



Terms and Conditions

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The following describes the legal "Agreement" between you (an individual) and Carol Bory Etiquette Consulting ("Carol Bory Etiquette Consulting") regarding the use and storage of a BizQ Etiquette Guide. This Agreement is only valid for individuals.

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II. LICENSE

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Violation of the licensing provisions of this Section II by you (or by any third party to whom you have improperly provided access to the Content) shall constitute a material breach of this Agreement, and shall cause this Agreement, and the License granted hereunder to immediately and automatically terminate without notice. In addition to all other rights and remedies available to Content Provider, at law or in equity, and notwithstanding anything to the contrary herein, Carol Bory Etiquette Consulting shall be entitled to seek injunctive relief from a court of competent jurisdiction to avoid continued infringement of its intellectual property rights, including copyright. Carol Bory Etiquette Consulting, if it prevails, shall have the right to recover from you its attorney fees and other costs arising from your infringement of Carol Bory Etiquette Consulting's intellectual property rights, including copyright.

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a. Fees

If you are downloading the Content, you agree to pay Carol Bory Etiquette Consulting the then-current fees required for the download, as provided as part of the download or installation process, or otherwise as part of your membership to the web site (as applicable). All payments shall be in United States Dollars. If you are installing the Content from media upon which it is electronically stored, you agree to ensure that the purchase price has been paid for the Content prior to such installation.

b. Taxes

All fees and other charges set forth in the download and installation process do not include any federal, state, or local sales, use, value-added, property, excise, withholding or other taxes, customs or duties now or hereafter levied which shall be for your account. Any taxes or amounts in lieu thereof paid or payable by Content Provider in respect of any such taxes on such fees or charges (excepting only taxes on net income) shall be added to your obligations as an additional charge, which shall be due within thirty (30) days after invoice therefore.

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Your remedies under this Agreement are exclusive and are limited to those expressly provided for herein.

V. INDEMNITY

You agree to indemnify Carol Bory Etiquette Consulting against any and all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in connection with the alleged or actual: (i) material breach of this Agreement by you; or (ii) breach of your warranties or representations herein. Carol Bory Etiquette Consulting shall promptly notify you in writing of any such claim or suit, and cooperate fully (at your expense) in the defense of such claim or suit. Carol Bory Etiquette Consulting may participate in the defense of such claim or defense at its own expense.

VI. LIMITATION OF LIABILITY

IN NO EVENT SHALL CAROL BORY ETIQUETTE CONSULTING BE LIABLE TO YOU, OR ANY OTHER THIRD PARTY, IN EXCESS OF THE PRICE YOU PAID FOR YOUR LICENSE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF CAROL BORY ETIQUETTE CONSULTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THESE LIMITATIONS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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CAROL BORY ETIQUETTE CONSULTING EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY OUTCOMES YOU SUFFER AS A RESULT OF USING THE CONTENT. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU EXPRESSLY AGREE TO ASSUME ALL RISKS ASSOCIATED WITH AND WHICH MAY ARISE FROM YOUR USE OF THE CONTENT.

VII. TERM AND TERMINATION

a. Term

The term of this Agreement shall begin on the date that you first download/install the Content and shall continue in effect until such time as either party terminates the Agreement, with or without cause. Carol Bory Etiquette Consulting reserves the right to change or discontinue at any time any aspect or feature of this Site or the Content

b. Effect of Termination

Upon termination of this Agreement for any reason, (1) all licenses granted hereunder shall terminate immediately, (2) you shall erase and destroy all copies of the Content (including, without limitation deleting the Content from any cached files on the hard drive of your computer); and (3) CAROL BORY ETIQUETTE CONSULTING shall immediately cease providing access to the Content to you.

c. Survival

The parties' rights and obligations under Sections II(b), II(c), II(d), III, IV, V, VI, VII(b), and VIII shall survive any expiration or earlier termination of this Agreement.

VIII. GENERAL TERMS

a. Governing Law

This Agreement and all matters arising out of or otherwise relating to this Agreement, shall be governed by the laws of the State of Arizona, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties hereby submit to the personal jurisdiction of the state and federal courts in the State of Arizona. Exclusive venue for any litigation permitted under this Agreement shall be with the state and federal courts located in City of Phoenix.

b. Rights to Injunctive Relief

Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach of Section II (a), (b), and that, notwithstanding the agreement regarding arbitration, an aggrieved party shall be entitled to seek injunctive relief from a court of competent jurisdiction in the event of any such breach. Such injunction shall be in addition to, and not in lieu of other remedies available at law or in equity. Each party expressly agrees that it shall not seek a bond in excess of \$200 in connection with the issuance of any such injunction.

c. Arbitration

Except as otherwise provided herein, either party may submit any dispute arising out of or relating to this Agreement to binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in City of Phoenix, and conducted by a single arbitrator, knowledgeable in software, the Internet and e-Commerce. The party bringing the action shall be responsible for paying all costs for arbitration, including the arbitrator's fees, unless attorney's fees may be awarded to the prevailing party under this Agreement or as a matter of substantive law. The arbitrator shall have no authority to award any punitive or exemplary damages, certify a class action, add any parties, or to vary or ignore the terms of this Agreement and shall be bound by governing and applicable law. This Section shall not apply to any breach (or any allegation which if true would constitute a breach) of Section II (a) or (b).

d. Assignment

The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part by you.

e. Severability

If for any reason a court of competent jurisdiction or arbitrator finds any provision of this Agreement or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

f. No Waiver

Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision, and no waiver of one breach will constitute a waiver of subsequent breaches of the same or of a different nature.

g. Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

h. Headings

Section and subsection headings of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

i. Force Majeure

Carol Bory Etiquette Consulting shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to: acts of God; war, riot, embargoes, acts of civil or military authority, or terrorism; fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay Carol Bory Etiquette Consulting's performance.

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