



## Site Terms

This web site (the "Site") is owned and operated by the SHERI COOKS LLC. ("CBWN"). By accessing the Site you acknowledge your agreement to these terms and conditions. If you do not agree to these terms and conditions, you should discontinue your use of the Site. CBWN may change these terms and conditions at any time without notice, so you should review these terms and conditions each time you visit the Site.

## Ownership of Materials and Conditions of Use

All information, data, software, graphics, images, text, messages, photographs, audio, video, files, documents, materials and other content on the Site, and all derivative works thereof (collectively, the "Materials"), are owned by CBWN or other parties and are protected by copyright, trademark and other intellectual property laws.

You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works of or using any Materials for commercial or public purposes without the prior written permission of CBWN. CBWN consents to you browsing the Site on your computer, storing and displaying Materials on your computer, and printing copies of Materials from the Site, all for your personal use only and not for redistribution or commercial or public purposes. This limited consent shall terminate automatically if you breach any of these terms and conditions. Specific Material on the Site may be subject to additional terms and restrictions on use as may be indicated in these terms and conditions, the Site or those Materials, and those additional terms and conditions will control and take precedence over the provisions of this Section.

The use of any device, software or routine that interferes or attempts to interfere with the proper working of the Site is expressly prohibited. Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

## Trademarks

Trademarks, logos, service marks and trade names displayed on the Site are the property of either CBWN or third parties. You are prohibited from displaying, using, copying or distributing such logos and marks without CBWN's prior written permission. Nothing in these terms and conditions or on the Site or in any Materials should be construed as granting, by implication, estoppel or otherwise, any permission, license or right to use any trademark, logo, service mark or trade name displayed on the Site without the prior written permission of CBWN or the third party that may own such logo or mark. The use of any trademarks, logos, service marks or trade names owned or licensed by CBWN as a hyperlink to the Site is prohibited without CBWN's prior written consent.

## Links to Other Web Sites

For your convenience, CBWN may include links to other sites on the Internet that are owned or operated by third parties. When linking to a third-party site, you do so at your own risk and should review and determine if you agree to that site's terms and conditions of use and privacy policy before using such site. You also agree that CBWN has no control over the content of any such sites and cannot assume any responsibility for content posted on or published by third-party sites. In addition, a link to a third party site does not imply that CBWN endorses the site or the products or services referenced on such third party site. You may link to CBWN's Site for non-commercial purposes only.

## Business Advice; Forward Looking Information

By making the Site available, CBWN is not engaged in rendering any industry-related, legal, accounting, tax, consulting, investment or other professional advice or services to you or any other party. The information and content provided on the Site is not intended to be relied upon for making business, investment or other decisions.

Information on the Site may contain certain forward-looking statements, which are subject to risks and uncertainties and speak only as of the date on which they are made. The words "believe", "expect", "anticipate", "optimistic", "intend", "aim", "will" or similar expressions are intended to identify forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. CBWN undertakes no obligation to update publicly or revise any forward-looking statements.

## Your Information

You are prohibited from posting, submitting or transmitting on or via the Site any unlawful, threatening, obscene, libelous, or otherwise offensive material. Any information that you submit, post or transmit on or via the Site will be considered non-confidential and non-proprietary. CBWN may share or otherwise use your information for any purpose whatsoever without paying you any compensation or consideration whatsoever. You agree that CBWN may transmit your information, including any of your personal data, across international boundaries for any business purpose of CBWN. Personal data will be treated as set forth in CBWN's Privacy Statement.

## Disclaimer of Warranties and Liability

THE SITE, MATERIALS AND THE CONTENTS OF THE SITE, ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATIONS OF ACCURACY, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CBWN HAS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENTS OF ANY POSTING OR THE RESULTS (OR LACK OF RESULTS) OF ANY POSTING OR TRANSACTION. THESE WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT OF PERMISSIBLE BY LAW. CBWN IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES CAUSED BY OR ARISING OUT OF ERRORS OF, THE USE OF, OR THE INABILITY TO USE THE SITE, ANY MATERIALS, ANY CONTENT OR LINKS ON THE SITE, ANY THIRD PARTY SITES LINKED FROM THE SITE OR THE INTERNET, EVEN IF CBWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CBWN ASSUMES NO RESPONSIBILITY, AND SHALL HAVE NO LIABILITY FOR, ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER

EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF OR ARISING OUT OF YOUR USE OF OR ACCESS TO THE SITE OR ANY THIRD PARTY SITES LINKED FROM THE SITE.

