

# Terms of Use

## Introduction

Welcome to Menzen and Company Inc.! This Terms of Use Policy ("Terms of Use") applies to this website and any other websites or mobile applications, together with the information, resources, services, products, and tools ("the Services") owned and/or operated by Menzen and Company Inc. ("Menzen and Company Inc." "we" "us" "our"). By visiting and accessing the Services we provide, you understand and agree to accept and adhere to the following terms of use as stated in this policy, along with the terms of our Privacy Policy.

**PLEASE READ THIS POLICY CAREFULLY AND IN ITS ENTIRETY. BY USING THE SERVICES AND/OR PURCHASING, VIEWING, DOWNLOADING, OR PROVIDING YOUR EMAIL TO RECEIVE A NEWSLETTER, SOCIAL MEDIA OR BLOG POSTS, OR OTHER MATERIALS AVAILABLE ON OR THROUGH THE SERVICES, YOU AGREE TO THE TERMS OF THIS POLICY.**

## Responsible Use and Conduct

By utilizing the Services, either directly or indirectly, you agree to use these Services only for the purposes intended as permitted by (a) these Terms of Use, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained below, and you may incur criminal or civil liability. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these communication tools, which means that if you choose to submit content to our website via these tools, then it is your personal responsibility to use these tools in a responsible and ethical manner.

## Prohibited Uses

You may use the Services only for lawful purposes and in accordance with Terms. You agree not to use the Services:

- (a) In any way that violates any applicable local, state, federal, or international law or regulation.
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.

- (d) To impersonate or attempt to impersonate Menzen and Company Inc., a Menzen and Company Inc. employee, another user, or any other person or entity.
- (e) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm or offend Menzen and Company Inc. or users of the Services or expose them to liability.

Additionally, you agree not to:

- (a) Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.
- (b) Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- (c) Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- (d) Use any device, software, or routine that interferes with the proper working of the Services.
- (e) Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- (g) Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- (h) Take any action that may damage or falsify Menzen and Company Inc. ratings.
- (i) Otherwise attempt to interfere with the proper working of the Services.

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with these Terms of Use, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any third party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post

content that we choose to remove, you hereby consent to such removal, and waive any claim against us.

## **Right to Monitor and Terminate Use**

Although Menzen and Company Inc. has no obligation to monitor any user conduct on the Services, Menzen and Company Inc. reserves the right, and has absolute discretion, to monitor any user conduct on the Services at any time and for any reason without notice.

Menzen and Company Inc. reserves the right, without notice and in its sole discretion, to terminate your ability to use the Services, and to block or prevent your future access to and use of the Services. Any use of the Services in violation of the Terms may result in, among other things, termination or suspension of your rights to use the Services. The Terms remain in effect even if your account is terminated.

## **User Submissions**

Any and all information, including but not limited to feedback, data, questions, comments, suggestions, or ideas that you submit on the Services shall not be deemed confidential, and Menzen and Company Inc. will not have any obligation to keep such information confidential and will be free to reproduce, use, disclose and distribute the information to others without limitation or liability. All such submissions shall be deemed the property of Menzen and Company Inc., and your submission of information shall constitute an irrevocable assignment to Menzen and Company Inc. of all worldwide rights, titles and interests in and to such information. You agree that your submissions: (a) shall be true, accurate, current, complete and not misleading; (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights; (c) shall not be fraudulent or involve counterfeit or stolen information or items; (d) shall not violate any law, statute, ordinance or regulation; (e) shall not contain libelous or otherwise unlawful, abusive or obscene material, or contain any virus or malware that could in any way affect the operation of the Site; and (f) shall not create any liability for Menzen and Company Inc..

## **User Created Hyperlinks to Services**

Menzen and Company Inc. grants users a limited, non-exclusive right to create a text hyperlink to the Services for noncommercial purposes, provided such link does not portray Menzen and Company Inc. or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Menzen and Company Inc. logo or other proprietary graphic of Menzen and Company Inc. to link to the Services without the express written permission of Menzen and Company Inc.. Further, you may not use, frame or utilize framing techniques to enclose any Menzen and Company Inc. trademark, logo or other

proprietary information, including the images found at the Services, the content of any text or the layout/design of any page or form contained on a page on the Services without Menzen and Company Inc.'s express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Menzen and Company Inc. or any third party.

Menzen and Company Inc. makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party websites linking to the Services. Such sites are not under the ownership or control of Menzen and Company Inc. and Menzen and Company Inc. is not responsible for the contents of, or any review, changes or updates to such sites. Existence of a link to the Services does not imply affiliation, endorsement or adoption by Menzen and Company Inc. of the linking site or any information contained therein.

## **No Use by Minors**

The Services are intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of the Services, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of these Terms of Use. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of the Services.

## **Communications**

If you voluntarily provide your email in response to an offer or contest, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing [info@menzenandcompany.com](mailto:info@menzenandcompany.com).

## **Links to Other Sites**

The Services may contain links to third party web sites or services that are not owned or controlled by Menzen and Company Inc.

