

Life With Tania Terms and Conditions

Effective January 1, 2023

These Terms and Conditions constitute a legally binding agreement (“Agreement”) made between you, whether personally or on behalf of an entity (“You” or “User”) and **Tania Maduro d/b/a Life With Tania**, <https://www.lifewithtania.com/> (“the Site,” “we,” “us” or “our”) concerning services provided by Life With Tania and any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto.

The Site Standards and Requirements

By agreeing to and using the Site, you represent, warrant, and agree to the following:

- User is at least 18 years of age.
- The information User submits in User’s registration form is true, accurate, and complete, and User will maintain and update this information during the term of this Agreement so that it remains true, accurate, current, and complete.
- User will not interfere with or disrupt any servers, networks, or equipment in connection with the Site.
- User will not attempt to gain unauthorized access to any computer system or network connected to the Site.
- User will not transmit, upload, email, post, or otherwise make available through the Site: (a) any junk mail, spam, or unsolicited email or bulletin board postings; (b) any unlawful, harassing, libelous, abusive, threatening, defamatory, vulgar, obscene, racist, harmful, or otherwise objectionable material of any kind; (c) any information or material that infringes a third-party right, including but not limited to intellectual property rights and/or privacy rights; (d) any software viruses, Trojan horses, worms, or any other malicious application or code; or (e) any information or material which may constitute or encourage conduct that is a criminal offense, a civil wrong, or otherwise violates any applicable law.
- User will not violate any applicable laws, rules, regulations, or ethical codes.
- The information you submit in your registration form is true, accurate, and complete, and you will maintain and update this information during the term of this Agreement so that it remains true, accurate, current, and complete.
- You will not impersonate any person or entity or make any false statement regarding your employment or affiliation with any person or entity.
- You will not expose the Site to malicious firmware/malware.
- You will not make false orders or false purchases on the Site.
- You will not attempt to charge the Site for goods not purchased.

Personal Information

Permitted Disclosures. The Site may disclose User information, including, but not limited to, personal information, transcripts, surveys, and recordings, if the Company reasonably believes that disclosure (i) is necessary to comply with a legal process (such as a court order, subpoena, search warrant, etc.) or other legal requirement of any governmental authority; (ii) would potentially mitigate the Site liability in an actual or potential lawsuit; (iii) is necessary or appropriate to protect the Site's rights or property, or the rights or property of any person or entity; (iv) is necessary or appropriate to enforce this Agreement (including, but not limited to, ensuring payment of fees by User), or (v) is necessary to deter illegal behavior (including, but not limited to, fraud).

Your Information. You hereby grant the Site an unlimited, irrevocable, royalty-free license to use, reproduce, edit, copy, transmit, distribute, publicly display, publicly perform, create derivative works based on, on a worldwide basis, any information or content that you post, transmit, deliver, or receive via Life with Tania.

Disclaimers

The User acknowledges that their participation in the Site may involve risks. The User accepts full responsibility for the consequences of their use or non-use of information provided by the Organizer during the Site. It is the User's responsibility to familiarize themselves with all possible risks involved and to use their own judgment and due diligence before using the information and practices they receive from the Organizer during the Site. User agrees and acknowledges that the Organizer is not liable for any harm that may come to them due to their participation in the Site.

The User hereby agrees to release, forever discharge, and hold harmless the Organizer and their employees, agents, teachers, instructors, independent contractors, suppliers and other representatives, and their heirs, successors and assigns ("Released Parties") from liability and any claims relating to or caused by the User's attendance and participation at the Site. The User agrees that this waiver and release shall be legally binding upon them personally and their family, estate, heirs, successors and assigns.

The User further releases the Organizer and other Released Parties for any claim, demand, dispute or other legal action which may arise from the User's dispute with any other User.

User acknowledges that the Organizer is not responsible for the safekeeping of the User's personal property while at the Site.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES, LOSS OF PROFITS, DATA OR REVENUES, OR OTHER INTANGIBLE LOSSES, RESULTING FROM ANY PARTICIPANT ATTENDANCE OR SERVICES RENDERED BY THE SITE.

Indemnification

User shall defend, indemnify and hold the Company, its affiliates and its and their officers, directors, employees, consultants, representatives and agents (collectively, the "Indemnified Parties") harmless from any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against an Indemnified Party related to: (a) any breach of any representation, warranty, covenant or agreement made or to be performed by User according to this Agreement; (b) User's refusal to pay for services provided by the Site; and (c) User's active engagement with the Site. This section shall survive expiration or termination of this Agreement.

Miscellaneous

The Site may provide notices or other communications to you regarding changes to this Agreement and/or changes to any aspect of the Site, by email to the email address that we have on record or by regular mail. The date of receipt shall be deemed the date on which such notice is given. Notices sent to the Company must be delivered via express delivery or regular mail to:

Legacy Law Partners, PLLC
97 Washington Avenue, Suite 2
North Haven, CT 06473

You shall not assign your rights or obligations pursuant to this Agreement without the prior, written consent of the Company.

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer or employee of the other. Neither party shall have or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement shall be interpreted only in accordance with the laws of the State of Connecticut (excluding any rules governing choice of laws), and any legal proceeding arising out of this Agreement will occur exclusively in the courts located in New Haven, Connecticut. This Agreement will be binding and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. This Agreement (and the policies referenced herein and incorporated by reference) constitutes the entire agreement between the Company and Member with respect to the subject matter hereof, and Member has not relied upon any promises or representations by Company with respect to the subject matter except as set forth herein. Persons and entities who live in a territory that is prohibited by law from entering into trade relations with the United States are not permitted to use or access the Site or the Sites.

No amendment to this Agreement will be effective unless made in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.