

Terms of Use and Membership Agreement

Summary

- **Welcome! This platform was created to address the issues and challenges of young adult women.**
- **By selecting “I agree and consent” and/or by using meredithwboggs.com the blog and affiliated social platforms (instagram, facebook, twitter, pinterest), you are stating that you have read and agree to the terms and conditions in this Terms of Use and Membership Agreement.**
- **You can’t, and won’t, copy, display, redistribute, or otherwise exploit any intellectual property or other content found during your use of the Platform except for your own personal, educational, non-commercial use.**
- **Let’s live by the golden rule, do to others as you would have them do to you. If MWB or with other users of the blog and social platforms – by unsolicited tagging, spamming, communicating, or otherwise contacting other users in connection with your business endeavors, campaigns, multi-level marketing endeavors, or otherwise, MWB has the right, with or without warning, to terminate your membership and/or block you from the blog and social platform.**
- **Hateful, rude, violent, and otherwise unlawful communications will not be tolerated and will be grounds to block you or otherwise immediately terminate your use of the blog and social platforms. Bottom line: just be respectful and remember the golden rule!**
- **No part of the blog or social platforms are a substitute for professional counsel. No part of the blog or social platforms constitutes, legal, professional, medical or healthcare advice or diagnosis, and may not be used for such purposes. Always consult a professional before taking action that could result in legal or physical or emotional medical consequences.**

- **MWB will not be liable for anything stemming from your reliance on any action or inaction by MWB. MWB not responsible for any part, nor will get involved in any event, actions or conduct that takes place outside of the blog or social platforms**
- **If you violate these Terms of Use, your access to the blog and social platforms may be revoked or terminated, with or without warning.**

Agreement

This Platform is maintained by **Meredith W. Boggs** (MWB). By using the blog and social platforms, you must comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you may not use the Platform.

1. Agreement. This Term of Use and Membership Agreement (the “**Terms of Use**”) specifies the terms and conditions for your access to and use of the blog and social platforms and describes the terms and conditions applicable to your access of and use of the blog & social platforms. These Terms of Use may be modified at any time by **MWB** upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at meredithwboggs.com/terms. Each use of the Platform by you shall constitute and be deemed your unconditional acceptance of these Terms of Use.

2. Privacy. The collection, handling, and use of your personal data and information about you is governed by the privacy policy

3. Intended Audience; Membership; Denial of Access.

a) The blog and social platforms are not intended for any children under the age of 18. You may have the option to create a membership account to participate in certain features of the blog or social platforms . If you are under the age of 18, you are not permitted to register as a user or otherwise submit personal information to MWB.

b) If you create an account, you agree to provide, maintain and update true, accurate, current, and complete information about yourself in the registration process. You will not impersonate any person or entity or misrepresent your identity or affiliation with any

person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph.

c) You are prohibited from sharing your username and/or password with any other user or any third-party. Doing so will result in your immediate termination from the the blog and social platforms without warning. You also agree to promptly notify MWB with any questions of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the blog and social platforms. MWB, for any reason and at its sole discretion, may decide that any person shall be denied access to any part of the blog and social platforms. By agreeing to these Terms of Use, you agree to cease and desist immediately from any attempt to access the blog and social platforms upon issuance of a denial.

4. User Content.

a) You warrant and represent that all content added to the blog and social platforms by or at the behest of you or your agents or representatives, including, without limitation, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials ("**User Content**") is free of third-party claims and does not infringe the rights of any third party. By adding or uploading User Content, you warrant and represent that you own or otherwise control all rights to the User Content. MWB is not responsible or liable for any User Content on the blog and social platforms. User Content does not express the views of MWB. MWB does not guarantee that it will edit or delete User Content. MWB has the right, but not the obligation, to monitor User Content. MWB reserves the right to reveal your identity (or whatever information MWB knows about you) if a complaint or legal action arises from your behavior or User Content submitted or transmitted by you through the blog and social platforms. Unless otherwise specified, MWB does not claim ownership of the User Content on the blog and social platforms. You acknowledge that MWB is not responsible for the accuracy of any User Content and that you and not MWB are solely responsible for any User Content you post or upload to the blog and social platforms. MWB provides this blog and social platforms for entertainment, informational, and educational purposes only. You may not rely on any information and opinions expressed on the blog and social platforms for any other purpose. It is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of the content on this blog and social platforms. Under no circumstances will MWB be liable

for any loss or damage caused by your reliance on any content on the blog and social platforms.

b) By posting or uploading User Content to this blog and social platforms, you are granting MWB permission to use the User Content in connection with the blog and social platforms. By submitting User Content, you also grant MWB the right, but not the obligation, to use your biographical information, including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called “moral rights” with respect to the User Content..

