

User Agreement with Newberger & Associates, LLC

Terms & Conditions

Last Updated on September 20, 2024

Introduction

Please read these Terms & Conditions carefully before using Our Service.

By clicking on the "Checkout" box on the Square website, the User indicates acceptance of these Terms & Conditions. If the User does not want to agree to these Terms & Conditions or our Privacy Policy, the User must not access or use the Service provided through the website.

You represent that you are the age of 18 or over and legally able to enter into this Agreement.

This Agreement is between Newberger & Associates, LLC, a Virginia limited liability company, located in Sterling VA, and Users of the eBook entitled, "Hope for Troubled Marriages."

For purposes of this five-page document:

"eBook" or "Book" or "eCourse" or "Course" refer to the electronically accessed, written work of Dr. Kenneth C. Newberger entitled, "Hope for Troubled Marriages."

"User" or "Users" refer to those individuals who purchase and access the eBook or are granted permission to access the eBook.

"Company" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Newberger & Associates, LLC.

"Newberger & Associates is abbreviated "N&A."

"You" refers to the User or other legal entity on behalf of the User.

"Service" means use of the eBook.

"Website" refers to www.MarriageCounselingAlt.com and all of its associated pages.

Details

1. Refund Policy

Given the nature of digital content, once you purchase any of Our digital content, you may not cancel or receive a refund for

the purchase. All sales of Dr. Newberger's E-book, "Hope for Troubled Marriages," in whole or in part, are final.

2. Intellectual Property / Copyright Protection

The eBook is owned by Newberger and Associates, LLC, and is protected by United States copyright law. No person or entity is legally able to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any portion of the eBook in any form by any means without the prior written consent of N&A.

3. Privacy Policy

Your access to and use of the eBook is also conditioned on Your acceptance of and compliance with Our Privacy Policy, which can be accessed on Our website by [clicking here](#). Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Website and tells You about Your privacy rights and how the law protects You.

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The Website may contain links to other sites. These links are for the convenience of visitors to the Site only, and N&A makes no representations whatsoever regarding such other sites. You should review the privacy policies of other sites carefully before providing any information to such sites. N&A is not responsible for the privacy policies or procedures or the content of any other site.

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8. Indemnification

Users shall, at no expense to N&A, indemnify, defend, and hold harmless N&A, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) relating to or arising from N&A’s service, the results obtained from the eBook, or actions taken based on the eBook, or any breach by a User of the Terms & Conditions of this Agreement. Users hereby agree to waive all laws that may limit the efficacy of general releases.

9. Transmission of Data to Other Countries

Personal information provided by a User using the eBook is processed in the United States, where privacy laws may be less stringent than the laws in a User’s home country and where the government, courts, or law enforcement may be able to access the User’s information. By submitting your personal information for use of Our service, the User agrees to the transfer, storage and processing of their information in the United States.

10. Dispute Resolution

When a controversy or claim arises out of or relating to the Terms & Conditions of this document, N&A and the User agree to first try to resolve the issue informally on their own.

11. Governing Law

The laws of the State of Virginia (regardless of conflicts of law principles) shall govern this Agreement. Any dispute arising out of or relating to the Terms & Conditions of this Agreement shall be subject to the exclusive jurisdiction of the federal and

state courts of Virginia, other than actions to enforce any order or judgment entered by such courts.

Caveat: N&A may seek injunctive relief for violating or infringing its intellectual property right in any U.S. or international court with appropriate jurisdiction.

12. Entire Agreement

This agreement, which the User accepts upon registering to use the eBook, contains the entire agreement between N&A and Users. Unless otherwise explicitly stated, the herein shall survive termination of the User's usage of the eBook.

13. Severability

If any provision of this agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

14. Waiver

No provision hereof and no breach of any provision hereof shall be deemed waived by any previous waiver of such provision or any breach thereof, by any previous custom, practice, or course of dealing, or by N&A's failure to object to provisions contained in any communication or order from the user.

15. Modifying This Document

Newberger & Associates, LLC reserves the right to modify the Terms & Conditions of this document at any time by posting the changes & date of the changes on this page:

www.MarriageCounselingAlt.com/PDF/terms-and-conditions.pdf or by email notification. It is the User's responsibility to review this document from time to time to learn of any revisions. A User's continued use of the eBook following the posting of this document's updated Terms & Conditions shall constitute the User's acceptance of such changes.

16. Termination

Either the User or the Company may terminate the User's account at any time, for any reason, or for no reason at all, without explanation. Use of the Service is subject to compliance with these Terms & Conditions. The Company reserves the right to immediately suspend or terminate the User's access to the Service, without notice, upon the User's breach of this Agreement. In the event the User's access to the Service is suspended or terminated because of the User's

breach of this Agreement, the User agrees that all fees previously paid to the Company are non-refundable.

17. Miscellaneous

The use or absence of highlighted text, the absence of words in all capital letters, or the use or absence or presence of other textual formatting in no way limits, impacts, or defines how this agreement is to be interpreted.

18. Agreement

The User understands the Terms & Conditions of this document and agrees to abide by them.