



SusanJosephLLC

Web Site Terms and Conditions of Use Policy

General Rules

1. Agreement to Terms and Conditions. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“TERMS”) CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THE SUSANJOSEPHLLC WEBSITE (“WEBSITE”). BY ACCESSING THIS WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND WILL BE BOUND BY THESE TERMS. IF YOU ARE NOT WILLING TO BE BOUND BY EACH AND EVERY TERM, YOU MAY NOT USE, AND MUST CEASE USING, THE WEBSITE.
2. The materials on this Website include, but are not limited to, all content and materials, including designs, images, editorial, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, white papers, blogs, case studies, press releases, press stories, documents, software, information, patterns, data, the appearance of this Website itself, and any other work” (Collectively, the “Content or Materials”), and are provided by SusanJosephLLC for informational purposes only and is not legal or business advice. Before making any decision or taking any action, you should consult with professional advisors. By accessing or using this Website, you agree to be bound by the general Terms including SusanJosephLLC’s Privacy Policy which is made a part of and incorporated by reference into these Terms.
3. SusanJosephLLC has the right to revise these Terms at any time without notice to you by updating these Terms. The Website is made available on an “as is” basis with no representation or warranty with respect to the functionality or availability and with no guarantee that they are complete, accurate, or timely, nor any guaranty of results from their use. SusanJosephLLC has no obligation to updated the Content, except as required to do so under applicable law. SusanJosephLLC reserves the right to change, suspend, or discontinue any aspects of, the Content or Website at any time without prior notice to you.

4. Access may be suspended at any time without notice. You are responsible for regularly reviewing these Terms. Your continued use of this Website following any changes to the Terms shall constitute your acknowledgment and acceptance of such changes. You may terminate these Terms by not using or discontinuing use of the Website if you do not agree with any such changes. Use of the Website will constitute your acknowledgment and signature to these Terms and evidence that you have read, understand, accept, and agree to the terms of the Agreement. You may print a copy of these Terms for your records. For purposes of these Terms, "SusanJosephLLC" shall refer to SusanJosephLLC and its subsidiaries and affiliates.

5. User Generated Content including Community Pages. The Website may contain functionality that permits you to comment on articles; share materials; provide ideas, proposals, suggestions, user generated content, or otherwise make available certain materials through or in connection with your use of the Website(s) (collectively, "User Generated Content" or "Submission(s)"). Whether related to the Website(s) or otherwise, you acknowledge and agree that your Submissions are not confidential; that your provision of Submissions is gratuitous, unsolicited and without restriction; and that the provision of any Submission does not place SusanJosephLLC under any fiduciary or other obligation or liability. SusanJosephLLC may (but has no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the site; however, we have no control over and are not responsible for any use or misuse (including any distribution) by any third party of Submissions.

6. Certain areas of the Website that permit you to submit User Generated Content may include, but are not limited to, chat rooms and message boards (collectively, "Community Areas"). You acknowledge and understand that when using Community Areas you will be exposed to other users' User Generated Content. SusanJosephLLC is not responsible for the accuracy, usefulness, timeliness, accuracy, efficacy, veracity, or safety of such other users' User Generated Content. You further understand and acknowledge that you may be exposed to other users' User Generated Content that are inaccurate, offensive, indecent, or objectionable. SusanJosephLLC assumes no responsibility for actively monitoring Community Areas for inappropriate User Generated Content. SusanJosephLLC reserves the right to remove or edit User Generated Content at any time and for any reason. If at any time SusanJosephLLC chooses, in its sole discretion, to monitor Community Areas or edit User Generated Content, SusanJosephLLC nonetheless assumes no responsibility or liability for the User Generated Content, no obligation to modify or remove any inappropriate User Generated Content, and no responsibility or liability for the conduct of any user submitting User Generated Content.

7. User Generated Content Rules. You agree to comply with the User Generated Content Rules and shall not upload, post, or publish any User Generated Content to the Website or Community Areas:
 - a. that is known by you to be false, inaccurate, or misleading;
 - b. that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

