

TERMS OF SERVICE

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By clicking the "Next" button upon registration, You hereby agree to the terms and conditions of this Terms of Service (hereinafter "Agreement") which, along with the consideration of the mutual promises You and We make to each other, then becomes a binding contract between You and Us.

PRIVACY POLICY

Our Privacy Policy is located [here](#) and is hereby incorporated into this Agreement by reference. Please review the Privacy Policy to understand Our policies.

USER NAME AND PASSWORDS

You hereby agree that You are responsible for all actions taken under Your User Name and Password. Please remember that it is Your responsibility to keep this data secure.

TRADEMARKS

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LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL WE OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE ANY SERVICE OFFERED BY US, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH ANY SERVICE OFFERED BY US, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ALSO AGREE THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU, OR TO ANYONE, FOR THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR ARISING FROM USE OF ANY SERVICE OFFERED BY US. IF YOU ARE DISSATISFIED WITH ANY SERVICE OFFERED BY US YOUR EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE WITHOUT REFUND OF ANY KIND WHATSOEVER. YOU AGREE, AND ACKNOWLEDGE THAT WE MAINTAIN A NO REFUND POLICY.

INDEMNIFICATION

You hereby warrant that You will not use the information provided by Us in violation of any State or Federal law. Further, You agree to indemnify, defend, and hold Us

harmless, as well as holding harmless Our parents, subsidiaries, affiliates, officers, directors, employees, independent contractors, agents, and suppliers, and their respective affiliates, officers, directors, employees, and agents, from any claim, action, demand, or damage, including reasonable attorney's fees, made by any third party or governmental agency arising out of or related to Your use of any service offered by Us or Your violation of this Agreement, including without limitation, claims or suits for libel, violation of rights of privacy or publicity, interference with property rights, trespass, violations of Federal or State Law, copyright infringement, trademark infringement, patent infringement or plagiarism. We may, at Our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by You. The assumption of such defense or control by Us, however, shall not excuse any of Your indemnity obligations.

FORCE MAJEURE

Neither party shall be liable for delays or nonperformance of this Agreement caused by weather, strike, fire or accidents, nor shall either party be liable for delay or nonperformance caused by lack of availability of materials, fuel or utilities or for any other cause beyond its control.

ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

INTENDED FOR USERS OVER 18

Our web site is intended for use by individuals 18 years of age or older only. If you are under the age of 18 you are not permitted to utilize our service.

ENTIRE AGREEMENT

Except as modified or supplemented by a writing executed by both parties, the Terms and Conditions described herein are the only representations, warranties, and understandings between the parties with respect to the products and/or services described herein.

CANCELLATION

You may cancel Your account at any time by contacting customerservice@Franchisecareeradvisors.com. We may cancel your account at any time, in Our sole discretion, for good reason or for no reason.

DISPUTES

The Parties agree that any controversy or claim arising out of or relating to this contract, the breach thereof, or any other controversy between the Parties shall be settled by binding arbitration in Collier County, Florida. This arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

SEVERABILITY: If any provision, or portion thereof, of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, the parties agree that such invalidity shall not affect the validity of the remaining portions of the Agreement and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provisions.

HEADINGS: The headings of this Agreement are for convenience only and shall not be used to construe the meaning of this Agreement.

This Agreement was last revised on January 01, 2014.