

## **Warranties, Disclaimers and Legal Rights**

Pursuant to U.S. State & Federal Laws the following is a statement of your legal rights.

### **No Warranties**

ALL WEBSITES, SERVICES AND PRODUCTS ARE PROVIDED, AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE WEBSITES, SERVICES, PRODUCTS OR WRITTEN MATERIALS IN THE TERMS OF ACCURACY, CORRECTNESS, RELIABILITY OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE WEBSITES, PRODUCTS AND SERVICES ARE ASSUMED BY YOU. IF THE WEBSITES, PRODUCTS, SERVICES OR WRITTEN MATERIALS ARE DEFECTIVE, YOU, AND NOT OUR COMPANY, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

THIS IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT IS MADE BY OUR COMPANY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OUR COMPANY SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON SUCH INFORMATION OR ADVICE TO DO SO.

### **Customer Remedy**

Our company's entire liability, and the purchaser's exclusive remedy, shall be a refund of the price paid or replacement of our products, at our option. We limit replacement to thirty days. All remedies are limited to the United States.

Some states do not allow the exclusion or limitation of liability, so the above limitations may not apply to you.

### **Limitation & Exclusion Of Liability**

These warranties exclude all incidental or consequential damages. Our company, and its suppliers, will not be liable for any damages whatsoever, including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss. Some states do not allow the exclusion or limitation of liability, so the above limitations may not apply to you.

### **Legal Forum, Choice Of Laws & Official Language**

This offering is a contract between you the buyer and our business, the seller. The seller is based in Detroit, Michigan, U.S.A. and by doing business with us you agree that this offering is made from Detroit, Michigan, U.S.A. and shall be governed by the laws of the State of Michigan and the U.S.A.. By electing to participate in this offer, you are entering into a contract.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Michigan. In addition, you agree to submit to the jurisdiction of the courts of the State of Michigan, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of Detroit in the State of Michigan, USA.

The terms constituting this offering are set forth in writing on this Web site. You hereby agree to submit to the jurisdiction of the State and Federal Courts located in Detroit, Michigan, U.S.A. to resolve any disputes or litigation hereunder. Whether or not you choose to print this offering, containing the terms and conditions as described herein, you agree that this contract constitutes a writing.

This agreement is being written in English, which is to be the official language of the contract's text and interpretation. If you do not agree with the above terms and conditions, you have the option to not participate in this offer.

## **Copyrights**

This web site and information contains copyrighted material, trademarks, and other proprietary information. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works of, on in any way exploit, in whole or in part, any Proprietary or other Material.

## **License**

All images, text, contents, products and scripts are licensed and never sold, unless otherwise stated. Reproduction is prohibited. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the licensed program or product, or any subset of the licensed program or product, except as provided for in this agreement or expressly in writing. Any such unauthorized use shall result in immediate and automatic termination of this license and may result in criminal and/or civil prosecution.

Our company reserves all rights not expressly granted here.

© 2012 Hay There Social Media

## **Program Disclaimer**

Every effort has been made to accurately represent this service and its potential. There is no guarantee that you will protect your child's online safety and reputation using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee. The ability to apply our lessons is entirely dependent on the person using our service, ideas and techniques. We do not purport this as a "safeguard to cyberbullying" and any actions directly or indirectly related to it. We are not child protection experts or authorities on the mental or physical health of children. Nothing herein shall be construed to constitute specific legal or medical advice or recommendations. Furthermore, by using this training program, you understand that you should still seek legal and medical counsel when appropriate for your specific situation.

This training program is being provided **AS IS** for informational purposes, without any warranties, except for any applicable return policies. This training program is not guaranteed to produce any particular result. Use the information contained herein at your own risk.

Any claims made of actual earnings or examples of actual results can be verified upon request. Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions.

Materials in our service and our website may contain information that includes or is based upon forward-looking statements within the meaning of the securities litigation reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance.

Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our materials.

**TRADEMARKS:** Hay There Social Media & Saving Face v.1.0 for Parents of Tweens, the Hay There Social Media and Saving Face for Parents of Tweens logo, are trademarked. Other product names and companies mentioned herein

may be trademarks of their respective owners. Hay There Social Media, LLC makes no claim in the trademarks of these third parties.

**NO ENDORSEMENT:** None of the companies mentioned herein have endorsed this product.

**ILLUSTRATION COPYRIGHTS:** The photographs and illustrations used herein are the copyright of various websites as denoted and their respective authors.

## **TERMS AND CONDITIONS OF USE**

We have taken every effort to design our Web site to be useful, informative, helpful and honest. Please let us know if you'd like to see improvements or changes that would make it even easier for you to find the information you need and want.

All we ask is that you agree to abide by the following Terms and Conditions. Take a few minutes to look them over because by using our site you automatically agree to them. Naturally, if you don't agree, please do not use the site. We reserve the right to make any modifications that we deem necessary at any time. Please continue to check these terms to see what those changes may be! Your continued use of the Web site means that you accept those changes.

