

WWR2024 Attendee Agreement

The following Terms and Conditions (the "**Agreement**") are entered into by and between You ("**Customer**" or "**You**") and <https://suebrownmoore.com> ("**Company**", "**We**", or "**Us**").

Program

The Company agrees to provide You with access to the Virtual Event titled, "Wanna Write Romance Conference 2024" ("**Program**"). As a condition of participating in the Program, You agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

Effective Date

This Agreement shall commence and be enforceable with respect to each Customer upon the date that Customer initially registers for the Program.

Terms of Use and Privacy Policy

The Company's Terms of Use and Privacy Policy are hereby incorporated by reference into this Agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to You. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

Fees

In consideration of Your access to the Program, You agree to pay the purchase price for the ticket You choose as it is set out on the sales page at the time of purchase.

No Refunds

All sales are final, and the Company does not offer any money-back guarantees. You recognize and agree that You shall not be entitled to a refund for any purchase under any circumstances.

To the extent You are in a jurisdiction that has a legal cooling-off period, You recognize that accessing the material in the Program will forfeit any rights You might have under that cooling-off period.

The Virtual Event

The event will be conducted live from June 13th, 2024 to June 16th, 2024. The Company shall provide the following to You as a ticket holder:

Real Time Access To Session Recordings Of The Event – The Company shall provide You with access to view the pre-recorded Sessions of the event consistent with Your level of access. You acknowledge that if

you are attending with a Free Ticket, you may only replay these recordings for a limited time and that your replay access expires 48 hours after each Session's scheduled event time slot begins.

Spark Passholder-only Benefits – In addition to the above, attendees who upgrade to the paid Spark Pass before and during the event will receive "ongoing access" (as defined below) to replays of the Session recordings, audio versions of the Session recordings, and limited-time coupons to claim deep discounts on bonuses offered by Speakers. Spark Passholders will also have access to the event's "live platform" (as defined below) during "event hours" and may participate in live chats during scheduled Sessions, live scheduled Workshops, and other networking activities.

Definitions:

- "ongoing access" – Ongoing does not mean forever. This level of extended access is often referred to as "lifetime", but whose lifetime governs that definition? For the purposes of this Agreement, "ongoing access" means you may revisit and replay the Session videos in the Courses area of <https://suebrownmoore.com> as long as the event is maintained as a product there. We cannot guarantee for exactly how long the product will be maintained and reserve the right to stop maintenance and support of the product at any time. However, "ongoing access" typically lasts for at least one year, often for many years.
- "live platform" – We are using Airmeeet for our live platform for this event. We are not responsible for resolving any personal technical challenges that may prevent You from accessing it. Contact support@airmeet.com or visit the platform's help pages for assistance.
- "event hours" – The operating hours for the event are loosely defined as 9am Pacific time through 7pm Pacific time for all four scheduled days of the event. We reserve the right to adjust the start and end times on a per-day basis at will and without prior notice to You.

Publicity Waiver And Release

The Company will be recording in real time many of the Sessions that are part of the event. This may include workshops, breakout sessions, question and answer sessions, coaching sessions, and the chat that occurs during the event. The Company reserves the right to use these recordings commercially for all legal purposes.

As a condition of participating in the Event, You hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors, and assigns, and the employees, officers, directors, and agents of each and all of them ("**Authorized Persons**"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use the Event recordings, including to the extent that Your name, image, likeness, appearance, voice, or other identifiable information might appear on the recordings of the Event.

The Company shall be the exclusive owner of all rights, including copyright, in the recordings. You hereby irrevocably transfer, assign, and otherwise convey to Company Your entire right, title, and interest, if any, in and to the recordings and all copyrights and other intellectual property rights in the recordings arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers.

In other words, **the Company has the right to use the recordings – including any audio or video recordings of You participating in any sessions as part of the Event – commercially, including as marketing material going forward.**

Ownership Of All Intellectual Property

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle You to make any unauthorized use of any protected content, and in particular You will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for Your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that You do not acquire any ownership rights in any protected content. We do not grant You any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if You violate the Company's intellectual property rights, Your access to the Program will be terminated immediately, and You shall not be entitled to a refund of any portion of the fees.

Confidentiality

The Company respects the privacy of its customers and will not disclose any information You provide

except as set forth in this Agreement. As a condition of participating in the Program, You hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, You shall not share any information provided by other Program participants outside of the bounds of the Program unless You receive express written permission from such other participants to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

Personal Responsibility

By participating in the Program, You accept personal responsibility for the results of Your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Program or not. The Company provides educational and informational resources that are intended to help participants in the Program succeed. You nevertheless recognize that Your ultimate success or failure will be the result of Your own efforts, Your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles included in the Program do not guarantee that You or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage You suffer as a result of the use, or non-use, of the information available in the Program. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Program.

No Warranties

The Company makes no warranties regarding the performance or operation of the Program, including any technological aspects of the Program. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the Program. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability

You agree to absolve and do hereby absolve the Company of any and all liability or loss that You or any person or entity associated with You may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to You for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If You are dissatisfied with the Program or any portion of it, Your sole and exclusive remedy is to discontinue using the Program.

Choice of Law & Choice of Forum

The Parties agree that this Agreement shall be construed under the laws of California regardless of any choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in San Mateo, California under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Fee Shifting

The Parties agree that the prevailing Party in any action relating to or arising out of this Agreement will be awarded its reasonable attorneys' fees and costs incurred as a result of such a proceeding.

Termination And Access Restriction

The Company reserves the right, in its sole discretion, to terminate Your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

Miscellaneous Clauses

The Parties further agree:

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising from the Indemnifying Party's (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic and pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.