

Terms & Conditions

Day By Day Seminars, LLC

Welcome to www.melindamoats.com. Day By Day Seminars, LLC and/or its affiliates, partners, and assigns, ("DBD") provides website features to you subject to the following Terms and Conditions ("Terms and Conditions"). The Terms and Conditions govern your use of the World Wide Web site located at www.melindamoats.com, and any associated subpages ("Site"). By accessing, viewing, or using the content, material, or services available on or through this Site, you indicate that you have read and understand these Terms and Conditions, and that you agree to them and intend to be legally bound by them. If you do not agree to these Terms and Conditions, you are not granted permission to use this Site and must exit immediately.

These Terms and Conditions may be changed at any time. It is your obligation as a user visiting the Site to familiarize yourself with these Terms and Conditions. Any change to these Terms and Conditions shall also be effective as to any visitor who has visited the Site before the change was made.

1. Website Information

If you are seeking medical attention, or if you feel that you may be a danger to yourself or others, please call 911 immediately.

DBD attempts to be as accurate as possible. However, DBD does not warrant that information or other content of this Site is accurate, complete, reliable, current, or error-free. The specific application of information and principles on this Site will vary according to the particular circumstances of each individual.

This Site, and its entire content, is offered by DBD for informational purposes only, and is in no way intended to constitute medical or psychological treatment of any kind. Your use of this Site, including for the purpose of communicating with DBD, does not create a psychotherapist-client relationship, nor is it covered by any legal privilege. This Site does not in any way provide information regarding healthcare customer services or benefits. You should not act upon any information provided on this Site without first seeking individual professional advice.

2. Proprietary Rights

LICENSE AND SITE ACCESS

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All names, trademarks, service marks, symbols, slogans, and logos appearing on the Site are proprietary to DBD or its licensors. Use or misuse of these trademarks is expressly prohibited and may violate federal, state, and international trademark law.

TRADEMARKS

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manner that disparages or discredits DBD. All other trademarks not owned by DBD that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by DBD.

3. Communications with and Submissions to the Site

ELECTRONIC COMMUNICATIONS

DBD encourages visitors to submit comments, and other content; send e-mail and other communications; and submit suggestions, ideas, questions, or other information (collectively, "Submissions"), so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, or other malware, commercial solicitation, chain letters, mass mailings, or any form of "spam."

When you visit the Site or transmit any Submissions to DBD electronically, you are communicating with DBD electronically. By communicating with DBD electronically, you consent to receive communications from DBD electronically. DBD will communicate with you by e-mail or by posting notices on this Site. By communicating with DBD electronically, you also agree that all agreements, notices, disclosures and other communications that DBD provides to you electronically satisfy any legal requirement that such communications be in writing. By transmitting any submissions to DBD electronically, you specifically acknowledge that you understand that DBD makes no warranties or assurances that such submissions will be, accessed, read, or responded to by DBD.

DBD has the right but not the obligation to monitor and edit or remove any activity or content. DBD takes no responsibility and assumes no liability for any content posted by you or any third party.

By transmitting any Submission(s) to DBD, you automatically grant DBD, and any sublicensees, the royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform and display any or all of such Submissions (in whole or part) throughout the world and to incorporate such in other works and in any form, media, or technology now known or later developed for the full term of any rights that may exist in such Submission(s); and the right to use your name, likeness, voice, photograph, and any other indicia of identity and information provided to DBD by you, in connection with the use, exploitation, promotion and/or advertising of the Submission(s) and/or the Site. Further, DBD is free to use any ideas, concepts, methods, techniques, and/or processes contained in any Submissions you send to this Site for any purpose whatever, including, but not limited to, creating and marketing products, information, or services using such information.

By transmitting any Submission(s) to DBD, you hereby represent and warrant to DBD that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any

person or entity; and that you will indemnify DBD for all claims resulting from content you supply.