### **Restrictions on Use of Our Online Materials**

All Online Materials on the site, including, without limitation, text, software, names, logos, trademarks, service marks, trade names, images, photos, illustrations, audio clips, video clips, and music are copyrighted intellectual property. All usage rights are owned and controlled by. You, the visitor, may download Online Materials for non-commercial, personal use only provided you 1) retain all copyright, trademark and propriety notices, 2) you make no modifications to the materials, 3) you do not use the materials in a manner that suggests an association with any of our products, services, events or brands, and 4) you do not download quantities of materials to a database, server, or personal computer for reuse for commercial purposes. You may not, however, copy, reproduce, republish, upload, post, transmit or distribute Online Materials in any way or for any other purpose unless you get our written permission first. Neither may you add, delete, distort or misrepresent any content on the site. Any attempts to modify any Online Material, or to defeat or circumvent our security features is prohibited.

Everything you download, any software, plus all files, all images incorporated in or generated by the software, and all data accompanying it, is considered licensed to you by or third-party licensors for your personal, non-commercial home use only. We do not transfer title of the software to you. That means that

we retain full and complete title to the software and to all of the associated intellectual-property rights. You're not allowed to redistribute or sell the material or to reverse-engineer, disassemble or otherwise convert it to any other form that people can use.

### **Submitting Your Online Material to Us**

All remarks, suggestions, ideas, graphics, comments, or other information that you send to through our site (other than information we promise to protect under our privacy policy becomes and remains our property, even if this agreement is later terminated.

That means that we don't have to treat any such submission as confidential. You can't sue us for using ideas you submit. If we use them, or anything like them, we don't have to pay you or anyone else for them. We will have the exclusive ownership of all present and future rights to submissions of any kind. We can use them for any purpose we deem appropriate to our mission, without compensating you or anyone else for them.

You acknowledge that you are responsible for any submission you make. This means that you (and not we) have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

### **Limitation of Liability**

WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY OF ITS SITE.

THESE INCLUDE (BUT ARE NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY:

\* USE OF (OR INABILITY TO USE) THE SITE \* USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR SITE \* FAILURE OF OUR SITE TO PERFORM IN THE MANNER YOU EXPECTED OR DESIRED \* ERROR ON OUR SITE \* OMISSION ON OUR SITE \* INTERRUPTION OF AVAILABILITY OF OUR SITE \* DEFECT ON OUR SITE \* DELAY IN OPERATION OR TRANSMISSION OF OUR SITE \* COMPUTER VIRUS OR LINE FAILURE \* PLEASE NOTE THAT WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING: \* DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY \* DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "CONSEQUENTIAL DAMAGES".) \* OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "INCIDENTIAL DAMAGES.")

WE ARE NOT LIABLE EVEN IF WE'VE BEEN NEGLIGENT OR IF OUR

AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR BOTH.

EXCEPTION: CERTAIN STATE LAWS MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES. IF YOU LIVE IN ONE OF THOSE STATES, THE ABOVE LIMITATION OBVIOUSLY WOULD NOT APPLY WHICH WOULD MEAN THAT YOU MIGHT HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES.

HOWEVER, IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY AND EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR THEY'RE CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID IF ANYTHING TO ACCESS OUR SITE.

### **Links to Other Site**

We sometimes provide referrals to and links to other World Wide Web sites from our site. Such a link should not be seen as an endorsement, approval or agreement with any information or resources offered at sites you can access through our site. If in doubt, always check the Uniform Resource Locator (URL) address provided in your WWW browser to see if you are still in a -operated site or have moved to another site. is not responsible for the content or practices of third party sites that may be linked to our site. When provides links or references to other Web sites, no inference or assumption should be made and no representation should be inferred that is connected with, operates or controls these Web sites. Any approved link must not represent in any way, either explicitly or by implication, that you have received the endorsement, sponsorship or support of any site or endorsement, sponsorship or support of, including its respective employees, agents or directors.

### **Termination of This Agreement**

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from all Web site, along with all related documentation and all copies and installations. may terminate this agreement at any time and without notice to you, if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our Web site, we do not in any way promise that the materials will remain available to you. And is entitled to terminate all or any part of any of its Web site without notice to you.

### **Jurisdiction and Other Points to Consider**

If you use our site from locations outside of the United States, you are responsible for compliance with any applicable local laws.

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the Michigan, as it is applied to agreements entered into and to be performed entirely within such jurisdiction

To the extent you have in any manner violated or threatened to violate and/or its affiliates' intellectual property rights, and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Michigan, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Detroit, Michigan. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Detroit, Michigan, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

We may modify these Terms of Use, and the agreement they create, at any time, simply by updating this posting and without notice to you. This is the ENTIRE agreement regarding all the matters that have been discussed.

### **Maintaining Your Privacy.**

Privacy is becoming increasingly important to every one of us what with the incessant volumes of SPAM (unsolicited commercial email) and increasing occurrences of identity theft.

Personal contact information submitted via any of our websites (such as your name, email address, phone number etc.) is securely protected through our professional email management system. Rest assured, we will never, ever rent, sell or share your email address.

If you become a client of ours, every word you share with us is held in the strictest of confidence. We respect your privacy.

### **Email removal**

To unsubscribe at any time, scroll to the foot of any email and click the appropriate link. If you have any questions or difficulties in unsubscribing, please contact us at [support@haytheresocialmedia.com](mailto:support@haytheresocialmedia.com).