**TERMS AND CONDITIONS**

Welcome to LJ Sullivan LLC!

By accessing any areas of www.ljsullivan.com (collectively, the “**Website**”), you agree to be legally bound and to abide by the terms and conditions set forth below (these “**Terms**”) including any subsequent modifications to them. Certain features of the Website may be subject to additional guidelines, terms, or rules, which will be posted on the Website in connection with such features and are incorporated by reference into these Terms.

THESE TERMS GOVERN YOUR USE OF THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU ARE ACCEPTING THESE TERMS, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS. YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OF AGE. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITE.

THESE TERMS ALSO INCLUDE A LIMITATION OF LIABILITY (SECTION 2) FOR ALL CLAIMS FOR DAMAGES AGAINST LJ Sullivan LLC THAT MAY ARISE OUT OF YOUR USE OF THE WEBSITE.

The Website is owned and operated by LJ Sullivan LLC, a California (USA) limited liability company. Any references herein to LJ Sullivan LLC, www.ljsullivan.com, “**Company**,” “**we**,” “**our**,” or “**us**” shall be deemed to refer to the Website and/or LJ Sullivan LLC, as applicable under the circumstances.

**1. INTELLECTUAL PROPERTY**

**(a) In General.** You acknowledge that the Company owns all right, title, and interest in and to the Website, including without limitation all intellectual property rights, and such rights are protected by U.S. and international intellectual property laws. You agree that you will not copy, reproduce, alter, modify, or create derivative works from any portion of the Website. Such rights derive from any of the Company’s copyrights, trademarks, patents, trade dress, and other such intellectual property rights that Company may have with regard to the Website.

**(b) Trademarks.** You acknowledge that these Terms do not convey or grant you any rights to use or reference in any manner the Company’s name(s), logos, trademarks, product names, and/or service names. All trademarks not the property of the Company which may appear on the Website are the property of their respective owners. The use of any such trademarks by the Company is not meant to constitute affiliation, endorsement, or approval by such company with or for the Company or the Website as a whole.

**(c) Copyright and Limited License**. Unless otherwise indicated, this Website and all content and other materials therein, including, without limitation, the Company logo and all designs, the Company’s trademarks and service marks, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “**Site Materials**”) are the proprietary property of the Company or its licensors or users and are protected by U.S. and international copyright laws. You are granted a limited, non-sublicensable license to access and use this Website and Site Materials for personal, informational, and shopping purposes only. Such license is subject to the Terms and does not include: (i) any resale or commercial use of this Website or Site Materials; (ii) the collection and use of any product and/or service listings, pictures, or descriptions; (iii) the distribution, public performance, or public display of any Site Materials; (iv) modifying or otherwise making any derivative uses of this Website and the Site Materials, or any portion thereof; (v) use of any data mining, robots, or similar data gathering or extraction methods; (vi) downloading (other than the page caching) of any portion of this Website, the Site Materials, or any information contained therein, except as expressly permitted on this Website; or (vii) any use of this Website or the Site Materials other than for its intended purpose. Any use of this Website or Site Materials other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel, or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

**(d) Your Content**. You own the rights to anything you post (Your “**User Content**”) to the Website, including text and photographs. You do, however, grant the Company an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, display, transmit, distribute, publish, sublicense, copy, store, provision into and/or reproduce, and create derivative works from all User Content you provide to the Company, in any media now known or hereafter devised, as part of the Website or any of Company’s products or services. Furthermore, by transmitting any message, communication, information or data including photos, contact information, or text, and any other User Content, you grant the Company and its affiliates a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any intellectual property content to collect, use, store, handle, reproduce, display, perform, and transmit such User Content for the purpose of providing the Website that Company provides. You represent and warrant, and can demonstrate to the Company’s full satisfaction upon request that you (i) own or otherwise control all rights to all User Content, or that the User Content is in the public domain, (ii) have the permission to use the name and likeness of each identifiable individual person in such User Content and to use such individual’s identifying or personal information as contemplated by these Terms, and (iii) are authorized to grant all of the aforementioned rights to the User Content to the Company. You agree that the Company, in its sole discretion, has the authority to remove any User Content if in the Company’s sole discretion, the User Content is inaccurate, vulgar, defamatory, or otherwise inappropriate. If you believe that User Content you find on the Website is inappropriate or otherwise inaccurate, please let the Company know at joe@joetopfive.com.

