

Terms and Conditions

Last Modified Augst 13, 2020

1. **THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS. BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM MY WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH MOOXLI LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products and services through www.mooxli.com (the "Site") pages and accounts on Facebook®, Twitter®, LinkedIn®, Google Plus®, and YouTube® (the "Sites). Please read both these Terms, my Terms of Use, and my Privacy Policy carefully, which is incorporated into these Terms. By using any or all of the Sites, you accept and agree to be bound by these Terms. I may modify these Terms from time to time, and any modifications will be effective immediately when I post them. All changes I make will be reflected in the date at the top of the document. You are responsible for reviewing any modified terms. Your purchase of any product or services that are available through this Site means you accept and agree to any changes. For your convenience and future reference, the date of the most recent revision of these Terms is listed above so that you may compare different versions to determine what, if any, changes have been made.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between Mooxli and you will not take place unless and until you have received your order confirmation e-mail.

3. Prices and Payment Terms.

(a) All prices posted on this Site are subject to change without notice. The price charged for the product or service you purchase will be the price in effect at the time the order is placed and will be set out in your order confirmation e-mail. Price increases will only apply to orders placed after such changes. Listed prices do not include taxes or charges for shipping and handling. You will have notice of all such taxes and charges by reviewing your merchandise total in your shopping cart and in your order confirmation e-mail. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept Visa, Mastercard, and Paypal for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. Risk of Loss.

(a) Travel at your own risk. Moxli, and its affiliates offer no guarantee or warranty, implied or otherwise, in regards to travel, hotel accommodations, or any activities you may participate in while traveling to or during any Moxli conferences or events. All travel arrangements are contracted between the attendee and their transportation provider of choice.

(b) In the unlikely event that Moxli would need to cancel a conference or event, full registration will be reimbursed in the original form of payment to the attendees. Moxli is not responsible for other liabilities associated with the conference, such as airfare, hotels, rental cars. Travel insurance is recommended. Moxli's liability shall be limited to a full refund of the conference or event registration fee.

(c) in the event of an emergency, Moxli reserves the right to substitute speakers, instructors, and their topics or workshops.

(d) For your protection, do not leave personal items unattended in meeting rooms or public areas. Neither Moxli nor the conference hotel or Resort will be liable for any lost or stolen items. By registering for one of our conferences or booking accommodations through us, you acknowledge that you understand and agree to this risk of loss statement.

5. Returns and Refunds. Except for any products or services designated on the Site as non-returnable or non-redundable, we will accept a cancellation of conference registration for a full refund of your purchase price (minus a \$100 registration fee), provided such return is made within 60 days prior to conference start date. All notices of cancellation must be received in writing. Refunds are processed within approximately 7 business days of our receipt of your written notice of cancellation. Your refund will be credited back to the same payment method used to make the original purchase on the Site. WE OFFER NO REFUNDS ON ANY CANCELLATIONS RECEIVED LESS THAN 60 DAYS PRIOR TO CONFERENCE START DATE. A 50% CREDIT OF THE NONREFUNDABLE REGISTRATION FEE MAY BE APPLIED TO REGISTRATION FOR FUTURE MOOXLI EVENTS.

6. Intellectual Property Use and Ownership. You acknowledge and agree that:

(a) Each product and service marketed on this Site is made available solely for license, not sale, to you and other prospective customers under the terms, conditions, and restrictions of the license agreement posted with/made available to you through a link accompanying the display or description of that specific product or service.

(b) You will comply with all terms and conditions of the specific license agreement for any product or service you obtain through this Site, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing and transfer of those licensed products and services. You will not cause, induce or permit others' noncompliance with the terms and conditions of any of these product and service license agreements.

(c) Moxli is and will remain the sole and exclusive owner of all intellectual property rights in and to each product and service made available on this Site and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this Site, or of any intellectual property rights relating to those products or services.

7. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

ADDITIONAL TERMS AND CONDITIONS

- A. **GOVERNING LAW.** The Parties have entered into this Agreement in the State of Michigan and agree that the validity, interpretation, and legal effect of this Agreement, as well as all disputes arising out of the Agreement shall be determined in accordance with the laws of the State of Michigan, United States of America, without regard to conflicts of law principles that would dictate the application of the law of a different jurisdiction. In the event of any action or proceeding arising out of, relating to or concerning this Agreement, or litigation arising from the terms and conditions of this agreement, including, without limitation, any claim of breach of contract, shall be determined in accordance with the laws of the State of MICHIGAN, and that venue of any action will be located in the District Court of the United States Newaygo County, MICHIGAN.
- B. **BINDING EFFECT.** This Agreement shall be binding upon, is for the sole benefit of the Parties hereto, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and permitted assigns of the parties. The Parties have no right to assign this Agreement, by operation of law or otherwise.
- C. **INDEMNIFICATION.** To the extent permitted by applicable laws, both Consumer and Company agree to defend, indemnify, and hold harmless the respective party, its owners, officers, directors, employees, affiliates, contractors, licensors, successors, or assigns from and against any and all liabilities and expense whatsoever — including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys’ fees, and disbursements — which any of them may incur or become obligated to pay arising out of or resulting from breach of this Agreement.
- D. **BINDING ARBITRATION.** ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF MICHIGAN, OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. ANY ARBITRATION AWARD MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION.
- E. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, inducements or conditions, express or implied, written or oral, between the parties. This agreement expressly supersedes any and all prior written and/or oral agreements, and the terms and conditions of this agreement cannot be modified without the express written consent of both parties. The terms and conditions of this Agreement shall be binding upon the parties, their personal representatives, successors and assigns, and may not be assigned to any third party beneficiary.
- F. **EQUITABLE RELIEF.** You acknowledge and agree that in the event of a breach or threatened violation of Moxli LLC’s intellectual property rights and confidential and proprietary information by you, Moxli LLC will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. Moxli LLC may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect its rights and property pending the outcome of the Arbitration referenced above. You consent to the personal and subject matter jurisdiction of the federal and state courts in NEWAYGO County, MICHIGAN, United States of America for purposes of any such action by Moxli LLC.
- G. **COMPLIANCE WITH LAW.** The parties shall comply with all applicable laws in performing this agreement. Whenever there is any conflict between any provision of this Agreement and any law, the law shall prevail.

- H. **NO WAIVER.** If the Parties choose to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.
- I. **FORCE MAJEURE:** Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms or infestation), or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.