- c. that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
 - d. that is or may reasonably be considered to be defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation;
 - e. for which you were compensated or granted any consideration by any third party;
 - f. that includes any information that references other website(s), addresses, email addresses, contact information or phone numbers; or that contains any computer viruses, worms or other potentially damaging computer programs or files;
 - g. that is off-topic or irrelevant material to any Community Area;
 - h. that is unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation, without our express written approval; or
 - i. that attempts to impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity or indicate that you are an employee or representative of SusanJosephLLC.
8. User Generated Content – License. You warrant that you are the author and owner of the intellectual property rights in your User Generated Content. You automatically grant SusanJosephLLC a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable and fully sublicensable right and license to use, publish, reproduce, display, modify and otherwise use, adapt, sell and distribute, delete in its entirety, translate, create derivative works from, publicly perform, analyze, and incorporate your User Generated Content into any form, medium or technology, without compensation to you for any purpose including promotional purposes such as testimonials.
9. You acknowledge and agree that your Submissions may be subject to caching due to technical processing and transmission of the Website.
10. You waive and relinquish any moral rights that may exist in your User Generated Content, and agree not to assert any moral rights in your User Generated Content. SusanJosephLLC does not want, and cannot accept, any User Generated Content you consider to be confidential or proprietary. Accordingly, all User Generated Content is not confidential and will become and remain SusanJosephLLC's property, subject to the Terms and Privacy Policy.
11. Usernames and Passwords. If, as part of the registration process for access to portions of the Community Areas, you are asked to select a username and password, then you will be responsible for all activities occurring under your username and for keeping your password secure. You are solely responsible for any and all uses of your username, password, and account. You shall immediately notify SusanJosephLLC of any unauthorized use of your account or any suspected loss or disclosure of your username and password. SusanJosephLLC shall have no liability for any damage or loss that you incur as a result of someone else using your password or account, either with or without your knowledge.
12. If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old. You agree that you will not use this Website if you are under the age of 18.

13. If you are using the Website(s) on behalf of a corporation or other organization, you represent and warrant that you have the ability to agree to these Terms on behalf of such organization and all references to "you" throughout these Terms will include such organization, jointly and severally with you personally.

If you choose to make publicly available any of your personally identifiable or other information through the Website (for example through posting a comment or other form of Submission), you do so at your own risk and you agree that such Submissions by you will comply with all relevant requirements set out in these Terms.

14. General Use. Except as expressly provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, create derivative works from, transmit, or distribute any Content from this Website in whole or in part without the express prior written permission of SusanJosephLLC. Any unauthorized use of any Content, Materials or this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. SusanJosephLLC expressly disclaims liability from any unauthorized use of any Content, Materials or this Website. Any rights not expressly granted herein are reserved by SusanJosephLLC. You may not "mirror" any Content without SusanJosephLLC's prior express written permission. Unless expressly authorized, you further agree (1) to not copy, modify, deep link, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in the Content or Materials; (2) remove any proprietary notice or label on the Content or Materials; or (2) allow any third party to engage in the foregoing.
15. Intellectual Property. All Content, Materials, copyright, trademark, trade dress, or other intellectual property owned, controlled, or licensed by SusanJosephLLC, is the property of their respective owners, and is protected by U.S. and international intellectual property laws and conventions, including but not limited to copyright. Except where expressly stated otherwise, all source code, processes, designs, technologies, URLs, domain names, marks, logos forming our Website (collectively "Website Materials") are fully vested in us, our licensors, or our suppliers and are protected by applicable copyrights, trademarks, patents, trade secret, or other proprietary rights and laws. You agree that the Content and Materials are licensed subject to these Terms, including the disclaimers and limitations of liability herein. Nothing in your use of the Website or these Terms grants you any right, title or interest in or to the Content or Materials except the limited right to use the Website as set out in these Terms.
16. You will indemnify and hold harmless from any liabilities, proceedings, actions, claims, causes of action, demands, debts, losses, damages, charges, costs, and expenses including reasonable legal costs, any amount to satisfy or pay a judgment and expenses related to or arising from your Submission including instances where your Submission

may infringe on Third Party Content or other third party IP rights or is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful. You will indemnify

