsement by or affiliation with Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **12. Indemnification**

You agree to indemnify and hold us harmless against any losses, damages, settlements, liabilities, costs, charges, assessments and expenses, and third-party claims and causes of action, including but not limited to attorneys' fees, arising out of any breach by you of these Terms, or your use of the Site or Service. You will provide us with such assistance, without charge, as we may request in connection with any such defense, including but not limited to providing us with any accessible information, documents,

or records as necessary. You will not settle any third-party claim or waive any defense without our prior written consent.

### **13. Entire Agreement and Waiver**

This Agreement constitutes the entire agreement between you and Company pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between the parties. No waiver of any provisions of this Agreement by Company will constitute a waiver or continuing waiver of any other provision. No waiver will be binding unless executed in writing by Company.

### **14. Notices**

All notices, requests, demands, and other communications under these Terms must be in writing and properly addressed to Laura D. Harver at Harver Edge, LLC at [info@harveredge.com](mailto:info@harveredge.com).

### **15. Governing Law**

These Terms will be construed in accordance with the laws of the State of Maryland. The exclusive venue for any mediation, arbitration, or court proceeding based on or arising out of this Agreement will be Prince George's County. The parties agree to resolve any dispute, claim, or controversy arising out of or relating to these Terms by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

### **16. Recovery of Litigation Expenses**

If any legal action, arbitration, or other proceeding is brought to enforce these Terms, or because of an alleged dispute, breach, default, or misrepresentation in any provisions of these Terms, the prevailing party may recover reasonable attorneys' fees and other costs in that action or proceeding, besides any other relief to which they may be entitled.

### **17. Severability**

If any term, provision, covenant, or condition of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the terms, provisions, covenants, or conditions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

### **18. Effect of Headings**

The headings of the paragraphs and subparagraphs of these Terms are included for convenience only and will not affect the construction or interpretation of any of its provisions.

## **19. Assignment**

These Terms bind and inure to the benefit of the parties' successors and assigns. These Terms are not assignable, delegable, sublicenseable, or otherwise transferable. Any transfer, assignment, delegation or sublicense is invalid.

## **20. Contact Us**

Please email us at [info@harveredge.com](mailto:info@harveredge.com) if you have any questions about these Terms.