

TERMS and CONDITIONS
ROBINWRITERS.COM

RobinWriters.com, (the “Community”), is an educational forum for writers. The Community is moderated and maintained by Robin Writers LLC, a Pennsylvania limited liability company with a principle place of business located at 620 Allendale Rd, Suite 1153, King of Prussia, PA, 19406-1153, (the “Company”). This agreement is made between Company and you, (“Subscriber”), and must be accepted by Subscriber in exchange for access to the Community and associated contents generated by the Company and other Subscribers, (collectively, along with the Community, the “Services”). By establishing an account within the Community, you are agreeing to these terms and conditions, as amended from time to time.

1. Accounts Use and Access. Company agrees to provide Subscriber access to the Community and its associated Services in exchange for Subscriber remitting the subscriptions fees.

- a. Company currently offers the Services free of charge. However, Company reserves the right to begin charging for the Services upon sixty (60) days’ notice to Subscriber. If Company institutes paid services or products, Subscriber agrees to adhere to Company’s procedures for authorizing continued access to these Services. Company shall provide Subscriber with notice of the cost of a subscription and the time period for which a subscription will last. Subscriber agrees to take all necessary steps to authorize monthly credit card payments or an alternative payment method in consideration for the Services. Should company increase the cost of a Subscription, Company shall provide Subscriber at least sixty (60) days’ notice of Company’s intent to modify the price of such subscription to Subscriber’s email address. Subscriber shall have the opportunity to decline the subscription increase and unsubscribe from the Services without further obligations to Company.
- b. Subscriber shall not be entitled to any refunds. Subscriber acknowledges responsibility to read full product descriptions and understand the Services, limitations and disclaimers associated with the Services under this Agreement before tendering any payment or approving this Agreement. Upon approval of this Agreement and tendering payment, Subscriber will have immediate access to proprietary information with which Subscriber can obtain information and education, and receive immediate value. Subscribers wishing to cancel recurring subscriptions must do so prior to the next billing date.
- c. Company may provide access to premium services, streaming digital content, online courses, webinars and content downloads in exchange for additional fees on a subscription, or per product basis, (“Premium Services”). Company shall notify Subscriber of all charges for Premium Services, and whether such charges will be recurring at the time of purchase.

- d. For all paid Services charged on a recurring basis, cancellation will be effective at the end of the monthly subscription cycle during which Subscriber cancels the subscription. Company reserves the right to cancel Services in the event of any unresolved non-payment, or if Company is no longer authorized to charge your credit card (or, approved alternative payment method). Upon cancellation, Subscriber will be denied further access to Services, and Company will have no obligation to return any portion of the subscription fees you have paid prior to cancellation.

2. Limited User License.

- a. Company grants Subscriber a non-exclusive, non-transferable, and limited right to access and use of the Services. These rights are (a) non-perpetual and (b) conditional on your continued compliance with the terms of this Agreement. Company grants Subscriber a non-exclusive, non-transferable, and limited right to access and use Premium Services, and such license shall be perpetual for so long as Company maintains the Premium Services, and subject to Subscriber's continued compliance with the terms of this Agreement. Company reserves all rights not expressly granted to you in this Agreement, including any rights by implication or otherwise. Subscriber may not copy, sell, license, modify, distribute, reproduce, transmit, publicly display, publicly perform, publish, adapt or edit any of the materials, information or content transmitted through the Services or any derivative works from or use of the Services, in whole or in part, without prior written consent by Company.
- b. This Agreement and the limited license granted to you are personal to you, and may not be assigned or transferred by you to anyone else. You also agree that you will not allow anyone else to access the Service. You agree that you will be solely responsible for any liability arising from any third-party access to or use of the internet site that you permit or facilitate, negligently or otherwise. Subscriber may only access the Service from two (2) computers or mobile devices simultaneously (as appropriate). Subscriber explicitly agrees that Company, and/or its authorized agents, may monitor Subscribers usage and connectivity to the Service. If Company detects the Service being used simultaneously by more than the authorized number of electronic devices (e.g., computer or mobile device) under your login, Company reserves the right a) to terminate or disconnect the unauthorized sessions being accessed, or b) charge your credit card or approved alternative payment method for an additional identical subscription.