**(e)Survival.** This Section 1 shall survive termination of these Terms.

**2. DISCLAIMERS AND LIMITATION OF LIABILITY**

**(a) Disclaimer of Warranties (Service Is Provided “As Is”).** YOUR ACCESS TO AND USE OF THE WEBSITE PROVIDED BY THE COMPANY ARE AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE WEBSITE THE COMPANY PROVIDES IS STRICTLY PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING, THE COMPANY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY AND ITS PROVIDERS. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY CONTENT MADE AVAILABLE ON THIS WEBSITE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THIS WEBSITE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, (B) THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY CONTENT, MATERIALS, DATA, OR INFORMATION OBTAINED BY YOU THROUGH THE COMPANY WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) COMPANY OR THE SERVER(S) THAT MAKE OUR WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**(b) Limitation of Liability and Indemnification.** IN NO EVENT SHALL THE COMPANY’S AGGREGATE LIABILITY EXCEED ONE HUNDRED UNITED STATES DOLLARS ($100). IN NO EVENT SHALL COMPANY OR ITS PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, COMPANY, INCLUDING, BUT NOT LIMITED TO, THE USE, MISUSE OR INABILITY TO USE THIS WEBSITE OR FOR ANY CONTENT, MATERIALS, PRODUCTS, OR OTHER INFORMATION OBTAINED FROM OR THROUGH THE COMPANY, OR FOR ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF COMPANY OR ITS PROVIDERS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR CERTAIN OTHER TYPES OF DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE COMPANY AND ITS PROVIDERS HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, THAT MAY ARISE FROM (A) YOUR USE, MISUSE OR INABILITY TO USE THIS WEBSITE OR FOR ANY CONTENT, MATERIALS, PRODUCTS, OR OTHER INFORMATION OBTAINED FROM OR THROUGH THE COMPANY, (B) YOUR VIOLATION OF THESE TERMS, AND (C) YOUR VIOLATION OF APPLICABLE LAWS OR REGULATIONS. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT THE PRIOR CONSENT OF THE COMPANY. THE COMPANY WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION OR PROCEEDING UPON BECOMING AWARE OF IT.

 **(c) INTERNET DELAYS.** USE OF THIS WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY AND ITS PROVIDERS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**(d) Force Majeure**. In addition to any excuse provided by applicable law, the Company and its Providers shall be excused from liability for inability or delay or delay in using the Website arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

**(e) Informational Disclaimer.** The content on the pages of the Website may contain information (e.g. blog posts) related to different industries. The content is for general information only and may be updated at any point without any notice. None of the facts or opinions on the Website are given with the intent to substitute advice from professionals, where applicable.

**(f) International Use.** Although the Website may be accessible worldwide, those who access the Website from outside of the United States do so on their own initiative and at their own risk. You are responsible for compliance with local laws in your jurisdiction.

**(g)  Company is Not a Licensed Medical Professional.** You understand and acknowledge that Company is not a licensed psychologist, therapist, or health care professional and does not provide licensed psychologists, therapists, or health care professionals.  Company’s Services do not replace the care of psychologists, therapists, or other healthcare professionals. Company’s Products and Services are in no way to be construed as diagnosis or treatment of any health problem or as a substitute for psychological counseling or any other type of therapy or medical advice.  You should consult with a physician or healthcare professional before starting or discontinuing any diet, weight loss treatment, exercise or supplementation program, before or taking or discontinuing any medication or nutritional supplement, or if you have or suspect you may have a health problem.