By transmitting any Submission(s) to DBD, you also represent and warrant that: (i) you are of legal age and otherwise legally competent to enter into contracts; (ii) you have all rights, approvals and/or consents necessary to submit the Submission(s) on the Terms provided herein; (iii) no permission is required from any other individual or company for DBD to use the Submission(s); (iv) the materials contained in the Submission(s), including, without limitation, the, ideas, compositions, and other materials, are original, were created only by you, do not contain any "samples," excerpts, or other works from the material of others, and do not otherwise infringe on the intellectual property rights of any other individuals or companies; (v) the Submission(s) does not and will not violate any laws or be defamatory, libelous, pornographic or obscene; (vi) you are not bound by any contract that would prohibit you from agreeing to these Terms and Conditions; (vii) you will not hold DBD liable for copyright or trademark infringement based, in whole or in part, upon DBD's access to and use of the Submission(s); and (vi) the Submission(s) will not contain any "viruses" or other information that may damage or otherwise interfere with DBD's computer systems or data, or the computer systems or data of users of DBD's website. You shall be fully responsible for any breach of the representations and warranties made to DBD under this paragraph, and you shall indemnify DBD and hold DBD harmless from and against any and all claims, liabilities, actions, losses, damages and costs, including reasonable attorneys' fees and costs, arising from any such breach.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of an e-mail or any other Submission. DBD maintains the right (but not the obligation) to review your Submission(s) and, in its sole discretion, decline to post and/or remove any Submission(s) for any reason or for no reason at all, at any time, and without notice.

You may request that DBD delete your Submission(s) from the Site by emailing DBD at melindamoats@gmail.com and specifically indentifying the Submission(s) you are requesting to be deleted. Upon receipt of your emailed request, DBD will make all reasonable efforts to delete your Submission(s) from the system and Site; however, DBD disclaims any and all responsibility for any copies of your Submission(s) that may have been made by a user of the Site before your Submission(s) was removed.

4. Use and Nature of the Internet

Given the nature of the internet, the transmission of any communication or Submission to DBD via the Site or internet e-mail, whether encrypted or otherwise, cannot be guaranteed in all circumstances as secure. As an alternative to communicating over the internet or e-mail, DBD can be contacted by postal mail at: Day By Day Seminars, LLC, 10011 270th St. NW Suite B, Stanwood, WA 98292.

5. Privacy

DBD has a Privacy Statement describing DBD's online information gathering and dissemination practices with respect to the Site. Please review the Privacy Statement, which is incorporated into

these Terms and Conditions by reference, as if set forth fully herein, and which also governs your visit to the Site.

6. Disclaimer of Warranties and Limitation of Liability

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. This Site, and all information, content, materials, products, and services included on and in or otherwise made available through this Site, are made available on an "as is," "as available," and "with all faults" basis unless otherwise specified in writing. You expressly agree that use of this Site is entirely at your own risk.

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To the fullest extent permissible by applicable law, DBD disclaims all representations and warranties, with respect to this Site, the Site Materials on and in and made available through this Site, and the services, information, and products offered in connection therewith, express or implied, written or oral, arising from course of dealing, course of performance, usage of trade, or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, accuracy, systems integration, non-interference, quality, title, and non-infringement. The entire risk as to satisfactory quality, performance, accuracy, and effort with regard to any and all Site Materials on and in and made available through this Site is with you.

DBD shall not be liable for any direct, special, indirect, incidental, consequential, exemplary, extra-contractual, punitive, or other damages of any kind whatever, including, without limitation, lost revenues or lost profits, which may or do result from the use of, access to, or inability to use this Site, the Site Materials on and in and made available through this Site, or the services, information, and products offered in connection with this Site, regardless of legal theory, whether or not any party had been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail of their essential purpose. Under no circumstances will the total liability of DBD to you or any other person or entity in connection with, based upon, or arising from this Site, the Site Materials on and in and made available through this Site, or the services, information, or products offered in connection therewith, exceed the price paid by you for use of this Site.

DBD does not warrant that this Site, information, content, materials, products or services included on or otherwise made available to you through this Site, their servers, or e-mail sent from DBD are free of viruses or other harmful components.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

7. Indemnification

You agree to defend, indemnify, and hold harmless DBD, its affiliates, contractors, and partners of any and all type, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including without limitation attorneys' fees and costs) relating to or arising from this Site, your use of this Site, your Submission(s) to the Site, your fraud, violation of law, or willful misconduct, and any breach by you of these Terms and Conditions.

8. Corrections and Changes

DBD endeavors to keep the Site and Site Materials on, in, and through this Site up-to-date. Without limiting anything else in these Terms and Conditions or otherwise, DBD is not responsible for any errors or omissions in the Site or Site Materials. DBD may make changes to the Site or Site Materials, or to the products, information, or services made available in connection with this Site, at any time with or without notice, and DBD makes no commitment to update the information contained on or in this Site. DBD reserves the right to terminate your access to this Site in the event that you violate these Terms and Conditions or for any reason whatever, or for no reason, with or without notice, in addition to any and all other remedies available at law or in equity.

