Small Biz Thoughts Membership Site Subscription Terms of Service

If you do not agree with these Terms of Service, do not complete the registration process.

These Terms of Service, including Legal Notices and Privacy Policy, contain the entire terms and conditions that apply to your use of the Small Biz Thoughts Membership Site (hereinafter referred to as "SBT"), both Free and Paid Subscription services, (hereinafter referred to as "Services"), and its online properties and websites (collectively referred to herein as "Sites").

These Terms of Service may be modified from time to time without notice.

These Terms of Service supersede any prior Terms of Service. The current version applies to your use of the Sites and Services both now and previously.

I. License

- 1. SBT provides a limited, nontransferable, nonexclusive, revocable license to create an Account and login credentials for your Free or Paid Subscription upon initial registration to the Sites and Services. You are responsible for maintaining the confidentiality of these credentials, and for any and all activities that occur under them. You agree to notify SBT immediately of any unauthorized use of the login credentials or any other breach of security of which you become aware.
- SBT grants Members use of the content on its Sites for lawful purposes. You agree to comply with all local, state, national and international laws, including copyright laws. The use of the SBT Sites or Services for any criminal or illegal activities is strictly forbidden, and SBT will take legal action against violations of this policy.
- 3. By subscribing, you hereby agree to access and use the Services for their intended purposes, and not for any other purpose or to alter the content and/or Services in any way, including, but not limited to, removing or deleting any copyright notices. You agree to comply with all local, state, national and international laws, including copyright laws.
- 4. This license does not include the right to collect or use information contained on the SBT Sites or Services for purposes prohibited by SBT, to compete with SBT, or create derivative works based on any and all content obtained through the Services.
- 5. You may not license to any 3rd party any content, information, documents, graphics or other materials or content obtained through your use of the Services, in whole or in part, for commercial or non-commercial purposes outside of your organization.
- 6. Your subscription to use SBT's Sites and Services is limited to you and your organization's sole use only. You may use, modify, and update forms and checklists for internal purposes within you company. Resale or use of SBT's Sites and Services to seek financial gain from providing SBT's Sites and Services to any third party, without the express prior written consent of SBT, is strictly prohibited. By using SBT's Sites and Services, you acknowledge and agree that portions of the content may be provided to you by third-party licensors, and you hereby agree to adhere to and comply with any such third-party's license(s) and to refrain from violating any such licensor's intellectual property rights.

II. Content

- At any time, SBT may add or enable features such as forums, blogs, or other features that may enable Free or Paid Subscribers to post content to its Sites. When you post to the Sites, you understand and agree that this may be viewed and used by other visitors to the Sites. SBT does not condone, and will not allow the publishing of explicit, unlawful, or offensive content.
- 2. By subscribing, you hereby certify that any content you post to the Sites is original and that no other person or entity holds copyright to that content. You further agree to grant SBT a non-exclusive, perpetual, irrevocable, unrestricted, transferable, fully sublicensable, worldwide, royalty-free license to use, distribute, display, reproduce, perform, modify, adapt, publish, translate and create derivative works from any content you post in any form, media or technology, whether now-known or hereafter developed.

III. Third Party Advertisements

1. You acknowledge and agree that SBT may feature advertisements from SBT or third parties. SBT's disclosure of information for third party advertising is addressed in our Privacy Policy here: http://www.greatlittlebook.com/privacypolicy.html.

IV. Links to Third Party Sites

1. SBT's Sites and Services may provide links to other Web sites or resources over which SBT does not have control ("External Web sites"). Such links do not constitute an endorsement by SBT of those External Web sites. You acknowledge that SBT is providing these links to you only as a convenience, and further agree that SBT is not responsible for the content of such External Web sites. Your use of External Web sites is subject to the terms of use and privacy policies located on the linked to External Web sites.

V. SBT Rights

- 1. You acknowledge and agree that SBT reserves all intellectual and look and feel and copyrights to the layout, design, concept, content and organization of the SBT Sites and Services.
- 2. You acknowledge and agree that SBT is the sole owner of all right, title and interest in the Services, the Sites, and all look and feel and content copyrights, patents, trademarks and other intellectual property rights therein.
- 3. You acknowledge and agree that any use of the SBT Sites, Services, technology, content, and/or look and feel and content copyrights, patents, trademarks or other intellectual property rights, other than as described in this Agreement is strictly prohibited.
- 4. You acknowledge and agree that the distribution of any SBT Services, technology, look and feel or content copyrights, or other intellectual property obtained through the SBT Sites to any third party not affiliated with your organization or company without the express written consent of SBT is strictly prohibited. In addition, you agree not to copy the layout, design, concept and organization of the Sites or Services at any time.

- 5. You agree not to use any of SBT's trade names, branding, service marks or any other trade insignia without SBT's prior written consent.
- 6. You acknowledge and agree that SBT, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of SBT Sites or Services for any reason at any time. Such termination will result in the deactivation or deletion of your Account or your access to same, and the forfeiture and relinquishment of all content, training progress or data in them. SBT reserves the right to refuse service to anyone for any reason at any time.