17. Trademark. The SusanJosephLLC logo is a trademark of SusanJosephLLC, which is not registered in the United State and other countries. Other SusanJosephLLC product or service names or logos referenced in this Website are trademarks or may be registered trademarks of SusanJosephLLC. All other products, services, and company names mentioned in the Website may be trademarks of their respective owners. Not all of the logos, trademarks or tradenames of SusanJosephLLC are used on this Website, nor all of those logos, trademarks, or tradenames licensed to SusanJosephLLC by third parties. The absence of a product or service name or logo from this list does not constitute a waiver of the trademark or other intellectual property rights of SusanJosephLLC concerning that name or logo. You may not use any trademark displayed on the Website or Content without the express prior written permission of SusanJosephLLC or the relevant owner of the trademark.
18. Website Links. This Website may contain links to other website(s) controlled by parties other than SusanJosephLLC. SusanJosephLLC has no control over any such other website(s), the contents therein or the products/services offered. The existence of any such links shall not constitute an endorsement, representation or warranty by SusanJosephLLC of such website(s), their contents, nor the products or services offered therein. Third Party Content may be subject to applicable copyright, trademark, patent, trade secret, or other proprietary rights and laws. Creating or maintaining any link from another website to this Website is prohibited. Running or displaying this Website or any Content in frames or through similar means on another website is prohibited.
19. Termination. SusanJosephLLC may terminate these Terms and your access to and use of the Website, or any portion thereof, immediately, in its sole discretion, at any time without cause. You may also terminate your own use of the Website by not using the Website. Upon the termination of your use of this Website, whether termination is by SusanJosephLLC or according to your own discretion, you must promptly remove, delete, or destroy, all Content downloaded or otherwise obtained from the Website, as well as all copies of such materials, whether made under the terms of these Terms or otherwise. You agree that if you delete the account to which your Submissions are connected, you acknowledge and agree that SusanJosephLLC may retain a copy or copies of same for archival, compliance and other business purposes, subject to your license to us and our Privacy Policy.
20. Indemnity. You shall defend, indemnify, and hold harmless, SusanJosephLLC, its affiliates, subsidiaries suppliers, licensors, providers, officers, directors, agents and employees from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way related with your access to, or use of, the Website or the Content, your breach of any provision of these Terms, or User Generated Content . SusanJosephLLC reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you or users of your account under this section. You will cooperate as fully as reasonably required in the defense of any such claim.

21. Website Feedback. SusanJosephLLC welcomes your comments and feedback regarding this Website and your Submissions as defined above. However, SusanJosephLLC does not want, and cannot accept, any ideas, materials, or suggestions, you consider to be confidential or proprietary. Accordingly, all comments, feedback, ideas, suggestions and other similar Submissions disclosed, submitted, or offered to us using this Website or otherwise are not confidential and will become and remain our property.

LIABILITY, WARRANTIES, AND DISCLAIMERS

22. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SusanJosephLLC PARTIES DISCLAIM ALL LIABILITY AND SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, GOODWILL, WORK STOPPAGE, SECURITY BREACHES, VIRUSES, COMPUTER FAILURE OR MALFUNCTION, USE, DATA OR OTHER INTANGIBLE LOSSES OR COMMERCIAL DAMAGES, EVEN IF ANY OF SUCH PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH LOSSES, ARISING UNDER OR IN CONNECTION WITH THESE TERMS, THE SITE, THE USE OF OR INABILITY TO USE THE SAME, OR ANY OTHER SUBJECT MATTER HEREOF.
23. Explicit Disclaimer of Third Party Privacy Policies. SusanJosephLLC explicitly disclaims responsibility for the privacy policies and customer information practices of third-party website(s) linked to this Website.
24. SusanJosephLLC cannot guarantee that the Content will be accurate or up-to-date. From time to time, SusanJosephLLC may make suggestions or recommendations of certain products or services, however, SusanJosephLLC make no guarantee as to satisfaction for our suggestions or recommendations or that the suggested or recommended products or services will meet your expectations. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE BY SUSANJOSEPHLLC IN THESE TERMS OR TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID, THE WEBSITE AND THE CONTENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUSANJOSEPHLLC SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PERSON FOR ANY ERRORS OR OMISSIONS IN THE WEBSITE(S); ANY INFORMATION MADE AVAILABLE THROUGH THEM; ANY DECISION MADE OR ACTION TAKEN IN RELIANCE ON THE WEBSITE(S) OR THE INFORMATION MADE AVAILABLE THROUGH THEM; OR FOR ANY LOSS OR DAMAGES - INCLUDING CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES - THAT ARISE OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE(S) OR ANY INFORMATION OR MATERIALS OBTAINED BY YOU VIA OR IN CONNECTION WITH THE WEBSITE(S).SUSANJOSEPHLLC HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED

WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY. SUSANJOSEPHLLC MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTIES, OR CONDITIONS AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY OF THIS WEBSITE OR THE CONTENT. USE OF THE WEBSITE AND THE CONTENT IS AT YOUR SOLE RISK.