3. Third Party Content. Company may aggregate, embed, link or otherwise grant access to content generated by third party content providers. ("Third Party Content"). Such

content will be governed by this Agreement, and may also be governed by agreements promulgated by the owners and/or providers of the Third Party Content. Subscriber agrees to be bound by any rules and/or agreements concerning access to Third Party Content promulgated by Third Party Content Providers. It is Subscriber's responsibility to read and be informed about the terms and conditions and any other policies of Third Party Content Providers as they relate to the subscription, products, services or information offered. Subscriber should direct any inquiries concerning Third Party Content to the Third Party Content Providers.

4. User Generated Content. While the Services may include access to user forums, "chat rooms" and other centralized communities where Subscribers may exchange information, ideas, strategies and content. Company makes no warranty or guaranty, and undertakes no duty, express or implied to monitor, moderate, edit, comment, evaluate or otherwise modify any information shared or generated by a Subscriber, or obtained from any third party. Subscribers must evaluate and verify all such information themselves and Company shall not be liable to Subscriber for Subscriber's reliance on such information.

5. Moderating Content. Notwithstanding the statements in paragraph 4, and without any assuming any express or implied duty, Company, by and through its authorized agents may edit, repress, redact or otherwise moderate any content submitted to the Community by any subscriber, in its sole discretion. Any decisions regarding moderation of content shall be final. Company reserves the absolute right, but does not assume the duty, to edit, repress or redact any lewd, pornographic, violent, seditious, illegal, threatening, discriminatory, demeaning or otherwise objectionable or inappropriate content. Company may issue subscribers a warning for submitting such content, and Company may, in its absolute discretion, terminate or suspend Subscriber's account for violation of this policy, and shall have no duty to refund any fees paid by Subscriber.

6. Intellectual Property Rights.

- a. Subscriber shall not submit or post any material or content that knowingly violates any trademark, copyright, trade secret or other ownership or intellectual property right of any other person or entity. In all appropriate cases, Subscriber shall quote and attribute non-original content and thoughts to the author or owner of such content. In consideration for access to the Community and receipt of the Services, Subscriber grants Company a non-exclusive, worldwide license to republish any content submitted to the Community in any manner Company wishes.
- b. Content on this Site, including certain art work, graphics, photographs, images, screen shots, text, music, digitally downloadable files, video clips, trademarks, logos, product and character names, slogans, and the compilation of the foregoing, ("Company Content") is the property of Company and/or its authorized agents and licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

- c. Subscriber agrees not to download, display or use any Company Content located in the Community Site for use in any publications, in public performances, on websites other than the Community for any other commercial purpose, in connection with products or services, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Company and/or its licensors, that dilutes the strength of Company's or its licensor's property, or that otherwise infringes Company's or its licensor's intellectual property rights.
- d. Subscriber shall not have any right, title or license in any original material or Third Party Content published in the Community or disseminated as part of the Services, and shall not republish, transmit or disseminate any such material without Company's express, written permission.

7. No Warranty.

- a. THE SERVICES AND ALL THE INFORMATION, SOFTWARE, CONTENT, AND PRODUCTS AVAILABLE FROM COMPANY ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITH NO WARRANTIES OF ANY KIND. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT). COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICE WILL ALWAYS BE ACCESSIBLE OR OPERATIONAL, THAT THE INFORMATION PROVIDED IS ACCURATE, RELIABLE OR CORRECT OR THAT ANY ERRORS WILL BE CORRECTED.
- b. Company is not responsible for the contents of any Third Party Content and does not assume any responsibility for or make any representations, guarantees, or warranties whatsoever, expressed or implied, as to the accuracy, suitability, profitability, reliability, or appropriateness of the third-party services. Subscriber agrees that Company shall not be liable for such Third Party Content and to hold Company harmless in any dispute or claim whatsoever that Subscriber may have related to or concerning such Third Party Content.
- c. The Services are meant to be educational and entertaining. Success as a writer requires varying degrees of talent, sustained effort, practice, editing research, skill, mentorship and dedication. Financial success is also dependent on a wide variety of factors, such as publishing and distribution channels, marketing plans, market demands, publisher promotions and other factors. Company does not warrant any degree of professional success, pecuniary gain, professional development, or any other tangible benefit from Subscriber's use of the Services.

