

Website Terms of Use

Last Modified: January 3, 2024

- **INTRODUCTION.** These Terms of Use are entered into between You and Blue Magnolia Bookkeeping (“Company” “we” or “us”).
- **PARTIES.** The term “you” or “your” refers to any user, purchaser, or visitor of www.bluemagnoliabookkeeping.com (“the Website”), including any content, services, functionality, mobile applications, downloadable materials, and courses (“the Services”). By using this Website, you agree that you are at least 18 years old or of legal age in your applicable jurisdiction and eligible to form a binding contract with the Company. Collectively, you and Company will be referred to as “the Parties.”
- **ACCEPTANCE OF TERMS OF USE.** The following Terms and Conditions “Terms of Use” govern your use of and access to the Website and Services. The Terms of Use are legally binding and it is your responsibility to read them before you begin to use the Website or Services. By using and/or visiting this Website you accept and agree to be bound and abide by these Terms of Use and Privacy Policy www.bluemagnoliabookkeeping.com/privacypolicy, which is incorporated herein by reference.
- **MODIFICATIONS TO THE TERMS OF USE.** We reserve the right to update or change the Terms of Use at any time in our sole discretion. All changes are effective immediately once posted to the Website and apply to all access to and use of the Website thereafter. It is therefore important that you review these Terms regularly to ensure you are updated as to any changes. The “last modified” date at the top of this page reflects the last date changes were made to the Terms of Use.
- **PRIVACY.** You agree that all information you provide to register with this Website, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy www.bluemagnoliabookkeeping.com/privacypolicy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- **ACCESS AND USE OF WEBSITE.** Company reserves the right to modify or discontinue the Website or Services, or any part thereof, temporarily or permanently, with or without notice. You agree that Company will not be liable if for any reason all or any part of the Website or Services are unavailable at any time or for any period.
- **USER ACCOUNT.** If you are provided with a username, password or any other

account information, you must treat such information as confidential. You may not provide your username, password or other account information to another person or provide any other person with access to the Website or Services using your username, password, or other security information. You agree to notify us immediately of any authorized access to or use of your account, username or password. You agree to exit your account at the end of each session and exercise caution when accessing an account from a public or shared computer so that others are not able to view or record your personal information.

- **INTELLECTUAL PROPERTY RIGHTS.** All content and features on the Website, including but not limited to information, software, images, text, designs, graphics, video, audio, and the arrangement thereof, are owned by the Company, its licensors or other providers of such material, and are protected by copyright, patent, trademark, trade secret and other intellectual property or proprietary rights laws. The Company name, trademarks, the Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its licensors. You may not use such trademarks or other intellectual property belonging to the Company without the prior written consent of the Company.
- **WEBSITE FOR PERSONAL USE.** The Website and Services are solely for personal and non-commercial use. You may not use the content or other materials for any commercial purpose or for any noncommercial or commercial public display.
- **NO REPRODUCTION.** You may not reproduce, distribute, modify, create derivative works of, republish, transmit, sell, resell, or exploit any of the material on the Website, except and only except as follows: i) You may print or download one copy of a reasonable number of pages of the Website solely for your own personal, non-commercial use; ii) If Company provides desktop, mobile or other applications for download you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use.
- **COPYRIGHT INFRINGEMENT NOTICE.** If you believe your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Blue Magnolia Bookkeeping of your claim at support@bluemagnoliabookkeeping.com, as set forth in the Digital Millennium Copyright Act of 1998 (“DMCA”). To be effective your notification must be in writing and include the following information:
 - An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
 - Identification of the copyrighted work that you claim has been infringed;