25. Limitation of Liability. NEITHER SUSANJOSEPHLLC NOR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, LICENSORS, PROVIDERS, OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, AGENTS, OR EMPLOYEES, (COLLECTIVELY THE "EXCLUDED PARTIES") SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS OR RESULTING FROM THE USE OF OR THE INABILITY TO USE THE WEBSITE OR THE CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH EXCLUDED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF, OR OTHERWISE COULD HAVE FORESEEN, SUCH DAMAGES.
26. Limitation of Liability. NEITHER SUSANJOSEPHLLC NOR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, LICENSORS, PROVIDERS, OFFICERS, DIRECTORS, PRINCIPALS, PARTNERS, AGENTS, OR EMPLOYEES, (COLLECTIVELY THE "EXCLUDED PARTIES") SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS OR RESULTING FROM THE USE OF OR THE INABILITY TO USE THE WEBSITE OR THE CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH EXCLUDED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF, OR OTHERWISE COULD HAVE FORESEEN, SUCH DAMAGES.
27. You acknowledge and accept that use of the Website(s) is subject to the risks inherent in any connection and transmission on the internet, in particular in relation to security risks and vulnerabilities, technical performance and risk of interruption. Accordingly, neither SusanJosephLLC nor any SusanJosephLLC Parties are liable to you in any circumstances for any losses or damages caused by disruption or failure of internet networks or for any interruptions to or restrictions on the accessibility of the Website(s) arising for any reason, including, but not limited to, by reason of a virus, security related vulnerability, or technical or operational failure of any nature.

User Conduct

28. Acceptable conduct. You will use the Website only for lawful purposes. If at any time you become aware of any violation, by any person or entity, of any part of these Terms, you will immediately notify us by contacting sjoseph@susangjoseph.com and provide us with assistance, as requested, to stop or remedy such violation.
29. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If any applicable law, rule or regulation prohibits you to access the Website(s), you may not access them. If you nevertheless access or use the Website(s), you will still be bound to these Terms and shall have all the obligations, responsibilities and liabilities as if you were eligible to do so.
30. Prohibited conduct. In using the Website(s), you must not do any of the following:
- a. Post, transmit or otherwise make available through the Website any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) a virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
 - b. Post, transmit, or otherwise make available through the Website(s) any material protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
 - c. Use the Website(s) for any commercial purpose or otherwise use the Website(s) for processing data or other information on behalf of any third party.
 - d. Use the Website(s) for any purpose that is fraudulent or otherwise tortious or unlawful.
 - e. Interfere with or disrupt the operation of the Website(s) or the servers or networks used to make the Website(s) available, including by hacking or defacing any portion of any of the Website(s); or violate any requirement, procedure or policy of such servers or networks.
 - f. Restrict or inhibit any other person from using the Website(s).
 - g. Create or share content without first obtaining any necessary permissions from third parties or otherwise use the Website(s) to post or transmit any information that you do not have the right to provide; that would violate any applicable law or regulation; or that would violate, infringe or misappropriate any third party right or interest.
 - h. Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Website(s) except as expressly authorized herein, without SusanJosephLLC’s express prior written consent.
 - i. Reverse engineer, decompile or disassemble any portion of any of the Website(s), except where such restriction is expressly prohibited by applicable law.
 - j. Remove or alter any copyright, trademark or other proprietary rights notice on the Website(s) or content you access via the Website(s).
 - k. Frame or mirror any portion of the Website(s), or otherwise incorporate any portion of the Website(s) into any product or service, without SusanJosephLLC’s express prior written consent.
 - l. Systematically download and store Website(s)’ content.

- m. Use any robot, spider, Website(s) search/retrieval application or other manual or automatic device to (a) retrieve, index, “scrape,” “data mine” or otherwise gather content from the Website(s), (b) reproduce or circumvent the navigational structure or presentation of the Website(s), or (c) Harvest or collect information about users of the Website(s) without SusanJosephLLCs express prior written consent.

If you do not comply with these Terms (or if we have reasonable grounds to suspect or are investigating suspected non-compliance), we may suspend your access to the Website(s) or take any other steps we consider appropriate.

- 31. Privacy and Personal Information. To learn about how SusanJosephLLC protects your privacy, please refer to SusanJosephLLC’s Privacy Policy. SusanJosephLLC’s Privacy Policy is incorporated herein by reference and is made part of these Terms.
- 32. DMCA. SusanJosephLLC takes claims of copyright infringement seriously. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Website(s) infringe your copyright, you (or your agent) may send to SusanJosephLLC a written notice by mail or e-mail, requesting that SusanJosephLLC remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to SusanJosephLLC a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov> for details. SusanJosephLLC will promptly investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2). Notifications of claimed copyright infringement should be sent to the designated agent, sjoseph@susangjoseph.com. We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.
- 33. Compliance with Law. You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of this Website. You acknowledge and agree that violations of these Terms could subject you to criminal or civil penalties.
- 34. Miscellaneous. These Terms, including the Privacy Policy, constitute the complete and entire statement of all terms, conditions, and representations of the agreement between you and SusanJosephLLC with respect to its subject matter and supersedes all prior agreements, writings or understandings, whether oral or in writing.

