# **Terms and Conditions**

These terms and conditions outline the rules and regulations for the use of The Barnett Foundation, Inc.'s Website, located at <a href="https://thebarnett-foundation.org/">https://thebarnett-foundation.org/</a>.

This Website Usage Agreement ("Agreement") is between a User ("you," "your") and the owners of The Barnett Foundation Inc. ("we," "our," "the company"). Your participation in the use of this website is conditional on your acceptance of the terms and conditions contained in this Agreement. By using this website, you agree to the following terms, conditions, and privacy policy. Please read them carefully before using this website.

#### **General Provisions**

This website is owned and operated by The Barnett Foundation Inc., a Florida, USA company. Our principal place of business is located at 12544 Leatherleaf Dr. 33626 Tampa Fl

You must be at least thirteen years of age to use our website. Use of this website is at your own risk. We host our site on a reputable platform and take reasonable efforts to maintain and host the site. However, we make no explicit representations or warranties as to the safety or your individual use of the website. The terms, conditions and privacy policy contained on this page is subject to change at any time.

# **Intellectual Property Notice**

All images, text, designs, graphics, trademarks and service marks (unless otherwise stated) are owned by and property of The Barnett Foundation, Inc. or the properly attributed party. It is a violation of federal law to use any of our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should we choose to do so, including asking for financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately.

You may use our intellectual property with clear and obvious credit back to our site, as well links back to the page where the materials, designs, images, text, quote or post is located when it is appropriate to do so. However, you may never claim any of our intellectual property as your own or your unique creation, even with attribution.

### **Your Communications**

Any communications made through our 'contact,' blog, blog comments or other related pages, or directly to our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on our website, servers, comments, emails or other media as allowed by United States law and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails.

We maintain a right to republish any submission in whole or in part as reasonably necessary in the course of our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent or otherwise harmful or inappropriate.

#### **Email**

You agree to receive email or other electronic communications from us including but not limited to newsletters, site updates, promotion resources, and other announcements and correspondence if you opted in to such email. You agree that all electronically-sent agreements, notices, disclosures and other communications that we provide satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications. We accept no responsibility for the accurate receipt of any such emails and you are responsible for ensuring that your email address is not blocked or impaired in any way, including by ensuring 'white-listing' of our email address.

If you unsubscribe from receiving our emails, you acknowledge and understand that you may no longer receive information or updates from The Barnett Foundation Inc. related courses, or any of our other properties.

#### **Disclaimers**

Our website and related materials is provided for educational and informational use only. You agree to indemnify and hold harmless our website and company for any direct or indirect loss or conduct incurred as a result of your use of our website and any related communications, including as a result of any consequences incurred from technological failures including, but not limited to, a payment processor error(s), system failure(s), or your failure to maintain the confidentiality or security of your password or access rights. Although we endeavor to protect the security of your contact information, you

acknowledge the risk of unauthorized access to (or alteration of) your transmissions or data or of the information contained on your computer system or on our websites. We do not accept responsibility or liability of any nature for any losses you may sustain as a result of such unauthorized access or alteration. All information transmitted to or from you is transmitted at your own risk, and you assume all responsibility and risks arising in relation to your use of this website and the Internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of our websites or any outbound hyperlinks.

Although we endeavor to prevent the introduction of viruses or other malicious code (together, "malicious code") to our websites, we do not guarantee or warrant that our websites, or any data available therein, do not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process you employ for accessing our websites does not expose your computer system to the risk of interference or damage from malicious code.

While we may reference certain results, outcomes or situations on this website, you understand and acknowledge that we make no guarantee as to the accuracy of third party statements contained herein or the likelihood of success for you as a result of these statements or any other statements anywhere on this website. If you have a medical, legal or financial questions, you should consult a medical professional, lawyer, or CPA and/or CFP respectively. We expressly disclaim any and all responsibility for any actions or omissions you choose to make as a result of using this website, related materials, products, courses or the materials contained herein.

This website is updated on a regular basis and while we try to make accurate statements in a timely and effective manner, we cannot guarantee that all materials and related media contained herein are entirely accurate, complete or up to date. You expressly acknowledge and understand that any information or knowledge you gain as a result of using this website is used at your own risk. If you should see any errors or omissions and would like to let us know, please email us at thebarnettfoundation@gmail.com.

#### **Affiliates**

This site may use affiliate links to sell certain products or services. We disclaim any and all liability as a result of your purchase through one of these links. We will use reasonable efforts to notify you when and where we have placed affiliate links in addition to this disclaimer located in these Terms & Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

### **Termination**

If at any time we feel you have violated these Terms and Conditions, then we shall immediately terminate your use of our website and any related communications as we deem appropriate. It is within our sole discretion to allow any user's access of our website, and we may revoke this access at any time.

### **Privacy Policy**

Your privacy is extremely important. This privacy policy document describes in detail the types of personal information that is collected and recorded by us and how we use it.

## Cookies, Log Files and Web Beacons

Like many other Web sites, we make use of log files. These files merely log visitors to the site – usually a standard procedure for hosting companies and a part of hosting services' analytics. The information inside the log files includes internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date/time stamp, referring/exit pages, and possibly the number of clicks. This information is used to analyze trends, administer the site, track user's movement around the site, and gather demographic information. IP addresses, and other such information are not linked to any information that is personally identifiable.

We also use cookies to store information about visitors' preferences, to record user-specific information on which pages the site visitor accesses or visits, and to personalize or customize our web page content based upon visitors' browser type or other information that the visitor sends via their browser. For example, some blog posts may be recommended to you based on what you have read on our site in the past.

# **Third Party Privacy Policies**

You should consult the respective privacy policies of these third-party ad servers for more detailed information on their practices as well as for instructions about how to opt-out of certain practices. The Barnett Foundation Inc. and https://thebarnett-foundation.org's privacy policy does not apply to, and we cannot control the activities or contents (including the accuracy, legality, or decency) of, such other advertisers or web sites. We will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or third party service provided by any third party. If you

wish to disable cookies, you may do so through your individual browser options. More detailed information about cookie management with specific web browsers can be found at the browsers' respective websites. What Are Cookies?

## **Severability & Headings**

Headings are inserted for convenience and shall not affect the construction of this Agreement. The singular includes the plural and vice versa. If any part of these terms, conditions and privacy policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect. If any provision in this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions in this Agreement will remain in full force and effect. This Agreement supersedes any existing communications or Agreements, and is the full extent of the agreement between the parties.

#### **Advertisements**

We do not necessarily endorse or recommend any of the goods or services advertised on or through our websites. We do not necessarily endorse or recommend any affiliates using our services.

## **Entire Agreement**

The information contained herein constitutes the entire agreement between site users and our company relating to the use of this website.

### **Governing Law and Jurisdiction**

These terms, conditions and privacy policy are governed by and construed in accordance with United States law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of Florida, the United States of America.

#### Refunds

Ali bulcilases ale illia	ΑII	II purchases	are	fina	١.
--------------------------	-----	--------------	-----	------	----

### Consent

By using our website, you hereby consent to our terms and conditions of use, and our privacy policy.

This page was last updated on August 30, 2023.

Should we update, amend or make any changes to this license, terms and conditions of use or privacy policy, those changes will be posted here.

If you require any more information or have any questions about our Terms and Conditions of website use, or our Privacy Policy, please feel free to contact us by email at <a href="mailto:thebarnettfoundation@gmail.com">thebarnettfoundation@gmail.com</a>.