Menzen and Company Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT MENZEN AND COMPANY INC. SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ENCOURAGE YOU TO READ THE TERMS OF USE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

## **Indemnification**

We do not assume any liability for any content posted by you or any other third party users of our website. You agree to indemnify and hold harmless Menzen and Company Inc. and its directors, officers, managers, employees, agents, affiliates, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms of Use. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## **Privacy**

Your privacy is very important to us. We have a separate Privacy Policy which explains in detail how we collect, manage, process, secure, and store your personal information. To read our privacy policy in its entirety, <https://www.menzenandcompany.com/privacypolicy>.

## **Disclaimer of Warranties**

THESE SERVICES ARE PROVIDED BY MENZEN AND COMPANY INC. ON AN "AS IS" AND "AS AVAILABLE" BASIS. MENZEN AND COMPANY INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER MENZEN AND COMPANY INC. NOR ANY PERSON ASSOCIATED WITH MENZEN AND COMPANY INC. MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER MENZEN AND COMPANY INC. NOR ANYONE ASSOCIATED WITH MENZEN AND COMPANY INC. REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

MENZEN AND COMPANY INC. HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **Limitation of Liability**

EXCEPT AS PROHIBITED BY LAW, MENZEN AND COMPANY INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS WILL NOT BE HELD LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF MENZEN AND COMPANY INC. HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF MENZEN AND COMPANY INC., IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **No Professional Advice**

The information contained in or made available through our sites (including but not limited to information contained on videos, podcasts, comments, webinars—including replays—, live hangouts, in-person events, throughout our coaching calls—including replays—, in emails, in text files, on social media, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, or legal matters. You should also consult a lawyer, accountant, bookkeeper, financial or business advisor in all legal, accounting, monetary or business matters. You alone are responsible and accountable for any consequences arising from your decisions, actions and results in choosing to implement any information contained on the Services, and by your use of the Services, you agree not to hold Menzen and Company Inc. liable for any such decisions, actions or results.

## **Ownership**

All content and materials available on [www.menzenandcompany.com](http://www.menzenandcompany.com), including but not limited to text, graphics, website name, code, images and logos are the intellectual property of Menzen and Company Inc., and are protected by applicable copyright and trademark law. Unless otherwise specified, the Services are provided for your personal non-commercial use only. No portion of the Services may be used or otherwise exploited for any purpose in any form without the express written permission of Menzen and Company Inc. and, as applicable, its licensors and service providers. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software,

products or services obtained from the Services without express written permission from Menzen and Company Inc..

You agree to abide by and not to remove, modify or obscure any copyright or other proprietary rights notices and usage restrictions in connection with the Services, or on any copies or versions thereof. All rights not expressly granted are reserved.

Any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any third party copyrights or trademarks, becomes the property of Menzen and Company Inc., and as such, provides us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to personal information that is provided in a contact form or order. Such personal information is covered by our privacy policy.

## **Refund Policy**

All Sales are Final. No refunds will be issued once a service has been started and/or completed.

## **Changes to Services**

We reserve the right to withdraw or amend the Services, and any service or material we provide via the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period.

## **Changes to Terms of Use**

We reserve the right to change these Terms of Use from time to time without notice. You acknowledge and agree that it is your responsibility to review these Terms of Use periodically to familiarize yourself with any modifications.

Each version of these Terms of Use may be identified by its effective date which is located at the bottom of the page. Your continued use of the Services following the posting of changes to these terms constitutes your acceptance of the changes.

## **Governing Law and Jurisdiction**

Although Menzen and Company Inc. is headquartered in Perkasio, PA, USA, the Services can be accessed by visitors from most countries around the world. As each country has laws that may differ from those of PA, by accessing the Services, you agree that PA law will govern, without regard to conflicts of law provisions, for all matters relating to the use of the Services.

Furthermore, any action to enforce these Terms of Use shall be brought in the federal or state courts located in Perkasio, PA, USA. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

## **Dispute Resolution**

By visiting the Services or making a purchase from the Services, you and Menzen and Company Inc. agree that, if there is any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Services, or the breach, enforcement, interpretation, or validity of the Terms or any part of them (collectively, a "Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute.

Notice shall be sent:

- To Menzen and Company Inc. at 314 Moyer Rd., Perkasie PA 18944; or
- To you at: your last-used billing address or shipping address.

If the parties cannot settle the Dispute through notice and response, the parties agree to participate in Mediation through the Bucks County Dispute Resolution Center in Doylestown PA. Both you and Menzen and Company Inc. agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE THE COURTS OF BUCKS COUNTY PA, YOU WAIVE THE RIGHT TO A JURY TRIAL, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED OR REPRESENTATIVE CAPACITY.

## **Waiver and Severability**

No waiver by Menzen and Company Inc. of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Menzen and Company Inc. to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

## **Acknowledgement**

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.



## **Contact Information**

If you have any questions or comments about these Terms of Use as outlined above, you can contact us at:

Menzen and Company Inc.  
info@menzenandcompany.com

Last updated on: 09/20/2022