## Export of Information

Software and other materials that may be available on the Site may be subject to United States Export Administration Regulations. No content from this site may be downloaded or otherwise exported in violation of United States law.

## Events

Members may be invited to events organized by CBWN or by its partners if such events are considered to be of value and benefit to members as educational and networking opportunities. Our events may be subject to separate terms and conditions. Please check these at the time of booking.

## Price Information

Any fees displayed on the CBWN website are subject to change without notice. We reserve the right to increase the price of products and services on a regular basis. If this would be related to services subscribed by existing members, members will be informed in advance.

## Recurring Payment Authorization (Credit Card/Debit Card)

By applying for recurring payments, Member accepts these terms and conditions authorizing CBWN to charge the credit card or debit the debit card account that Member has specified in the amount of the balance due as part of Member's CBWN membership. Member agrees that the payment card specified by Member for automatic bill payments to CBWN is, and will continue to be, an account that Member owns, and that Member will maintain sufficient availability under Member's credit card limit, or sufficient funds in the account linked to Member's debit card, as applicable, to pay Member's CBWN bill. The automatic charge to Member's credit card or debit to Member's debit card account will occur on or after the membership payment due date. Once the payment has been processed, Member will receive an electronic (email) notification that payment has been applied to Member's card for the sum of Member's partial membership dues from the CBWN's membership department.

These terms and conditions will constitute Member's copy of Member's recurring payment authorization to CBWN. Member should print and retain a copy of this recurring payment authorization for Member's records.

## Recurring Payment Authorization

Member may cancel its recurring payment authorization to CBWN at any time. However, Member acknowledges and agrees that it must pay in total any remaining balance of Member's membership fees for Member's Initial Term or any Renewal Term prior to the time of such cancellation. If CBWN does not receive full payment within five (5) business days of such cancellation, Member hereby authorizes CBWN to charge Member's credit card or debit Member's debit card account in the amount of the remaining balance of Member's membership obligation.

## No Refunds

You may cancel your Confidently Blessed Women Network membership or event registration at any time. Refunds are only issued if required by law.

## Use of Member Database

CBWN expressly reserves the right to use all information members provide in association with their profiles, including name, geographic data, professional data, and other information, as CBWN sees fit, keeping in mind that we are very judicious with the use of our members' information and make every effort to identify opportunities that are beneficial to our members.

## Your Warranties about Submissions

By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## Content Provided by You and by Others

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, and any articles users submit for publication on the Site or other materials ("Content"), whether publicly posted or privately transmitted via the Site, are the sole responsibility of the person who provided such Content. This means that you, and not CBWN, are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the Site.

## Disclaimer for Content

You understand that by using the Site you may be exposed to third party Content that is not under the control of CBWN. UNDER NO CIRCUMSTANCES WILL CBWN BE LIABLE IN ANY WAY FOR ANY THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED OR OTHERWISE TRANSMITTED VIA THE SITE. You agree that you must evaluate, and shall solely bear, all risks associated with use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

## Right to Preserve and Disclose

CBWN may preserve Content and all other information you provide. CBWN may also disclose Content and all other information you provide if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) protect the rights, property, or personal safety of CBWN, its users and/or the public; or (e) provide it to a third party in the event that all or substantially all of CBWN's assets are acquired by a third party.

# Prohibited Actions

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Site to human perceivable form or create derivative works based upon the Site or any part thereof; (b) disable any licensing or control features of the Site; (c) introduce into the Site any virus or other code or routine intended to disrupt or damage the Site, or alter, damage or delete any Content, or retrieve or record information about the Site or its users; (d) merge the Site or Content with another program or create derivative works based on the Site or Content; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Site or Content; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Content or access to the Site to others; (g) use, or allow the use of, the Site or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; or (h) otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Site. Except as expressly provided herein, CBWN reserves all rights with respect to the Site, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations.