**3. THIRD PARTY CONTENT**

**(a) Third Party Site Materials.** TheCompany or users may provide third party content on this Website and links to web pages and content of third parties (collectively, “**Third Party Site Materials**”) as a service to those interested in this information. The Company does not control, endorse, or adopt any Third Party Site Materials and makes warranties that such sites are free from any claims of copyright or other infringement, devoid of viruses, accurate or complete. You acknowledge and agree that the Company is not responsible or liable in any manner for any Third Party Site Materials and undertakes no responsibility to update or review such Third Party Site Materials. You agree to use such Third Party Site Materials contained therein at your own risk.

**(b) Advertisements and Promotions; Third-Party Products and Services***.* TheCompany may display advertisements and promotions from third parties on this Website or may otherwise provide information about or links to third-party products or services. Your business dealings or correspondence with such third parties, and any terms associated with such dealings, are solely between you and such third parties. The Company is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or as the result of the presence of such non-Company advertisers or third party information on this Website.

**4. YOUR USE OF THE WEBSITE**

**(a) Your Conduct.** The Website is made available to you for personal, non-commercial use. Such use must be in compliance with all applicable laws, and rules and regulations of the applicable jurisdiction and must not infringe or violate third party rights. Any unauthorized use of the Website is a violation of these Terms and potentially federal and state laws. Such violations may subject the unauthorized user and its agents to civil and criminal penalties. Examples of unauthorized activities on the Website include:

(i) Impersonating on behalf of any person or entity or otherwise misrepresenting yourself;

(ii) Stalking, intimidating, threatening, or harassing or causing discomfort to other users of the Website;

(iii) Forging any TCP/IP packet header or any part of the header information in any email;

(iv) Attempting to probe, scan, or test the vulnerability of any Company system or network or breach any security or authentication measures;

(v) Circumventing or attempting to circumvent any filtering, copy protection mechanisms, security measures, or other features the Company may adopt for the Website, other users, or third parties;

(vi) Deep-linking to any portion of the Website for any purpose without the Company’s express written permission.

**(b) Your Use Of The Website.** The Website the Company offers is provided only for your own personal use. You are responsible for all of your activity in connection with such services. You shall not (and shall not permit any third party to)take any action or upload, download, post, submit otherwise distribute or facilitate distribution of any content on or through the Website that: (i) infringes any patent, trademark, trade secret, right in confidential information, copyright, right of publicity or other right of any other person or entity; (ii) violates any law or contractual duty or that you know is false, misleading, untruthful or inaccurate; (iii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, vulgar, pornographic, offensive, profane, or otherwise inappropriate as determined solely by the Company; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (“spamming”); (v) involves commercial activities or sales without the Company’s prior written consent; (vi) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damages, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of the Company or any third party; (vii) or impersonates any person or entity, including any employee or representative of the Company. Additionally, you shall not: (a) take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company’s (or its third party providers’) infrastructure; (b) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; (c) bypass any measures the Company may use to prevent or restrict access to the Website (or other accounts, computer systems or networks connected to the Website); or (d) run any form of auto-responder or “spam” on the Website. You also agree that you will only use the Website in accordance with these Terms and all applicable laws.

**(c) You Agree Not To Reverse Engineer.** You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any aspect of the Website for any reason—or to attempt or assist another person to do so.

**(d) Federal, State, International Regulation Compliance.** The Company may be deemed a provider of “interactive computer services” as defined by the Communications Decency Act. 47 U.S.C. Section 230. Pursuant to this law, the Company is not responsible for User Content (e.g. guest blog posts or comments on blogs) and the Company’s liability arising out of User Content is limited.

**5. HYPERLINKS TO THE COMPANY’S WEBSITE.** You are granted a limited, non-exclusive right to create text hyperlinks to this Website for noncommercial purposes, provided such links do not portray the Company in a false, misleading, derogatory, or otherwise defamatory manner and provided that the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use the Company’s logo or other proprietary graphics to link to this Website without the Company’s express written permission. You may not use, frame or utilize framing techniques to enclose any Company trademark, logo, or other proprietary information, including the images found at this Website, the content of any text or the layout/design of any portion of this Website without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of the Company or any third party.

