

Website Terms and Conditions of Use

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Copyright Restrictions & License of Use to User:

By purchasing this contract template, you agree to use it for personal or business use only. It may be modified, edited, and printed. You are **PROHIBITED** from sharing it or gifting it away or reselling it and all other unauthorized uses not granted under this license.

The contracts may be stored on your personal or business devices only. If used on a public computer or device not owned by you, you must delete all records of stored files after use.

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Legal Disclaimer:

180° Contracts provides a product. Purchase of this contract template does not constitute legal advice, come with legal advice, or create an attorney-client relationship between you and the company and its affiliates. It is designed for you to edit and is not ready to use.

Instructions are for informational and educational purposes only. There is always risk in editing and modifying your own contracts. 180° Contracts provides general contracts that does not include provisions based on state specific laws. Contracts are mostly governed by state law. As such, it is best you seek an attorney for advice.

INSTRUCTIONS ON HOW TO USE 180° CONTRACTS

180° Contract Templates are templates of contracts that require you to customize and enter information specific to your business and legal situation **BEFORE** you use them.

All yellow highlighted portions are intended to be deleted or edited once you complete the instructions. No yellow highlights should appear in your contract unless it is for the other party to complete. Also, unbold any text you insert.

Instructions on how to edit the template are in yellow and bold capital letters and brackets. Read the instructions carefully.

It is very important that you do not delete or edit non-highlighted portions as they contain key legal protections and some provisions are standard contract language. If you do delete or edit, proceed with caution and consider consulting an attorney to review before use.

Note that your company name should be the legal name you registered with the state under and must include behind it either: LLC, L.L.C., L.C., LLP, L.L.P., or Inc. just as it was registered with the state.

If you do business as another name under your company, include the legally registered name and behind it include "dba [INSERT THE DBA NAME]."

Thank you for purchasing 180° Contracts. All the best as you build a legally protected and profitable business.

INSTRUCTIONS ON USING THE TERMS AND CONDITIONS OF USE

A Privacy Policy and Terms and Conditions of Use are NOT the same. They both protect your website in different ways. Terms and Conditions of Use is a contract between your website or Company and the users of your site providing them with the terms and conditions they must abide by when using your website.

Terms and Conditions of Use protects you when you need to block someone from using your site or take any course of action against a user or visitor. A Privacy Policy does not do that. It only shares information on your data privacy collection and protection procedures.

Terms and Conditions, Terms of Service, and Terms of Use are often used interchangeably. This contract is placed on the homepage footer of your website with a link to the actual contract.

There is one thing that you should know based on how judges have decided on whether a Company's Website Terms and Conditions is legally enforceable or unenforceable against website visitors and that is "did the visitor actually consent." A Terms and Conditions Statement is a contract and contracts require at least two people to consent to be legal.

In order for your Terms and Conditions Statement to stand up in court, a website visitor must take some action to show they consent or agree to your Website Terms and Conditions. One way to do this is consider adding a notification pop-up bar at the top of your website notifying visitors that by using your website they consent to your Terms and Conditions Statement and having a consent or agree box they can click. Another is to require they check a box with a statement stating they have read and agree to the terms of your Terms and Conditions Statement before they add their name to your mailing list or make a purchase.

Your pop-box should also be for notifying visitors of your use of Cookies and direct them to your Cookie Policy as required by European data privacy laws. Both your Terms and Conditions Statement and Cookie Policy notice in the pop-up box should include a hyperlink for visitors to click on and read.

A Website Cookie Policy is included in our Privacy Policy Template.

More on How to Use this Template

Standard legal contract language is included. If you choose to modify, do so with caution. Changes can remove legal protections including the removal or movement of a period or comma.

Instructions on how to edit and modify the contract are in the yellow highlights and bold portion.

Tips on Contract Language

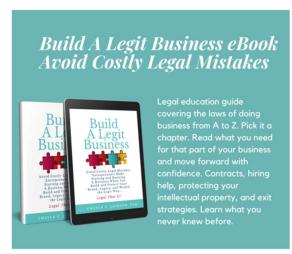
Contracts create rights, responsibilities or duties, and privileges that all give possible legal standing to sue in court. Below are key terms.

- **May**= A right. It is a right that gives permission to act, but the person is not required to take action.
- *Will, Must or Shall* = A duty. These words require the person to take action. Failure to do so can be a breach of a contract with legal consequences.
- *Effective Date* = Date the contract becomes effective or start date.
- Where As = Standard contract language that signals the background information giving rise to the contract or information about the parties.
- *Consideration* = This is a legal requirement for a contract to be legal or legit. It means an exchange given for consideration to enter the contract. An offer is made, consideration is paid or given, and acceptance of the contract terms occurs = a legally binding contract. They teach that day 1 of law school.

Interested in learning more about contracts and the meaning of the contract language?

You can do that and learn more about the other laws that affect your business with the Build A Legit Business: Avoid Costly Legal Mistakes Entrepreneurs Make Starting and Running a Business While You Build and Protect Your Brand, Legacy, and Wealth the Legit Way... *Legal That Is!*

Use code Legit180 for 50% off. Purchase your copy today at www.buildalegitbusiness.com.



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Website Terms and Conditions of Use

Terms and Conditions of Use

This Agreement is between User and www.roundthewayvegan.com

Welcome to our site.