8. Remedies and Limitation of Liability.

- a. SHOULD SUBSCRIBER BECOME DISSATISFIED WITH THE SERVICES, OR ANY RELATED CONTENT, OR INFORMATION, SUBSCRIBER'S EXCLUSIVE REMEDY SHALL BE TO TERMINATE ITS USE OF SERVICES BY ALTERING SUBSCRIBER'S ACCOUNT PREFERENCES, AND TO CANCELING SUBSCRIBER'S SUBSCRIPTION. SUBSCRIBER SHALL NOT BE ENTITLED TO ANY REFUND OF ANY FEES PAID FOR ANY SUBSCRIPTION. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO SUBSCRIBER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO SUBSCRIBER, AND SUBSCRIBER MAY HAVE ADDITIONAL RIGHTS.
- b. To the extent permitted by applicable law, Company and its principals, affiliates, employees, officers, directors, shareholders, members, and/or managers shall be liable to Subscriber for any damages arising under this Agreement in amounts limited to direct damages up to the amount Subscriber paid for the Services giving rise to that liability during the prior twelve (12) months. In the case that Company provides the Services or products free of charge, the combined liability of the Company and its principals, affiliates, employees, officers, directors, shareholders, members, and/or managers to Subscriber arising under this Agreement is limited to One Thousand United States Dollars (\$1,000 USD). These limitations apply regardless of whether the liability is based on breach of contract, tort (including, without limitation, negligence), breach of warranties, strict liability, or any other legal theory.
- c. To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its principals, affiliates, employees, officers, directors, shareholders, members, and/or managers, will be liable for any indirect, consequential, special or incidental damages, or damages for lost profits or revenues, business interruption, or loss of business information arising in connection with this Agreement or the Service, even if such possibility was reasonably foreseeable. This exclusion does not apply to either party's liability to the other for violation of its confidentiality obligations or intellectual property rights.

9. Indemnification. Subscriber agrees to indemnify, defend and hold harmless Company, its principals, affiliates, employees, officers, directors, shareholders, members, and/or managers, information providers, and suppliers from and against all claims, causes of action, suits, losses, expenses, damages and costs (including, without limitation, reasonable attorney's fees) arising out of, in connection with or relating to any violation by Subscriber of this Agreement including, without limitation, claims, directly or indirectly, resulting from or attributable to Subscriber.

10. Choice of Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with Pennsylvania law, without regard to any state's choice of law rules. Subscriber agrees that Subscriber's use of the Services constitutes activity in Pennsylvania and for the purpose of establishing minimum contacts in Pennsylvania. Subscriber agrees that any action commenced against Company shall be commenced and maintained solely in the federal or state courts having jurisdiction over Montgomery County, Pennsylvania. Subscriber also agrees to submit and consent to the personal jurisdiction and venue of any such court in the event Company commences an action against Subscriber.

11. Severability. If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be void, invalid, unenforceable, or otherwise contrary to law, the remainder of this Agreement that can be given effect without such term or provision shall be given full effect.

12. No Waiver. Any failure by Company to enforce strict performance of any provision of this Agreement will not constitute a waiver of its right subsequently to enforce such provision or any other provision of this Agreement.

13. Modifications. Company may modify this Agreement or the Service by providing notice of the modification. The modification will become effective at the end of the monthly payment cycle in which the notice is sent or seven (7) calendar days after the notice is deemed received, as set below, whichever is longer. Subscriber's continued use of the Service shall be conclusively deemed acceptance of all such modification(s).

14. Third Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

15. Waiver of Class Action. Subscriber waives any right to participate in any class or collective arbitrations or actions, and any and all proceedings to resolve any claims or disputes will be conducted only on an individual basis and not in a class, consolidated, mass or representative action. Company and Subscriber agrees THAT EACH MAY BRING CLAIMS AGAINST THE OTHER, INCLUDING OUR CONTRACTORS, ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING. Further, unless both Company and Subscriber agree otherwise, no court or adjudicatory forum may consolidate more than one person's Claims, and may not otherwise preside over any form of a class, consolidated, mass, or representative proceeding related to any purported Claim. Subscriber or Company may institute an action on an individual basis only, and not in a class, consolidated, mass, or representative action, to apply for injunctive remedies.

16. Entire Agreement. This Agreement constitutes the entire agreement concerning its subject matter and supersedes any prior or contemporaneous communications.

17. Force Majeure. Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control including, without limitation, fire, explosion, power blackout, earthquake, cyber terrorism, severe storms, flooding, earthquake, strike, embargo, labor disputes, acts of God, acts or omissions of internet traffic carriers, acts or omissions of regulatory or governmental bodies, and war; however, this section does not apply to your payment obligations under this Agreement.

18. Notices. Any notices and requests made to Company in connection with this Agreement, except for the cancellation of the subscription, must be made by email at robinwriterscareers@gmail.com. Any notice to subscriber shall be sent to Subscriber's email address associated with Subscribers account.