# Prohibited Content

You are solely responsible for the Content you provide, and CBWN acts merely as a conduit for its distribution and publication. CBWN reserves the right to take any action with respect to such Content it deems necessary or appropriate in its sole discretion (including, without limitation, rejecting, removal, and refusal to post any Content) if CBWN believes information you provide is inappropriate for the Site, may violate this Agreement, may create liability for CBWN, or may cause CBWN to lose (in whole or in part) the services of its ISPs or other suppliers, or is otherwise objectionable. CBWN may also restrict, suspend, or terminate your access to all or any part of the Site at any time, for any or no reason, with or without notice, and without liability. You agree that the Content you provide will not, to the best of your knowledge: (A) be racist, supportive of terrorist activities, defamatory, libelous, unlawfully threatening or unlawfully harassing; (B) contain nudity, violence, or offensive subject matter or contains a link to an adult website; (C) solicit personal information from anyone under eighteen (18) years of age; (D) harass or advocate harassment of another person; (E) infringe any third party's copyright, trademark, service mark, trade secret, or other proprietary rights or rights of publicity or privacy; (F) include a photograph of another person that you have posted without that person's consent; (G) promote information, Material, or Content that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, libelous, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law; (H) involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming"; nor (I) violate any law or regulation (including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising). **USERS ARE PROHIBITED FROM USING ANY CONTACT INFORMATION THAT MAY APPEAR ON THIS SITE (INCLUDING BUT NOT LIMITED TO TELEPHONE NUMBERS, FAX NUMBERS OR E-MAIL ADDRESSES) FOR PURPOSES OF MARKETING OR PROMOTING THE GOODS OR SERVICES OF THE USER OR FOR ANY THIRD-PARTY GOODS OR SERVICES.**

# Indemnity

You will indemnify and hold CBWN, and its officers, directors, employees, agents, subsidiaries, affiliates, and joint ventures, harmless from any claim or demand, including reasonable attorneys'

fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

## Acceptance of Risks

You agree to accept all risks associated with the use of the Site and understand that any information posted using the Site may be accessed by third parties and should not be considered to be secure or protected. You are responsible for using your good judgment in what you post to the Site.

## Issuance of Passwords

When this Agreement has been accepted and agreed to by you, the password that you create will soon be activated to enable you to access the password-protected portions of Site. Passwords may not be shared or used by more than one individual. It is each individual user's responsibility to remember and protect such password and not to disclose it to any other person. Remember to choose a strong password, including numbers, capital letters, special characters, etc., and one that is not typically found in a dictionary.

## Lost Passwords

In the event your Password is lost or stolen it is your responsibility to notify CBWN at the address listed in the "Contact Us" section.

## Prohibition on Scripts, Bots, etc.

You shall not access or use the Site by means of any automated program, expert system, electronic agent or "bot," and shall not give any person or entity access to the Site.

## Your Comments Submitted to CBWN

Comments, suggestions, ideas, concepts, know-how, techniques, or materials (including without limitation original or creative materials) sent or transmitted to CBWN for purposes other than advertising appropriate goods or services (collectively "Comments") shall be deemed to be non-confidential and shall become the sole property of CBWN. Subject to the conditions described in the Privacy Policy, CBWN shall have no obligation of any kind with respect to such Comments and shall be free to use, copy, modify and/or distribute the Comments to others without limitation for any purpose, commercial or otherwise, without compensation or acknowledgement to you, including, but not limited to developing and marketing products incorporating such Comments.