The **[ROUNDTHEWAYVEGAN.COM]** website (referred to in this Agreement as the "Site") is comprised of various web pages with various domains owned and operated by **[ROUND THE WAY VEGAN LLC]** ("Company").

All references to the Company will be included in any reference to the Site.

All references to the Site in this Agreement includes the following domain names:

[ROUNDTHEWAYVEGAN.SQUARE.SITE; SPOTIFY.COM; APPLE.COM/APPLE-PODCASTS; DOMINANT-KULTURE.MYSPREADSHOP.COM]

All references to the Company include the following brands and companies:

[ROUND THE WAY VEGAN LLC, ROUND THE WAY VEGAN KIDZ, ROUND THE WAY VEGAN PODCAST]

The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

The Site is a **FOR PROFIT SITE PROMOTING VEGAN LIFESTYLE**, **CATERING/COACHING AND CONSULTING SERVICES**

Privacy

Your use of the Site is subject to our Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

All affiliate links that connect to the Site or are used in connection to this Site and owned by Company is subject to the Privacy Policy.

Electronic Communications

Visiting the Site or sending emails to Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen in the US and Sixteen in the EU

Site does not knowingly collect personally identifiable information from children under the age of thirteen in the US or 16 in the EU. If you are under 16, you may use the Site only with permission of a parent or guardian. Please review our Privacy Policy on the data we collect.

Shipping/Delivery Policy

All digital or virtual products and services will be delivered to the email address you use to register and/or pay. We will not redeliver a virtual product or service to another email address, except in special circumstances.

All physical products will be shipped by USPS, UPS, or FedEx. Products will ship to the shipping address you provide at the time of your order. If you enter an incorrect shipping address, you may incur additional charges for reshipment.

Due to the changes in global delivery times, we do not reimburse for shipping delays. Please factor in shipping and delivery times when ordering to ensure you receive your product(s) in time. We do our best to ship items out without delay but cannot control mail delivery services. We apologize in advance for any delays. No refunds, discounts, or reimbursements will be provided for shipping or delivery delays.

Refund/Cancellation Policy

Refund Policy:

[DEPOSITS FOR ALL SERVICES ARE NON-REFUNDABLE. PARTIAL REFUND FOR THE REMAINING BALANCE MAY BE CONSIDERED ONLY WHEN ADVANCED NOTICE IS GIVEN 48 HOURS BEFORE SERVICE DELIVERY DATE.

THERE ARE NO SUBSTITUTIONS OR ALTERATIONS TO ORDERS AFTER DEPOSIT IS RECEIVED.

[IF THRERE IS ANYTHING WRONG WITH THE ORDER UPON DELIVERY, 50% OF BALANCE WILL BE REFUNDED]

To request a refund or return, email your name, order number, date of purchase, the reason for your request, and where applicable photos of the item with subject line 'Cancel or Refund" to the following email address:

[ROUNDTHEWAYVEGAN@GMAIL.COM]

Service Scheduling/Cancellation Policy

Check the terms for each service or product which will govern. If there are no specific terms, then the terms here will control.

[RESCHEDULING WILL BE CONSIDERED AND ACCOMMODATED WITH 7 CALENDAR DAYS' NOTICE AND IF THERE IS NO OTHER SCHEDULE CONFLICT FOR THE DAY REQUESTED.

Links to Third Party Sites/Third Party Services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Site and is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Site is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Site of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site, you hereby acknowledge and consent that the Site may share such information and data with any third party with whom the Site has a contractual relationship to provide the requested product, service or functionality on behalf of the Site users and customers.

General Disclaimer

The use of this Site and information provided is for educational and informational purposes only, unless stated otherwise. You are solely responsible for any liability that results from actions you take based on the educational material provided on the Site or products and services purchased through the Site or Linked Sites.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by these

Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, videos, recordings, as well as the compilation thereof, and any software used on the Site, is the property of Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site or in the products and services purchased from the Site. Company content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Site content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with in asserting any available defenses.

Class Action Waiver

Any action under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Company agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT,

NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

DAMAGES ARE LIMITED TO ACTUAL DAMAGES.

Termination/Access Restriction

Company reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of **[GEORGIA]** and you hereby consent to the exclusive personal jurisdiction and venue of courts in **[FAYETTE]** County, **[GEORGIA]** in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. Any action brought under this Agreement shall be limited to actual damages.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of the Site. Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Company with respect to such use.

Entire Agreement

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Company/Site with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Company with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

The Site reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. The Site

encourages you to periodically review the Terms to stay informed of our updates.

Non-Waiver

If any party to this Agreement fails to enforce any provision hereof, or fails to exercise any right at any time, such failure shall not constitute a waiver of that or any other provision or right.

Entire Agreement

This Agreement contains the entire agreement relative to the Services and supersedes all prior or contemporaneous oral or written understandings and agreements concerning the subject matter of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions

will remain in full force and effect.

Severability

If any part of this agreement is determined to be invalid, void, or otherwise unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in full force and effect.

Contact Information

We welcome your questions or comments regarding the Terms. Please contact us at:

[ROUND THE WAY VEGAN LLC]

[825 BELLE DRIVE, FAYETTEVILLE, GA 30214]

Email Address: **[ROUNDTHEWAYVEGAN@GMAIL.COM]**

Effective as of [October 31, 2024]