

# Katie Mettner Romance Terms & Conditions

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## Introduction

Welcome to Katie Mettner Romance's website ("Site"). The Site is a service of Katie Mettner ("Katie Mettner Romance"). These Terms and Conditions (the "Terms") set forth the agreement between Katie Mettner and each user ("you") governing the use by you of this Site. Please read these Terms carefully before using this Site. By using this Site, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access, register for a member account or otherwise use this Site.

Katie Mettner Romance reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms. The "Last Updated" date at the top of these Terms will indicate when the latest modifications were made. It is your responsibility to check these Terms periodically for changes. Your continued use of this Site after these Terms have been changed will mean that you accept and agree to the changes. In addition, when using particular services or features on this Site, you may be subject to any posted guidelines or policies applicable to such services or features that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into these Terms.

## Eligibility

Membership to this Site is free and is open to individuals only (not corporations or other business entities) that are at least eighteen (18) years of age or such other age as required by your geographic location. Membership in certain Activities (as defined below) may be further restricted. You are permitted to have only one account.

## Your Member Account

To open a member account, you must provide Katie Mettner Romance with complete and valid contact information. Your account must have a unique and valid email address and password. You must also provide Katie Mettner with an accurate mailing address upon signing up.

You agree to provide only accurate, current, and complete registration information and to keep that information updated in order to maintain its accuracy. Katie Mettner Romance may terminate or suspend your membership and you may forfeit your rewards if you fail to provide or keep your personal information accurate and complete. You are solely responsible for the security of your username and password and any activity that occurs under your member account, whether authorized or unauthorized. Katie Mettner Romance will not be responsible for any losses incurred through the use of your password by a third party, except when unauthorized use is directly attributable to the gross negligence or willful misconduct of Katie

Mettner Romance. You agree to immediately notify Katie Mettner Romance of any unauthorized use or breach of your member account.

Your participation in any Activities and your disclosure of any personally identifiable information is completely voluntary. Katie Mettner Romance retains the right to monitor member activity within the Site. We may terminate your account if you have violated our Code of Conduct below, in the event that your member account shows signs of fraud, abuse or suspicious activity or as otherwise deemed necessary by us. If you have conducted any fraudulent activity, Katie Mettner Romance reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, you may be liable for monetary losses to Katie Mettner Romance, including litigation costs and damages.

You may cancel your account at any time by contacting Katie Mettner Romance at [sugarsdance@gmail.com](mailto:sugarsdance@gmail.com). You understand and agree that upon cancelling your account, your right to access your member account and the Activities will cease. Katie Mettner Romance may terminate your member account at any time for any reason.

### **Rewards**

Katie Mettner Romance values its members' opinions, and to show its appreciation, offers rewards in the form of Giveaways. More information about the rewards program can be found below ("Giveaway Rules").

Winners located in the continental United States are eligible for any announced prize. Prizes offered via third parties (e.g. retailers) are subject to change, based on availability. In this case, a similar prize of comparable value will be substituted.

Winners located outside the continental United States are eligible for digital prizes only (i.e. gift cards).

### **Relationship**

You are responsible for providing any computer equipment and communications services necessary to connect to and access this Site. You agree that neither your membership to this Site nor your completion of any Activities for Katie Mettner Romance creates any agency, partnership or employment relationship, and that your completion of Activities is strictly as an independent contractor. You also agree that any rewards you receive for completing Activities are the only compensation you will receive for your completion of such Activities.

### **Member Code of Conduct**

Katie Mettner Romance is an Online Community. When you use and post content to this Site you must observe the following rules:

- Be courteous and respect the opinions of others and behave in a manner that supports a safe and comfortable environment for all members.
- Do not post any of the following:

o Material that advocates illegal activity or political, religious or ideological beliefs. o Personal attacks or anything (including "jokes" that may be misconstrued) obscene, vulgar, illegal, harmful, discriminatory, racist, xenophobic insulting, threatening, abusive, harassing, defamatory, libelous, untrue, misleading or invasive of someone else's privacy or anything that is in any way pornographic or paedophilic or that refers directly or indirectly to pornographic or paedophilic sites.

o Advertising and solicitations - Do not use any community areas to buy or solicit for goods, services, or money, or to advertise or sell products or services to others. For example, do not post any advertising, referrals, promotional materials, junk mail, "spam," chain letters, pyramid schemes or any other form of solicitation.

o Any content that infringes any patent, copyright, trademark, trade secret or other intellectual property right of another or that, without prior written permission, mentions any third party brand or personality or uses any third party content.

o Any statement that expresses or implies that any actions you take are endorsed by Katie Mettner Romance.

- Do not take any Activities other than in good faith, such as providing false answers, answers that are not your own genuine responses or speeding through an Activity or answering each question the same way. Katie Mettner Romance reserves the right to withhold awarding rewards to you if, in Katie Mettner Romance's reasonable view, your Survey responses are untruthful or not well considered.
- Do not access or use any part of the Site for anything other than your personal, non-commercial use.
- Do not access or use any part of the Site in any way that may violate any applicable law, regulation, or other governmental requirement and/or regulation, treaty or tariff and/or principles of good conduct.
- Do not resell, barter, trade or otherwise attempt to generate income by providing access to your member account to others.
- Do not impersonate any individual or entity, including, without limitation, a Katie Mettner Romance employee, agent or client, or other Katie Mettner Romance members or otherwise misrepresent your affiliation with any person or entity, including by "framing" any portion of this Site to make it look like you have a relationship with us or that we have endorsed you for any purpose.
- Do not attempt to circumvent the Site or any security measures used on the Site, including by requesting rankings from other members or posting content which does not respond to or pose any question in order to garner rewards.
- Do not release, publish or otherwise disclose or make reference to any Activity or Site content in any media without our prior written permission.

