Terms & Conditions

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By accessing our Website and/or using our Products and Services in any way, you are agreeing to comply with and be bound by these Terms. In addition, when using our Website, you agree to abide by any posted guidelines for all of our Products and Services, which may change from time to time, and to comply with all applicable laws, regulations and rules. If you object to any of these Terms, any guidelines, or any subsequent modifications, or if you become dissatisfied with the Website or our Products and Services, you should immediately discontinue use of the Website. These Terms remain in force and effect as long as you are a user of the Website and/or a registered user. In the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms, including any indemnifications, warranties and limitations of liability. You should periodically review these Terms. Company reserves the right, at any time, to change the Terms by publishing revised terms on the Website. Any use of the Website and/or our Products and Services by you after our publication of any such changes shall constitute your acceptance of these Terms, as modified, with regard to any additional use of the Website or additional purchase of Products and Services. You agree that Company is permitted to access and use any other information provided by you to provide Products and Services and, if necessary, to access such information to obtain contact information in order to provide notifications relating to the Products and Services we provided to you.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE. BY USING THE WEBSITE AND AGREEING TO THESE TERMS, YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO A CONTRACT.

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You agree that you will not do any of the following:

- a. Use any data mining, robots, spiders, or similar data-gathering and extraction methods within the Website or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents.
- b. Circumvent, disable or interfere with the security of the Website or features that prevent, limit or restrict use or copying of the Website or any Materials.
- c. Copy, reproduce, republish, upload, post, transmit, or distribute in any way any Materials, in whole or in part, without our written permission, other than as expressly allowed by us.
- d. Transmit any software or other materials containing viruses, worms, Trojan horses, defects, date bombs, time bombs or other destructive or harmful items.
- e. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or attempt to derive any source code or underlying ideas or algorithms on the Website.
- f. Do anything that imposes or may impose, in our sole judgment, an unreasonable or disproportionately large load on our (or our third party providers') infrastructure.
- g. "Frame" or "mirror" the Website or any part.

- h. Use the Website or any Materials for any unlawful purpose.
- i. Spam or flood.
- j. Resell or make commercial use of the Website or Materials; or (b) make any derivative use of the Website or Materials.

Privacy Policy

Company's Privacy Policy, as displayed on our Website, is part of these Terms. Please read it, because you are agreeing that it applies to our collection and use of information from you.

Purchasing Items Featured on our Website

Company takes reasonable precautions to try to ensure that any prices quoted on the Website are correct, and to describe the items available on the Website as accurately as possible. However, when ordering Products or Services featured on the Website, please note that the Company does not warrant that product and service descriptions are accurate, complete, reliable, current, or error-free. If a Product or Service described on the Website is not as described when you receive or use it, you should contact our customer service department at makecashtomorrow@gmail.com

Pricing Errors and Omissions

Please be aware that prices, availability and other purchase terms are subject to change without prior notice. We make every effort to insure the accuracy of the information on the Website and if errors are discovered, we correct them. Be advised that the Company reserves the right to revoke any stated offer to correct any errors, inaccuracies, or omissions, including after an order has been submitted, after it has been confirmed, or after your credit card has been charged.

Cancellation and Refund Policy

There are no refunds, no returns and no cancellations

Refund Policy

You agree there is no refund policy, cancellation or returns for any of our services.

Modification or Suspension of the Website

You agree that Company, in its sole discretion, may make, and at any time, modify, discontinue, or suspend its operation of this Website, or any part thereof, temporarily or permanently, without notice to you, and you agree that we will not be liable for the consequences of doing so.

Content Disclaimer

THE COMPANY AND ITS OWNERS, PRINCIPALS, REPRESENTATIVES AND AGENTS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, PRODUCTS, SERVICES, OR MATERIALS ON THE WEBSITE. WHILE THE COMPANY STRIVES TO KEEP THE INFORMATION ON THE WEBSITE AND ON THE FEATURED PRODUCTS AND SERVICES ACCURATE, COMPLETE, AND UP-TO-DATE, WE CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION ON THE WEBSITE AND IN PRODUCTS AND SERVICES FEATURED ON THE WEBSITE.

YOUR USE OF THE WEBSITE IS SUBJECT TO ANY ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE WEBSITE AND WITH PRODUCTS AND SERVICES FEATURED BY US.

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THE WEBSITE AND ALL PRODUCTS AND SERVICES FEATURED ON IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WHILE THE COMPANY USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP TO DATE INFORMATION ON THE WEBSITE, THE COMPANY DOES NOT MAKE ANY WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR THE PRODUCTS AND SERVICES FEATURED THEREON, OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Limitations of Liability and Damages

YOU AGREE THAT COMPANY'S LEGAL LIABILITY, INCLUDING THE LIABILITY OF ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS, FOR ANY CLAIM MADE BY YOU ARISING OUT OF YOUR USE OF THE WEBSITE OR PURCHASE OF PRODUCTS OR SERVICES OFFERED THEREON SHALL BE LIMITED TO THE AMOUNT YOU PAID TO COMPANY, EXCEPT AS PROVIDED IN THE ARBITRATION AGREEMENT BELOW. UNDER NO CIRCUMSTANCES WILL SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BE AWARDED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU. EXCEPT AS PERMITTED BY LAW, NOTHING IN THIS PARAGRAPH IS INTENDED TO MODIFY THE PROVISIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 6400, et seq., IF APPLICABLE.

