

Terms and Conditions

Agreement between User and KeepingClever.com

Welcome to KeepingClever.com. The KeepingClever.com website (the "Site") is comprised of various web pages operated by Keeping Clever ("KC"). KeepingClever.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of KeepingClever.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. KeepingClever.com is a Blog Site.

Keeping Clever is on a mission to assist starting entrepreneurs to build their businesses with strong branding, storytelling, and presentation skills.

Privacy

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

Electronic Communications

Visiting KeepingClever.com or sending emails to KC 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.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that KC is not responsible for third party access to your account that results from theft or misappropriation of your account. KC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

KC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use KeepingClever.com only with permission of a parent or guardian.

Cancellation/Refund Policy

You may cancel your consultation or private coaching up to 15 days prior to the beginning of service.

Any cancellations made 14 days prior to, or after 30 days of service will not qualify for a refund. Please contact us at Hello@KeepingClever.com with any questions.

Links to Third Party Sites/Third Party Services

KeepingClever.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of KC and KC 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. KC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by KC of the site or any association with its operators.

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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. KC 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 KC 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 KC or our licensors except as expressly authorized by these Terms.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

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You agree to indemnify, defend and hold harmless KC, 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. KC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with KC in asserting any available defenses.

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Termination/Access Restriction

KC 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 Michigan and you hereby consent to

the exclusive jurisdiction and venue of courts in Michigan 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.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and KC as a result of this agreement or use of the Site. KC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of KC'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 KC with respect to such use. If any part of this agreement is determined to be invalid or 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 effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the

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and KC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and KC 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

KC reserves the right, in its sole discretion, to change the Terms under which KeepingClever.com is offered. The most current version of the Terms will supersede all previous versions. KC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

KC welcomes your questions or comments regarding the Terms:

Email Address:

Hello@keepingclever.com

Keeping Clever Founder, CEO: RizaKay@KeepingClever.com

Effective as of November 27, 2020