5. Personal and Non-Commercial Use of blog and social platforms. The blog and social platforms, and all Intellectual Property located in the blog and social platforms, is for your personal, educational, and non-commercial use, unless otherwise specified. You may not use any Intellectual Property or any service provided by the blog and social platforms for any other purpose, including any commercial purpose, without the prior express written permission of MWB. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works (or “spin-offs”) from — or transfer, sell or otherwise exploit or infringe on — any portion of the blog and social platforms, or on any intellectual property rights related to any Intellectual Property, or any products, or services obtained from or otherwise transmitted through the blog and social platforms. Any violation of this Section will be grounds for termination, with or without notice, and all other available legal action.

6. Compliance with Laws and Prohibited Uses. You will comply with all applicable laws regarding your use of the blog and social platforms. You assume all knowledge of applicable law and are responsible for compliance with all such laws. You are prohibited from using the blog and social platforms in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. You are further prohibited from:

- Sharing your username and/or password with any other user or any third-party;
- Crossing appropriate boundaries – either with MWB or with other users of the blog and social platforms – (where appropriateness will be determined by MWB in MWB’s sole discretion) including, but not limited to, unsolicited tagging, spamming, communicating with, or otherwise contacting other

users (or MWB) in connection with your business endeavors, campaigns, multi-level marketing endeavors, or otherwise;

- Using the blog and social platforms for any commercial uses or for the benefit of any third party, including, but not limited to, the sale of or permitting access to the blog and social platforms and any related content;
- Posting or transmitting material through the blog and social platforms that violates or infringes in any way on the rights of others, including, without limitation, any copyright, trademark, patent, trade secret, moral right or other intellectual property right, right to privacy, right of publicity, or personal, contractual, proprietary or other third-party right of MWB or any other person or entity;
- Posting or transmitting material through the blog and social platforms that impersonates another or is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, lewd, filthy, excessively violent, harassing or otherwise objectionable;
- Posting or transmitting material through the blog and social platforms that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
- Posting or transmitting material through the blog and social platforms that is an advertisement for goods or services or a solicitation of funds;
- Posting or transmitting material through the blog and social platforms that includes personal information such as messages that identify phone numbers, social security numbers, account numbers, addresses, or employer references;
- Posting or transmitting material through the blog and social platforms that contains a formula, instruction, or advice that could cause harm or injury; material that is a chain letter or “spam” of any kind;
- Posting or transmitting material through the blog and social platforms where the licensed use of that material by MWB would result in MWB having any obligation or liability to any party; or
- Posting or transmitting material through the blog and social platforms that could be used to facilitate mail abuse or unsolicited email of any type (spam).

MWB reserves the right to refuse service, terminate membership, revoke access or otherwise take action against you for violation of this Section or any of these Terms of Use.

7. Indemnification. You will indemnify and hold MWB and its parents, subsidiaries, affiliates, members, officers, directors, employees, agents, representatives, sponsors and service providers harmless from any claim, demand, liability, loss, damages, expense or cause of action, including reasonable attorneys' fees and costs due to or arising out of your breach of these Terms of Use, your use of the blog and social platforms, or infringement by you, or other user of the Platform using your computer, of any intellectual property right or any other right of any person or entity. You will cooperate as fully as reasonably required in the defense of any such claim. MWB reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any such matter without MWB's written consent.

8. Waiver. MWB's failure to insist on or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right, or of any subsequent breach. MWB may discontinue operation of the blog and social platforms, or your use of the Platform, in either case in whole or in part, in its sole discretion. Any waiver of these Terms of Use by MWB must be in writing and signed by an authorized representative of MWB. You have no right to maintain or access your User Content on the blog and social platforms, and MWB has no obligation to return your User Content or otherwise make it available to you once your access to the blog and social platforms has terminated, unless otherwise required or stated to the contrary in the privacy policy.