## Online Group Rules & Etiquette

Confidently Blessed Women Network online groups are provided as an added service only. They are not intended to be a member benefit. Causes for dismissal of an online group can be the result of, but not limited to, participating in the following behaviors:

- Challenging, attacking or threatening others. Posting comments is meant to stimulate conversation, not to create contention.
- Posting commercial comments that do not follow the guidelines posted by the Administrator.
- Online spamming group members with product and service information, even if you believe it would help them.
- Defaming, disparaging, or criticizing any person or company for any reason including, but not limited to, race, ethnicity, religion, gender, disability, sexual orientation or political beliefs.
- Confronting specific individuals or groups or making any comments meant to harass, defame, threaten or abuse an individual.
- Links or comments containing sexually explicit content material.
- Discussion of illegal activity.
- Spam, link baiting or files containing viruses that could damage the operation of other people's computers or mobile devices.
- Violations of copyright or intellectual property rights.
- Content determined to be inappropriate, in poor taste, or otherwise contrary to the purposes of the forum.
- Blocking group administrators or moderators

Confidently Blessed Women Network cannot guarantee or be responsible for the performance of the services or products posted and/or sold by group members.

Confidently Blessed Women Network reserves the right to actively monitor online groups for inappropriate postings and undertake editorial control of postings. Further, in the event that an inappropriate posting is brought to the attention of Confidently Blessed Women Network, the company will take all appropriate action necessary, including but not limited to, removal of the posting and/or member of the group.

Confidently Blessed Women Network reserves the right to terminate access to any user who does not abide by these guidelines.

## Ownership of Usage Data

CBWN may collect and aggregate data about your usage of the Site, and CBWN shall be the sole owner of such information.

## Links

Although CBWN controls a few hyperlinks in the Site, some links within this Site may lead to third-party sites. CBWN includes these third-party links solely as a convenience to you. The presence of a link does not imply an endorsement of the linked site, its operator, or its contents, or that CBWN is in any way affiliated with the linked site. The Site does not incorporate any materials appearing in such linked sites by reference. CBWN reserves the right to terminate a link to a third party web site at any time. The third party sites are not controlled by CBWN, and may have different terms of use and privacy policies, which CBWN encourages you to review.

## Release; California Civil Code Waiver

Content may be offensive, harmful or inaccurate. You agree to look solely to the original posting party for any claims you may have regarding their Content. If you have a dispute with one or more users, you release CBWN (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## Must Be At Least 18 Years Old to Use This Site

At this Site, CBWN makes no active effort to collect personal information from individuals under the age of eighteen (18). Although CBWN requires that Site users must be at least eighteen (18) years of age or older, you must nonetheless ensure that Content you provide is acceptable for viewing by Site users who might not be adults.

## Site Controlled from United States

This Site is controlled from offices within the United States. CBWN makes no representation that content or materials in this Site are appropriate or available for use in other jurisdictions. Access to this Site content or materials from jurisdictions where such access is illegal is strictly prohibited. If you choose to access this Site from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws. THE LAWS OF United States WILL GOVERN THE CONTENT AND MATERIALS CONTAINED IN THIS SITE, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS AND YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF DALLAS COUNTY, STATE OF TEXAS IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THESE TERMS.

## Not Authorized to Do Business In Every Jurisdiction

CBWN is not authorized to do business in every jurisdiction. Information published on this Site may contain references or cross-references to land, goods or services that are not available in your state or country.

## Entire Agreement; Severability

You acknowledge that you have read and understood this Agreement and that you agree to be bound by its terms and conditions. You further agree that this Agreement, together with the Privacy Policy, and other attachments, which are hereby incorporated into this Agreement by reference, constitute the complete and exclusive statement of the Agreement between you and CBWN and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of this Agreement. If any provision of this Agreement is found



unenforceable, it shall not affect the validity of this Agreement, which shall remain valid and enforceable according to its terms.

## Enforcement and Governing Law

CBWN reserves the right to seek all remedies available at law and in equity for violations of these terms and conditions, including the right to block access from a particular Internet address to the Site. You agree that the information contained on the Site is deemed provided and jurisdiction is located in the County of Hudson, State of New Jersey and governed by and subject to the laws of the County of Hudson, State of New Jersey, without regard to conflicts of laws principles.

## Further Questions

If you have any questions or comments concerning these terms and conditions, you may contact CBWN at [admin@ConfidentlyBlessedWomen.org](mailto:admin@ConfidentlyBlessedWomen.org).