

Terms of Use  
Jun 17, 2014

### **Terms of Use**

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- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.**

Please note that this procedure is exclusively for notifying Vaccaro Consulting, LLC that your copyrighted material has been infringed. The preceding requirements are intended to comply with Vaccaro Consulting, LLC’s rights and obligations under the DMCA, but do not constitute legal advice. In accordance with the DMCA and other applicable law, Vaccaro Consulting, LLC has adopted a policy of terminating, in appropriate circumstances and at Vaccaro Consulting, LLC’s sole discretion, members who are deemed to be repeat infringers. Vaccaro Consulting, LLC may also at its sole discretion limit access to and/or terminate the member accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### **User Conduct**

By using, viewing or accessing the Vaccaro Consulting, LLC website, you expressly agree to not use the website to:

- i) upload, post, email, transmit or otherwise make available any User Submissions that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;

- ii) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Submissions;
- iv) upload, post, email, transmit or otherwise make available any User Submissions that you do not have a right to make available under any law or under any contractual or fiduciary relationship;
- v) upload, post, email, transmit or otherwise make available any User Submissions that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- vi) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- vii) upload, post, email, transmit or otherwise make available any material that may contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- viii) interfere with or disrupt our website, servers, or networks connected to our website, or disobey any requirements, procedures, policies or regulations of networks connected to our website;
- ix) intentionally or unintentionally violate any applicable local, state, national or international law; and/or "stalk," "prey upon," or otherwise harass another.

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IN NO EVENT SHALL VACCARO CONSULTING, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE VACCARO CONSULTING, LLC WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT VACCARO CONSULTING, LLC SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR

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By using, viewing or accessing the Vaccaro Consulting, LLC website, you agree to indemnify and hold Vaccaro Consulting, LLC and its officers, directors, agents, subsidiaries, joint ventures and/or employees, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Use the Vaccaro Consulting, LLC Privacy Policy, or your violation of any law or the rights of a third-party.

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Your correspondence or business dealings with, or participation in promotions of, advertisers or sponsors found on or through our website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or sponsor. You agree that Vaccaro Consulting, LLC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or sponsors on our website.

### **Acceptance of Terms of Use**

You affirm that you are: i) at least 18 years of age; ii) an emancipated minor; or iii) possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use and the Vaccaro Consulting, LLC Privacy Policy, and to abide by and comply with such terms, conditions and obligations.

### **Typographical Errors**

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, Vaccaro Consulting, LLC shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Vaccaro Consulting, LLC shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Vaccaro Consulting, LLC shall immediately issue a credit to your credit card account in the amount of the charge.

### **Order Acceptance Policy**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Vaccaro Consulting, LLC reserves the right at any time after receipt of your order to accept or decline your order for any reason. Vaccaro Consulting, LLC reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Further, Vaccaro Consulting, LLC may require additional verifications or information before accepting any order.

### **Modifications**

Vaccaro Consulting, LLC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, our website, or any part thereof, with or without notice. You agree that Vaccaro Consulting, LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of any service.

### **General**

By using, viewing or accessing the Vaccaro Consulting, LLC website, you agree that: (i) our website shall be deemed solely based in Nevada; and (ii) our website is a passive website that does not give rise to personal jurisdiction over Vaccaro Consulting, LLC, either specific or general, in jurisdictions other than Nevada. These Terms of Use shall be governed by the internal substantive laws of the State of Nevada, without respect to its conflict of laws principles. Venue for any legal action concerning any claim or dispute between you and Vaccaro Consulting, LLC that arises in whole or in part from our website shall lie exclusively in the Eighth Judicial District Court, Clark County, Nevada, and by using, viewing and/or accessing the Vaccaro Consulting, LLC website you expressly consent to jurisdiction and venue in such court. These Terms of Use, together with the Vaccaro Consulting, LLC Privacy Policy and any other legal notices published by Vaccaro Consulting, LLC on our website, shall constitute the entire agreement between you and Vaccaro Consulting, LLC concerning our website. If any provision of these Terms of Use or the Vaccaro Consulting, LLC Privacy Policy is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions therein, which shall remain in full force and effect. No waiver of any term of these Terms of Use or the Vaccaro Consulting, LLC Privacy Policy

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### **Cancellation Policy for the World Class Assistant Course**

Should you be unable to attend for any reason, a full refund, less a \$300 registration fee, will be issued if we receive written notice 45 days prior to your registered start date. After that time, all registrations and no-shows are subject to full workshop fee. A company/organization may substitute one attendee for another. Refund for credit cards will only be given as a credit, not a check, reimbursement. Should the workshop need to be postponed due to acts of nature or national disasters, the workshop will be rescheduled, not cancelled. Vaccaro Consulting, LLC reserves the right to replace Joan Burge as Master Trainer of the program with a Certified Trainer should an emergency arise. Date Change: Because this is a limited-seating program, if you request a date change, a \$300 change fee will be assessed. Date changes are only valid within the same calendar year.

### **Cancellation Policy for the Annual Conference for Administrative Excellence**

Should you be unable to attend for any reason, a full refund, less the \$300 non-refundable deposit, will be issued if we receive notice in writing by August 1 (the year of the conference being held). After August 1, all registrations and no-shows are subject to full conference fee. A company may substitute one attendee for another. Should the Conference need to be rescheduled due to acts of nature or national disasters, the Conference will be rescheduled, not cancelled. Attendees may send a substitute if they cannot attend the rescheduled date.

### **Return Policy on Products**

We will refund or exchange your items if damaged in shipping. No refunds, returns or exchanges will be made on audio CD or DVD purchases. No refunds, returns or exchanges will be offered on Star Achievement workbook orders.

### **Contacting Us**

If there are any questions regarding this privacy policy you may contact us using the information below.

Vaccaro Consulting, LLC

By website: <https://anitavaccaro.com/contact/>

Effective date: June 1, 2014