VI. No Warranty

- 1. Access to SBT Sites and Services is provided "as-is", "with all faults" and "as available".
- 2. SBT does not guarantee the accuracy or timeliness of information available from the Sites and Services.
- 3. SBT makes no warranty that the Sites and Services will meet your requirements.
- 4. No advice or information, whether oral or written, obtained by you through the Sites or Services shall create any warranty whatsoever, whether implied or otherwise.
- 5. If you need technical or any other kind of support, please send an email to concierge@smallbizthoughts.com.

VII. Limitation of Liability

- You agree that in no event shall SBT, its officers, directors, employees, vendors, advertisers or agents be liable to you in any manner whatsoever for indirect, special, incidental, punitive or consequential damages arising out of your use of the Sites or Services provided by SBT, including but not limited to loss of data, profits or revenue.
- 2. Your sole and exclusive remedy with respect to the use of the Sites or any Services provided by SBT shall be cancellation of your subscription to the Sites and Services.

VIII. Payment Terms

- Once initiated, your Free or Paid Subscription to all SBT Sites and Services are maintained by you on a voluntary, month-to-month or year-to-year basis with no longterm commitment requirements after the first year. All paid subscriptions require a minimum one-year commitment. After the first year, you have the option of cancelling your Free or Paid SBT subscription at any time with absolutely no obligation.
- 2. A Paid Subscription is billed in advance on a monthly or annual basis on its anniversary date and is non-refundable. There will be no refunds or credits for partial months of service, or for months unused with an active account. In order to treat everyone equally, no exceptions will be made.
- 3. All Paid Subscription fees are exclusive of any applicable taxes, levies, or duties you or your organization may be liable for, and you are solely responsible for payment of all such taxes, levies, or duties.

IX. Cancellation

- Since we are a month-to-month or year-to-year service, you may cancel your Free or Paid Subscription at any time after the first year. Our Paid Subscription fee is prepaid so we simply require that you cancel prior to your monthly or annual renewal date or you will be charged your next month's or year's subscription fee.
- 2. We do not prorate or refund our services.
- You and you alone are solely responsible for properly canceling your Free or Paid Subscription by logging in to the Sites and clicking on the My Account link, then selecting the Payment link on that page. You will receive a cancellation confirmation message on screen and by email.
- 4. If you cancel your Paid Subscription before the end of your current paid-for month or year, your account will be converted to a Free Subscription immediately and you will not be charged again.
- 5. Upon cancellation of a Paid Subscription and conversion to a Free Subscription:
 - A. You and your staff must immediately cease usage of all resources obtained from SBT's Sites and Services through your Paid Subscription. This includes all files, tools, and checklists downloaded by you or your staff via your Account during your active subscription.
 - B. You and your staff will no longer have access to any tools, Audio Books, Audio Programs, Books, Business Processes, Documents, Forms, Tools, Marketing Collateral, Slide Decks, Videos, Classes, Webinars, or other materials that are not included in the Free Subscription.

PLEASE NOTE THAT YOU AND YOU ALONE ARE SOLELY RESPONSIBLE FOR PROPERLY CANCELING YOUR SUBSCRIPTION BY FOLLOWING THE INSTRUCTIONS IN THIS SECTION. UNTIL YOU PROVIDE US WITH A COMPLETED CANCELLATION REQUEST, YOUR ACCOUNT WILL BE CHARGED MONTHLY OR ANNUALLY FOR YOUR SUBSCRIPTION FEE. INACTIVITY IN YOUR ACCOUNT WILL NOT CONSTITUTE A CANCELLATION.

X. Applicable Law, Severability, and Indemnification

- 1. These Terms of Service shall be governed by and interpreted in accordance with the laws of the State of California, United States.
- 2. The failure of SBT to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service constitute the entire agreement between you and SBT and govern your use of the Sites and Services, superseding any prior agreements between you and SBT (including, but not limited to, any prior versions of the Terms of Service).
- 3. As a Subscriber, you agree to indemnify and hold harmless SBT, its officers, directors, employees, vendors, advertisers and agents against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any breach of your covenants under this Agreement or your use of the Sites or Services.

XI. Notices

- 1. By subscribing, you consent to receiving electronic communications from SBT and its partners and affiliates according to our Privacy Policy. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to our Sites and/or Services. These electronic communications are part of your relationship with SBT and you receive them as part of your use of SBT's Sites and Services. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.
- 2. Except as explicitly stated otherwise, all notices permitted or required under these Terms of Service shall be by email, to us at concierge@smallbizthoughts.com, and to you at the email address you provide SBT during the subscription process, or to such other address as either of us shall specify in writing as our addresses for notice. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Evidence of successful transmission shall be retained.
- 3. SBT may modify these Terms of Service at its sole discretion by posting modifications on its websites. Your continued use of the Sites and Services after notices of modification constitutes your acceptance of the modifications. If you do not agree to the modifications, you should cancel your subscription to the Sites and Services.

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