9. Links to Other Web Sites

This Site may, from time to time, contain links to other third-party internet web sites for the convenience of users in locating information, products, or services that may be of interest. DBD is not responsible for examining or evaluating, and DBD does not warrant the offerings of, any of these businesses or individuals or the content of their web sites. These sites are maintained by organizations over which DBD exercises no control, and DBD expressly disclaims any and all responsibility for the content, the accuracy of the information, the security of information provided to any third-party sites, and the quality of products or services provided by or advertised on these third-party sites.

Without limiting anything else in these Terms and Conditions or otherwise, DBD does not assume any responsibility or liability for any errors or omissions in the Site or Site Materials, or for the information, links, text, graphics, or other items made available on other web sites created, maintained, or otherwise controlled by third parties. You should carefully review the privacy statements and other conditions of use for any third-party material.

10. Governing Law, Jurisdiction, and Disputes

GOVERNING LAW

By visiting the Site, you agree that the laws of the state of Washington, without regard to principles of conflict of laws, will exclusively govern these Terms and Conditions and any dispute of any sort that might arise between you and DBD.

JURISDICTION

By accessing, viewing, or using the works, content, or materials on this Site, you consent to the exclusive jurisdiction of the federal and state courts presiding in King County, Washington, and agree to accept service of process by personal delivery or mail and hereby waive any and all jurisdictional and venue defenses otherwise available. Any party who unsuccessfully challenges the enforceability of this jurisdiction clause shall reimburse the prevailing party for its attorney's fees and costs, and the party prevailing in any such dispute shall be awarded its attorneys' fees and costs.

This Site is controlled and operated by DBD from its offices within the United States and the State of Washington. Without limiting anything else, DBD makes no representation that the works, content, materials, services, information, or products available on, in, or through the Site are appropriate or available for use in other locations, and access to them from territories or jurisdictions where they are illegal, or otherwise limited, is prohibited. Those who choose to access this Site from other locations do so of their own free will and are responsible for compliance with all applicable laws. The waiver or failure of DBD to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of the other rights established under these Terms and Conditions.

DISPUTES

These Terms and Conditions, including, without limitation, the Privacy Statement, represent the entire agreement between you and DBD with respect to the subject matter hereof, and supersede any and all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of Washington, without regard to principles of conflict of laws.

Notwithstanding the Dispute Resolution provisions below, any dispute relating in any way to your visit to the Site or to products or services sold, distributed, or provided, by DBD or through the Site shall be adjudicated in any state or federal court in King County, Washington, and you consent to exclusive jurisdiction and venue in such courts.

Dispute Resolution

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation

In the event that the parties cannot, by exercise of their best efforts, resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within 30 days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to

responsible agents of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within 60 days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration

Any controversies or disputes arising out of or relating to this Agreement, not resolved through mediation, shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add to, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

11. Force Majeure

DBD shall not be liable for any damages resulting from a failure or delay in performance caused by causes beyond DBD's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers. Without limiting anything else in these Terms and Conditions or otherwise, neither DBD, its affiliates, contractors, and partners of any and all type, nor all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys will be liable for any loss resulting from failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems or errors, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, armed conflict or governmental restrictions.

12. Your Account

If you use this Site, you are responsible for maintaining the confidentiality of your private information for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password, if any. DBD does not provide products or

services to Children. If you are under 13, you may use www.melindamoats.com only with the involvement of a parent or guardian. DBD reserves the right to refuse service, terminate accounts, remove or edit content, or cancel access and orders, in its sole discretion.

13. Risk of Loss

All items purchased from DBD are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon DBD's delivery to the carrier.

14. Site Policies, Modifications, and Severability

DBD reserves the right to make changes to the Site, policies, and these Terms and Conditions at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. Headings used in these Terms and Conditions are for reference only and shall not affect the interpretation of these Terms and Conditions.

15. Copyright Complaints

DBD respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide DBD's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying DBD that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A specific description of the copyrighted work that you claim has been infringed upon;
- A specific description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized or allowed by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

DBD's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Day By Day Seminars, LLC
Copyright Agent
Melinda Moats
10011 270th St. NW Suite B
Stanwood, WA 98292

USA

Sending an email to: melindamoats@gmail.com