- Do not collect or store any personal information about other members of this Site and in particular, without limiting the foregoing, do not obtain email addresses of other Site members or third parties with a view to sending unsolicited emails, for whatever reason or purpose.
- Do not attempt to access any service or area of the Site or any Activities that you are not authorized to access.
- Do not use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data.
- Do not send to or otherwise impact us or this Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware", "adware" or other code that could adversely impact this Site or any recipient or take any action, such as a denial of service attack, that might impose a burden on this Site's infrastructure or interfere with the ordinary operation of this Site.
- Do not re-post on the Site any statements you receive from Katie Mettner Romance.
- Do not communicate with Katie Mettner Romance in a manner which is obscene, vulgar, harmful, insulting, threatening, abusive, harassing, defamatory, libellous, untrue or misleading.
- Do not engage in any other activity that Katie Mettner Romance may reasonably deem improper or abusive. Failure to comply with this Code of Conduct may result in termination of your member account.

### **Confidentiality of Activities**

Katie Mettner Romance may disclose confidential and/or proprietary information and materials to you as part of Activities, and such information and materials shall remain the sole and exclusive property of its owner. This confidential information may include, but is not limited to, book ideas, book covers, book excerpts, advertising or trailers, and the text, visual images and sounds related thereto. By becoming a member, you agree that you will keep the contents and materials disclosed to you as part of all Activities in which you participate confidential and not disclose them to any third party or use the confidential information for any purpose except for the sole purpose of completing the Activities. If you breach this obligation, in addition to termination of your account, you may be liable for monetary damages to Katie Mettner for damages caused by the result of your breach.

### **Privacy Policy**

Use of this Site is subject to the terms of the Katie Mettner Romance Privacy Policy, which is hereby incorporated into and made part of these Terms. Please carefully review the Privacy Policy. Katie Mettner Romance reserves the right, and you authorize it, to use information regarding your use of this Site and any other personal information provided by you in accordance with the Privacy Policy.

### **Member Content and License**

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### **Katie Mettner Romance Intellectual Property**

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### **Disclaimer of Warranties**

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### **Limitation of Liability**

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IN NO EVENT SHALL THE LIABILITY OF KATIE METTNER ROMANCE OR AFFILIATES, SUCCESSORS OR ASSIGNS, SUPPLIERS OR AGENTS EXCEED THE ACTUAL RETAIL VALUE OF AN APPLICABLE REWARD AT ISSUE, OR IF A DISPUTE RELATES GENERALLY TO YOUR USE OF THE SITE, TO THE FAIR MARKET RETAIL VALUE OF THE REWARDS WHICH YOUR UNUSED, UNEXPIRED, NON-CANCELED REWARDS ARE CONVERTIBLE INTO.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Indemnification**

You agree to indemnify and hold Katie Mettner Romance, together with its staff, harmless from any and all claims, losses, damages, suits, fines, levies and costs (including reasonable attorney's fees and expert witness costs, including costs associated with in-house counsel), (collectively "Claims"), arising from or related to your use of or conduct on this Site and any content you place on, submit to or transmit through this Site, your breach of these Terms, your infringement or violation of any rights of another, or termination of your access to the Site, including Claims made by third parties. You agree that Katie Mettner Romance has the unlimited right to defend any Claim and to settle any Claim without your prior permission. You agree to provide Katie Mettner Romance with all reasonable assistance in the defense of any Claim.

### **Tax Liability (US members only)**

You may be required under federal, state, and/or local laws to pay taxes on any rewards you may receive. You acknowledge that we may supply information to taxing agencies, or withhold taxes, at the request of those agencies or as we, in our sole discretion, deem appropriate. You acknowledge and agree that you will provide Katie Mettner Romance with any additional personal information, such as your Social Security number, that Katie Mettner Romance needs to comply with any reporting or withholding obligations. Your failure to provide such information within 30 days of a request sent by Katie Mettner Romance to the email address registered at that time may result in the forfeiture of rewards you may have won.

### **Links; Third Party Websites**

Katie Mettner Romance may provide links to third-party websites as a convenience to you, and Katie Mettner Romance's providing of any link does not constitute an endorsement by such site of Katie Mettner Romance or vice versa. If you use these links, you will leave the Site. You agree that Katie Mettner Romance is not responsible for examining or evaluating the content or accuracy and Katie Mettner Romance does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or

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### **Applicable Law and Exclusive Forum**

These Terms and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of this Site shall be governed by the laws of the state of Wisconsin without regard to its conflict of law provisions. Any disputes regarding such claims or arising under or related in any way to these Terms or this Site shall be heard exclusively in the appropriate forum in Wisconsin.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND KATIE METTNER ROMANCE HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING OR LITIGATION BROUGHT AGAINST THE OTHER WITH RESPECT TO THESE TERMS OR THE SITE. IN ADDITION, NEITHER YOU NOR KATIE METTNER ROMANCE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER SITE USERS, OR LITIGATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

### **Notices**

Notices to You: We may give you all notices that we are required to give by posting notice on this Site. You also agree that we may give notice by email at our discretion, including notice of subpoenas or other legal process (if any). We may provide notice to any email or other address that you provide during registration. You agree to keep your address current and to check for notices posted on the Site.

Notices to Katie Mettner Romance: You can contact me at [sugarsdance@gmail.com](mailto:sugarsdance@gmail.com).

### **Entire Agreement; Miscellaneous**

These Terms, including items incorporated into them (e.g., the Privacy Policy), as well as any additional terms or conditions contained on the Site for particular activities, and disclosures provided by us and consents provided by you on the Site (collectively, the "Entire Agreement"), constitute the entire agreement between us and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement. If any provision of



the Entire Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. Our failure to act with respect to a breach does not waive our right to act with respect to subsequent or similar breaches.