9. Disclaimer. MWB will not be liable for anything stemming from your reliance on any action or inaction by MWB. MWB not responsible for any part, nor will get involved in any event, actions or conduct that takes place outside of the blog or social platforms. MWB cannot possibly verify the statements of all users of the blog and social platforms. MWB exists to provide lifestyle guidance. You acknowledge and agree that MWB is not a replacement for in-person community or professional counseling or guidance, and MWB disclaims any and all liability stemming from your reliance on any action or inaction by MWB. Your use of the blog and social platforms, and any educational or other material within the blog and social platforms, is at your sole risk. Results are not guaranteed. No content located on or accessed through the blog and social platforms, including, but not limited to, User Content, is intended to, nor

does it constitute legal, professional, medical or healthcare advice or diagnosis, and may not be used for such purposes. **MWB is not a licensed counselor or psychologist.** Always consult a professional before taking action that could result in legal or physical or emotional medical consequences. The blog and social platforms and any information or service provided through the Platform is provided on an “as is” and “as available” basis. MWB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SMW MAKES NO WARRANTY (1) AS TO ANY RESULTS OR PARTICULAR MWB FROM YOUR USE OF THE BLOG AND SOCIAL PLATFORMS OR FROM ANY INFORMATION OR GUIDANCE PROVIDED FROM OR OBTAINED THROUGH YOUR USE OF THE BLOG AND SOCIAL PLATFORMS; (2) THAT THE BLOG AND SOCIAL PLATFORMS WILL MEET YOUR REQUIREMENTS, (3) THAT THE BLOG AND SOCIAL PLATFORMS, AND ANY INFORMATION OR SERVICE PROVIDED BY THE BLOG AND SOCIAL PLATFORMS, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (4) THAT THE RESULTS OF USING THE BLOG AND SOCIAL PLATFORMS, AND ANY INFORMATION OR SERVICE PROVIDED BY THE BLOG AND SOCIAL PLATFORMS, WILL BE ACCURATE OR RELIABLE, (5) AS TO THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH YOUR USE OF THE BLOG AND SOCIAL PLATFORMS OR THAT IT WILL MEET YOUR EXPECTATIONS, OR (6) THAT ANY ERRORS IN ANY TEXT, SOFTWARE, OR CODE UTILIZED BY THE BLOG AND SOCIAL PLATFORMS WILL BE CORRECTED. No advice or information, whether oral or written, obtained by you from or through the Platform shall create a warranty not expressly stated in these Terms of Use.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL MWB BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE BLOG AND SOCIAL PLATFORMS, YOUR USE OF THE BLOG AND SOCIAL PLATFORMS, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE BLOG AND SOCIAL PLATFORMS AND/OR ITS CONTENT IS TO CEASE ALL OF YOUR USE OF THE BLOG AND SOCIAL PLATFORMS. You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or

limitations in these Terms of Use that directly conflict with such laws may not apply to you.

11. Use of Information. MWB reserves the right, but not the obligation, at all times, to disclose any information it maintains about you as necessary to satisfy any applicable law, regulation, legal process or governmental request.

12. Public Forums. Public forums may be available through the blog and social platforms. If you use a public forum on the blog and social platforms and disclose personally identifiable information, you should be aware that such information could be read, collected or used by other users. MWB is not responsible for the personally identifiable information you choose to submit through public forums. You are and shall remain solely responsible for the content you post on these forums and the blog and social platforms and for the consequences of submitting and posting the same. You should be skeptical about information provided by others, and you acknowledge that the use of any content, including User Content, posted on the blog and social platforms is at your own risk.

13. Applicable Law; Venue. You agree that the laws of the state of Tennessee, without regard to conflicts of laws provisions, will govern these Terms of Use, and any dispute that may arise between you and MWB or its affiliates. Any and all disputes arising under or related to these Terms of Use must be settled in a court of competent jurisdiction in Nashville, Davidson County, Tennessee.

14. Severability. If any provision of these Terms of Use is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect.

15. Modification and Termination of the Platform. MWB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the blog and social platforms or any part of the blog and social platforms, including, but not limited to, limiting participation and/or closing with or without notice. You agree that MWB will not be liable to you or any third party for any modification, suspension or discontinuance of the blog and social platforms or any service.

16. Relationship of the Parties. Nothing contained in these Terms of Use or your use of the blog and social platforms shall be construed to constitute you or MWB as a partner, joint venturer, employee or agent of the other, nor shall either you or MWB hold itself out as such. Neither you nor MWB has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

17. Entire Agreement. These Terms of Use, along with the Summary first listed above and the Privacy Policy, constitute the entire agreement between you and MWB, govern the terms and conditions of your use of the blog and social platforms, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and MWB with respect to the blog and social platforms. To the extent the terms in the body of these Terms of Use conflict or contrast with the Summary above, the provisions in the Terms of Use will supersede any language in the Summary. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies, guidelines, or rules that may apply when you use the blog and social platforms. MWB may revise these Terms of Use at any time by updating it and posting it on the blog and social platforms. Accordingly, you should visit the Platform and review the Terms of Use periodically to determine if any changes have been made. Your continued use of the blog and social platforms after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

18. Contact Information. If you have any questions regarding these Terms of Use, please contact us at hello@meredithwboggs.com.