**6. CONFIDENTIALITY.** In the course of providing information via this Website, the Company may deliver to you content, materials, and other information that is confidential, proprietary to the Company, or which constitutes a “trade secret” of the Company (“**Confidential Information**”). You agree that you will hold all Confidential Information in trust for the Company, that you will not publish, disseminate, or otherwise disclose Confidential Information to any person, firm, or entity, and that you will not use Confidential Information to compete with the Company or in any other way detrimental to the Company. “Confidential Information” includes any and all information relating to the Company’s products and/or services, information delivered to you in the course of selling products or rendering services to you, Site Materials, trade secrets, marketing and business plans, strategies, vendors, customers, management and personnel, but does not include information in the public domain other than by reason of a breach of these Terms. In the event you receive a subpoena or court order to disclose any Confidential Information, you will deliver prompt written notice to the Company and will cooperate with our attempts to obtain a protective order or other similar protection for the Confidential Information. This provision shall survive any termination for a period of five (5) years.

**7. PRIVACY AND COMMUNICATION.** In accordance with the terms of the Company’s Privacy Policy, the Company respects the privacy of its users. To view our Privacy Policy, which is incorporated into these Terms by reference, click here: <https://ljsullivan.com/Privacy-Policy-LJ-Sullivan-LLC-9.22.2020.docx>. You acknowledge and agree that the Company may occasionally send you communications such as emails, both for commercial and transactional purposes, regarding your account, the Company’s products and/or services, purchases, or the Website.

**8. TERMINATION.** Notwithstanding any of these Terms, the Company reserves the right, without notice and in its sole discretion, to terminate your license to use this Website and to block or prevent your future access to, and use of, this Website. All terms of this agreement which by their nature extend beyond their termination shall remain in effect until fulfilled and apply to respective successors and assigns.

**9. USAGE BY CHILDREN AND MINORS.** TheCompany cannot prohibit minors from visiting this Website. The Company must rely on parents, guardians, and those responsible for supervising children under 18 to decide which materials are appropriate for such children to view.

**10. APPLICABLE LAW.** These Terms and this Website are created and controlled by the Company, a limited liability company organized in the State of California, U.S.A. As such, the laws of the State of California, U.S.A., will govern these Terms, without giving effect to any principles of conflicts of laws. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of California, U.S.A., for any litigation arising out of or relating to use of or purchase made through the Company (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of the County of Alameda, in the State of California, U.S.A., and agree not to plead or claim in any court of the County of Alameda in the State of California, U.S.A., that such litigation brought therein has been brought in an inconvenient forum. The submission in this Section 10 herein shall not affect the right of the Company to take proceedings in any other jurisdiction nor shall the taking of proceedings in any jurisdiction preclude the Company from taking proceedings in any other jurisdiction.

**11. MODIFICATION OF TERMS.** TheCompany reserves the right to change these Terms at any time. Such changes shall be effective immediately upon notice thereof, which may be given by posting the revised Terms on this page. You acknowledge and agree that it is your responsibility to review this Site and these Terms regularly and to be aware of any modifications. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Terms; and (b) agreement to abide and be bound by the modified Terms.

**12. ELECTRONIC COMMUNICATIONS.** The communications between you and the Company use electronic means, whether you use the Website or send us emails, or whether the Company posts notices on the Website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from the Company in an electronic form; and (b) agree that all terms and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if they were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**13. GENERAL.** The provisions of these Terms are intended to be severable, meaning if for any reason any provision of these Terms shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without affecting the validity or enforceability in any other jurisdiction or the remaining provisions hereof in any jurisdiction. No joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of these Terms. The failure of the Company to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. These Terms, and any applicable policies, comprise the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

**14. CONTACTING US.** If you have any questions about these Terms or your dealings with this Website, please feel free to email us at joe@joetopfive.com.

These Terms were last modified on September 28, 2020.