These Terms will be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., excluding its conflicts of law principles. Any controversy or claim arising out of or relating to these Terms or the existence, validity, breach or termination thereof, whether during or after its term, will be brought in the federal or state courts having jurisdiction over Westchester County, New York, to whose exclusive jurisdiction you hereby irrevocably submit.

We reserve the right to amend these Terms at any time without notice to you, but we will use reasonable efforts to publish each amendment before such amendment becomes effective. The latest, fully-amended version of these Terms will be published on the Website(s). You are responsible for regularly reviewing the Website(s) to obtain timely notice of such amendments. If any amendment is unacceptable to you, you may terminate the agreement between you and us regarding the use of the Website(s) as set out in these Terms. If you continue to use the Website(s) after the effective date of any amendment, you will be conclusively deemed to have accepted such amended version of these Terms.

Both parties hereby exclude the application of the Uniform Computer Information Transactions Act (“UCITA”), the United Nations Convention on the International Sale of Goods (“CISG”) and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to UCITA or CISG to these Terms. Provisions of these Terms that by their nature, or to give effect to their meaning, must survive expiration or termination of these Terms, including but not limited to the sections entitled Copyright, Trademark, Disclaimer, Limitation of Liability, Indemnity, and Miscellaneous, shall survive any expiration or termination of these Terms.

If any provision of these Terms is held to be invalid, it shall either be (a) reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances or (ii) of the remaining provisions hereof under all circumstances, or (b) if such reformation is not possible, severed from these Terms and the remainder of these Terms shall continue in full force and effect. No waiver, amendment, or other modification of these Terms, will be effective unless it is in writing signed by SusanJosephLLC or posted by SusanJosephLLC on this Website.

No course of conduct shall operate to waive, amend, or modify these Terms. The waiver by SusanJosephLLC of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or different right or remedy in subsequent instances. Section titles in these Terms are for convenience only and shall not be used to limit, extend, or define any provision of these Terms.

Limitation Period. Any cause of action you may have with respect to these Terms or the Website(s) must be commenced within one year after the claim or cause of action arose, or it will be barred.

Notices. Any notice, consent, waiver, approval, authorization or other communication to be delivered in connection with these Terms and Conditions:

by us to you will be deemed to have been effectively and validly given if delivered or sent to any of the contact particulars then listed in your Account;

by you to us will be deemed to have been effectively and validly given only if in writing and delivered or submitted to [use form].

Assignment. We may at any time assign our rights and obligations under these Terms, in whole or in part, without notice to you. You may not assign these Terms without our prior, written consent. These Terms will inure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.

Relationship. You agree that no joint venture, partnership, fiduciary, employment or agency relationship exists between us and you as a result of these Terms or use of the Website(s).

Force Majeure. Neither party will be responsible for a failure to fulfil its obligations under these Terms or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of nature, acts of government, war, riots, strikes and accidents in transportation, but excluding a lack of financing, cash or credit.

Entire Agreement. These Terms, as amended from time to time, including any and all documents, Website(s), rules, terms and policies referenced herein, including but not limited to the Privacy Statement, constitutes the entire agreement between us and you with respect to your use of the Website(s).

This Website is controlled and operated by SusanJosephLLC from its corporate headquarters located in Rye Brook, New York.

SusanJosephLLC DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT CONTAINED ON THIS SITE. BY MAKING AVAILABLE THE WEBSITE(S), SusanJosephLLC IS NOT MAKING AN OFFER OF ANY FINANCIAL, LEGAL OR OTHER PROFESSIONAL SERVICES OR GOODS, AND THE INFORMATION PRESENTED ON THE WEBSITE(S) SHOULD NOT BE CONSTRUED AS LEGAL, FINANCIAL OR ANY OTHER PROFESSIONAL ADVICE OR SERVICE.

Some jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. In such circumstances, to the extent that such prohibitions prohibit any exclusions and limitations in these Terms, such exclusions and limitations will not apply to you strictly to the extent necessary to make these Terms consistent with such prohibitions.

Privacy. Each of the Website(s) has a Privacy Statement. You acknowledge that you have read the Privacy Statement located on each of the Website(s), as it may be updated from time to time (the "Privacy Statement"). You further acknowledge that, to the extent required under applicable law, by using such Website you consent to the collection, use, and disclosure by us of your personal information (whether previously collected or to be collected) for the purposes identified therein. You also consent to our use of such personal information in accordance with such Privacy Statement, which is incorporated herein by reference and forms an integral part of these Terms.

Updates

The Privacy Statement and Terms are current as of the date on the top of this page. We may update the Terms and Privacy Statement at any time by publishing an updated versions here. If

you continue to use the Website(s) after any such changes, that will indicate you accept those changes.