Compliance With Laws

You agree to comply with all applicable federal, state and local laws, regulations, rules and ordinances regarding your use of the Website, including, without limitation, laws regarding import/export of technical data by virtue of your online transmission.

Indemnity

You agree to defend, indemnify and hold Company, its affiliates, officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, attorneys, suppliers and employees, harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of your use of the Website or our Products and Services, your violation of the Terms, or your breach of any of your acknowledgements, agreements, representations, warranties and obligations herein.

YOU ACKNOWLEDGE THAT COMPANY HAS SET ITS PRICES AND HAS PROVIDED ACCESS TO THE WEBSITE IN RELIANCE ON THESE LIMITATIONS OF LIABILITY AND DAMAGES AND THE INDEMNITY IN THESE TERMS, AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS UPON WHICH COMPANY PROVIDES ITS WEBSITE AND OFFERS ITS PRODUCTS AND SERVICES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY AND DAMAGES AND THE INDEMNITY IN THESE TERMS SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

Links to Third Party Sites

The Website may link to other websites that are independent of Company. These links are provided only as a convenience. We make no representation or warranty as to the accuracy, completeness or authenticity of the information contained in, or the products or services provided or sold by, any such site. You visit any such website at your own risk. You agree that Company is not responsible for any loss or damage of any sort you may incur from dealing with such third party website(s).

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Company owns and operates this Website. Company or third parties own all right, title and interest in and to the materials provided on this Website, including but not limited to the "look and feel" of the Website (including its design, layout, color combinations, button shapes and other graphical elements), information, documents, logos, graphics, sounds, page headers, button icons, service marks, trademarks, trade dress, and images (collectively, the "Materials"). Except as otherwise expressly provided by us, you may not copy, republish, reproduce, upload, download, display, post, distribute, or transmit the Materials in any way. Nothing on this Website confers any license, express or implied, of Company's intellectual property rights. Any rights not expressly granted to you by these Terms are reserved by us.

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Enforcement of Rules and Policies

We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. While we are not obligated to take any action, such action may include, but is not limited to, issuing warnings or suspension or termination of your rights to use our Website. You agree that Company shall not be liable to you or any third party for any termination of your access to the Website, and you agree not to attempt to use the Website after said termination. We also reserve the

right to report any activity that we suspect violates any law or regulation to appropriate law enforcement officials or other third parties.

In order to protect our rights, property, personal safety, and those rights, property and the personal safety of our users and viewers, and to ensure the integrity and operation of our business and systems, we may choose to cooperate with any law enforcement request for information or documents, any administrative, civil or criminal subpoena, or any court order, and we may disclose your information (including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing traffic information, and usage history regarding a user in connection with such circumstances.

You are solely responsible for the content that you submit on or through the Website, and any content or information that you transmit to other users or third party advertisers on the Website.

Governing Law

The Terms and the relationship between you and Company shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.

Digital Millennium Copyright Act

If you are a copyright owner or an agent and believe that any Material or content on this Website infringes your copyright, you may submit a notification under the Digital Millennium Copyright Act ("DMCA") by providing the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material
- d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Communications should be directed to our customer service department via our makecashtomorrow@gmail.com.

In order to contact Company regarding a complaint about the Website or Materials, please Contact Us.

Severability of Agreement

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement shall continue in full force and effect.

Electronic Signatures and Agreements

You acknowledge and agree that by clicking on the button labeled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links as may be designated by the Company to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National

Technical Support

If you encounter a technical problem printing or accessing your completed application, or some other problem, our customer service representatives may be able to help.

If you ask a customer service representative to remotely control your computer in order to try to resolve your problem, you acknowledge and accept that Company is not liable for any technical problems that may persist or arise with your computer after doing so.

Miscellaneous

These Terms constitute the entire agreement between you and Company. They govern your use of the Website and Materials and supersede any prior agreements between you and us. Company's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The Terms do not limit any rights that Company may have under trade secret, copyright, patent or other laws. Company's employees are not authorized to modify the Terms, or to make any additional representations, commitments, or warranties binding on Company, except in writing signed by an authorized Company officer. If any provision of these Terms is found to be invalid, you agree that the other provisions of the Terms remain in full force and effect.

You warrant, represent and agree that, by using the Website and/or the Products or Services, you (i) have carefully read and considered these Terms and fully understand its contents, (ii) are consenting to these Terms of your own free will, based upon your own judgment and without any coercion or fear of retaliation, and (iii) you have had a chance to consult independent legal counsel with respect to these Terms.

In the event that you breach these Terms, Company will, in addition to all other available remedies, be entitled to the equitable remedies of a temporary restraining order, preliminary and/or permanent injunction.

Terms Updated on 3/03/2022