- A description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
 - Your address, telephone number and email address;
 - A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright or intellectual property owner or authorized to act on behalf of the owner.
- **REPEAT INFRINGER POLICY.** In accordance with the DMCA and other applicable law, the Company has a policy of terminating the user accounts of repeat infringers. We may also at our sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.
 - **USER CONTRIBUTIONS.** By submitting a comment, photo, video or other materials onto our Website, you agree that we have a non-revocable commercial license to republish your submission in whole or in part, unless you explicitly state in writing that we do not have such permission.
 - **FEES.** Fees for the services and downloads are set forth on the Website. We reserve the right to change the fees at any time.
 - **REFUND POLICY.** Due to the immediate and direct access to the downloadable content we do not offer a refund of any kind.
 - **PAYMENT POLICY.** You agree and warrant that all payment instruments, credit cards and related information, i.e. billing address, used in connection with any Service that is provided for a fee, are correct and that you are authorized to use such payment instrument. With regard to any payment plan, you agree to pay Company the amount specified in the payment plan in accordance with the terms of such plan and this Terms of Use. You hereby authorize Company to bill your payment instrument in accordance with the terms of the applicable payment plan.
 - **RECURRING SUBSCRIPTIONS.** If you select a Service with a recurring subscription (autorenewal) you authorize Company to maintain your account and payment information and charge that account automatically upon the renewal of the Service. If you wish to terminate your subscription, you must email support@bluemagnoliabookkeeping.com at least ten (10) days prior to the renewal.
 - **LATE PAYMENTS.** If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

- **CHARGEBACKS.** You agree that you will request a refund prior to requesting a chargeback with your financial institution. In the event you attempt to acquire a chargeback, you will forfeit access to products and services from and by the Company. We may present proof of your consent to these Terms of Use and your access to the products and services to the financial institution.
- **THIRD PARTY WEBSITE LINKS.** If Company, its Website or Services provide links to other sites and resources provided by third parties, including links in advertisements or sponsored links, these links are provided solely for your convenience. Company cannot control the contents of third party websites and if you choose to access third party websites you do so at your own risk. Company is not responsible for and does not endorse such third party sites. You agree that Company will not be liable for any loss or damage that may arise from your use of them.
- **SOCIAL NETWORKING SERVICES.** You may be able to enable or log into the Service via various online third party services, such as social networking services (“Social Networking Services”). Any information you provide to Social Networking Services that is provided to us will be used stored and disclosed by us in accordance with our Privacy Policy www.bluemagnoliabookkeeping.com/privacypolicy. The manner in which your information is used, stored and disclosed by Social Networking Services is governed solely by the policies of such third parties and Company has no liability or responsibility for the actions of such third parties.
- **MOBILE SERVICES.** The Service may include certain services that are available via mobile device “Mobile Services.” To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text messages or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.
- **USER CONDUCT AND CONTRIBUTIONS.** These User Conduct Standards apply to all Services on the Website, including all comments, code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other material (“User Content”) that you upload, publish, email or display via the Service or on the Website. You are solely responsible for all User Content that you upload, publish, email or display via the Service or on the Website. User Content must comply with all applicable federal, state, local, and international laws and regulations. User Content must not: i) Infringe on any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person or entity; ii) Contain software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer

software or hardware or telecommunications equipment or pose or create a privacy or security risk to any person; iii) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; iv) Contain any material that is defamatory, obscene, indecent, pornographic, vulgar, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; v) Cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, alarm, or annoy any other person; vi) Promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; vii) Solicit personal information from anyone under the age of 18; viii) Promote any illegal activity or unlawful act; ix) Impersonate any person or entity, or misrepresent your identity or affiliation with any person or organization; x) Harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; xi) Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation. The Company reserves the right to remove or disable access to any User Content for any or no reason, including User Content that, in its sole discretion, it determines violates this Terms of Use Agreement. The Company is not responsible for User Content nor does it endorse any opinion contained in any User Content. You will indemnify and hold the Company harmless from and against all damages, losses, and expenses of any kind (including attorney’s fees) arising out of any claims related to your User Content.

- **WEBSITE MONITORING / ENFORCEMENT.** We have the right to monitor User Content and to remove or refuse to post any User Content for any or no reason in our sole discretion. We have the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. We have the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or User Content.
- **TERMINATION.** We have the right to terminate or suspend your access to the Website or Services for any or no reason including without limitation, any violation of these Terms of Use.
- **GENERAL DISCLAIMER.** To the fullest extent permitted by law, we expressly disclaim any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Website and Services, including without limitation any liability for any loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of contracts; damage to or corruption of data; or

any indirect or consequential loss, whether such loss or damage was foreseeable or in the contemplation of the Parties, whether caused by negligence, breach of contract or otherwise. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website or that the Website will otherwise meet your needs or expectations. Neither the Company nor anyone associated with the Company warrants that the Website, Services, its related content, or any services obtained through the Website will be error-free, accurate, reliable, or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free from viruses or other harmful components. The foregoing does not affect any liability that cannot be excluded or limited under applicable law. Website and Services are for informational/educational purposes only. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Company shall not be liable for any and all liability arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. We are not medical, legal, financial or other professionals, or if we are, we are not acting in any professional capacity, including medical, legal, financial or otherwise. Nothing on this Website and Services should be construed as medical, legal, or financial advice.

- **WARRANTIES DISCLAIMER.** Your use of this Website, its content, Services or items obtained through the Website is at your own risk. The Website, its content, Services or items obtained through the Website are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- **EARNINGS DISCLAIMER.** While we may reference certain results, outcomes or situations on this Website or Services, you understand and acknowledge that we make no guarantee as to the accuracy of third party statements contained herein or the likelihood of success for you as a result of these statements. You understand that individual results and outcomes will vary. We cannot guarantee your success merely by your access, purchase or completion of any material or products on the Website and Services. Any results displayed on the Website or Services are not guaranteed or typical.
- **THIRD PARTY DISCLAIMER.** We are not liable for any defamatory, offensive or illegal conduct of any third parties. To the fullest extent permitted by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, programs, data or other proprietary material due to your use of the website or any services or items obtained through the Website. Where the Website contains links to other sites and resources provided by third

parties, these links are provided for your information only. We have no control over the contents of those sites or resources and will not be responsible for them or any loss that may result from their use.

- **TECHNOLOGY DISCLAIMER.** We make reasonable efforts to provide you with modern, reliable technology. However, in the event of a technological failure, you accept and acknowledge our lack of responsibility for said failure. The Website is updated on a regular basis and while we try to make accurate statements in a timely and effective manner, we cannot guarantee that all information on the Website and Services are completely accurate, complete or up to date, and disclaim liability for any such errors or omissions.
- **ASSUMPTION OF RISK.** By accessing the Website, its Services and related material, whether paid or unpaid, you assume the risk of your access and any subsequent actions you choose to take as a result of the informational or educational materials provided to you.
- **INDEMNITY AND RELEASE.** You agree to indemnify, defend and hold harmless Company, its affiliates, employees, agents, licensors, and service providers from and against any and all third party suits, claims, demands, causes of action, liabilities, damages, judgments, losses, costs and expenses, including reasonable legal expenses and attorney's fees arising out of your use of the Website, including but not limited to your User Content, any use of the Website's content, Services, and products other than as expressly authorized in these Terms of Use, or your use of any of the information obtained from the Website and Services.
- **LIMITATION ON LIABILITY.** You understand and agree that, to the maximum extent permitted by applicable law, the Company will not be liable for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Website and Services, including without limitation any liability for any loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of contracts; damage to or corruption of data; or any indirect or consequential loss, whether such loss or damage was foreseeable or in the contemplation of the Parties, whether caused by negligence, breach of contract or otherwise. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.
- **SEVERABILITY.** If any portion of this Terms of Use is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.
- **ENTIRE AGREEMENT.** This Agreement constitutes the final, exclusive Agreement between you and Company regarding the use and access of the Website. All earlier and contemporaneous agreements, negotiations,

understandings, representations and warranties between the you and Company regarding the Website are expressly merged into and superseded by this Agreement.

- **CONTACT.** This Website is operated by Blue Magnolia Bookkeeping. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: support@bluemagnoliabookkeeping.com.
- **LIMITATION ON TIME TO FILE CLAIMS.** Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Website must be commenced within one (1) year after the cause of action accrues; otherwise such cause of action or claim is permanently barred.
- **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule.
- **BINDING ARBITRATION, VENUE AND CHOICE OF LAW.** Any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, including the applicability and/or enforceability of this binding arbitration provision, shall be settled exclusively by binding and non-appealable arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be three. The place of arbitration shall be Corunna, MI. Michigan law shall apply. Each party shall pay its own proportionate share of arbitrator fees and the arbitration fees and expenses of the American Arbitration Association. This binding arbitration will be the Parties' sole remedy in the event of a dispute between the Parties. The Parties waive their right to lead or participate in any lawsuit, including a class action lawsuit.