Terms of Use for Digital Product Purchase

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Use and Consent

Please read these Terms of Use for Digital Product Purchase (hereinafter "Terms of Use") carefully and in their entirety before purchasing a digital download or digital course (hereinafter "Digital Product") from Bedside to Business.

These Terms of Use are entered into by and between Bedside to Business hereinafter "we," "our," "us") and you.

Your purchase of a Digital Product constitutes your voluntary acceptance to be bound by these Terms of Use, whether you have read them or have had the opportunity to read them and have chosen not to.

This website and any Digital Products offered herein are not intended for persons under the age of 18. If you are under the age of 18, you may **not** purchase, use, or view our Digital Products.

Privacy Policy

We respect your privacy and permit you to control the treatment of your personal information. Please read our Privacy Policy.

Order Confirmation and Payment Details

We will email you to confirm the placement of your order and with details concerning your Digital Product purchase.

In the event there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

Payments

Payment details regarding packages involving website and brand creation are featured in contracts for the select packages and on bedsidetobusiness.co.

You understand and agree that you are financially responsible for all purchases made by you or a third-party acting on your behalf.

If payment cannot be charged to your credit card or your charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate your access to the Digital Product, thereby terminating these Terms of Use and all of our obligations hereunder.

It is your responsibility to notify us if your credit card has changed or has expired and to make appropriate changes or your access to the Digital Product may either be suspended or terminated.

We reserve the right to refer collection of the outstanding balance to an attorney or collections agency. If your outstanding balance is referred to an attorney or collections agency, you shall pay all reasonable attorney's fees or collections agency fees.

All of the personal information that you provide as part of the purchase process for any Digital Product may be collected by both us and our third-party payment processing providers. This includes, but is not limited to, name, email address, billing information, and credit card number. Please read our Privacy Policy with respect to how we handle your personal information.

Our third-party payment processing providers may have privacy policies and terms and conditions that differ from ours. We have no liability or responsibility for the independent policies of our third-party payment processing providers. You are encouraged to read the independent policies contained on the third-party payment processing providers' websites.

You understand and release us from liability for any damage or loss caused by your purchase from our website or by your dealings with our third-party payment processing providers.

Refunds

Bedside to business does not offer refunds under any circumstances.

Termination

We reserve the right to terminate your access to the Digital Products at any time for any reason, including for your breach of these Terms of Use.

Passwords

Certain features of our Digital Products may require the creation of a username and password. You are responsible for keeping your username and password confidential. We ask that you not share your username or password with anyone. We cannot and will not be liable for any loss or damage arising from your failure to protect your username or password.

You agree to notify us immediately of any unauthorized use of your username or password or any other breach of security.

Intellectual Property Protection and Limited License

Our Digital Products as well as the materials contained therein, including, but not limited to, videos, photos, graphics, designs, and other files (collectively, the "Materials"), are the proprietary property of Bedside to Business and are protected by applicable United States intellectual property rights.

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You understand and agree that our Digital Products are intended to provide information and education. You agree that the information provided is not business, financial, or legal advice.

You should consult with an attorney, accountant, and/or financial advisor in your area who understands your particular personal, business, and financial situation so that you can take the right steps for you and your situation.

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You understand and agree that your success depends entirely on your business experience, motivation, and individual capacity. There are no guarantees of any kind as to your earnings and income.

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The information provided is not a substitute for professional medical, psychological, or psychiatric advice, diagnosis, or treatment for your individual condition and circumstance. You should consult with a licensed and/or registered health care professional about your individual condition and circumstance. You warrant that you have submitted to a physical examination and have a physician's approval to participate or are participating without the approval of a physician of your own volition and at your own risk.

You should always consult with a licensed and/or registered health care professional before making any health or dietary changes or beginning any exercise program. If you are pregnant, nursing, obese, diabetic, or have any other medical or mental condition, you should follow the supervision of a licensed and/or registered health care professional.

Do not stop taking any prescribed medications or disregard or delay seeking medical advice based on any information contained in our products and/or courses.

No Warranty or Liability

The information provided in our Digital Products is believed accurate when made. However, we do not warrant or represent that such information is or will always be current, accurate, and/or complete. You agree that we are not responsible for the accuracy of our Digital Products or for any errors or omissions in same.

The use of our Digital Products is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. We assume no liability for any computer virus or other similar software code that is downloaded to your computer from our Digital Products.

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BEDSIDE TO BUSINESS LLC 'S CUMULATIVE LIABILITY FOR ANY LOSS OR DAMAGE TO YOU OR OTHERS ARISING OUT OF OR RELATING TO THESE TERMS OF USE SHALL NOT EXCEED $500 (USD).

We expressly exclude any liability to the fullest extent of the law.

By purchasing a Digital Product, you agree to this limitation of liability and release Bedside to Business, LLC from any and all claims.

Indemnification

You agree at all times to defend, hold harmless, and indemnify Bedside to Business, LLC, and its subsidiaries, affiliates, agents, officers, directors, employees, or partners, from any claim, demand, cause of action, including attorney's fees and costs, arising from your use of our Digital Products, as well as any third party claims of any kind arising from your actions in relation to our Digital Products (including any content you submit, post to, or transmit through our website and/or Dubsado.

Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

No Formal Endorsements

Any reference or link to any other companies, events, services, or products in our Digital Products does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Affiliate Disclosure

We may choose to provide an affiliate link to products and/or services that we believe align with our own Digital Products. You understand that we may receive financial compensation or other payment as a result of your purchase of a product and/or service using the link.

You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

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We may provide a link to a third-party website in our Digital Products. These links are provided for your education and information only and are not an endorsement by us.

You agree that we are not responsible for the content, availability, or accuracy of other websites that may be linked to our Digital Products. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree we are not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third-parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ from ours. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

Notices

a. ***To You***: We may provide any notice to you under these Terms of Use by sending a message to the email address you provide. It is your responsibility to keep your email address current.

b. ***To Us***: You may provide any notice to us under these Terms of Use by sending a message to bedsidetobusinessco@gmail.com

Notices sent by email will be effective upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email, or other written acknowledgment); provided that if such notice is not sent during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Amendments

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time and it is your responsibility to review these Terms of Use for any changes.

Such amendments are effective immediately upon us posting the revised Terms of Use to bedsidetobusiness.co and sending a message to the email address you provide in accordance with the procedure outlined in the Notices section herein.

No Assignment

These Terms of Use are not assignable, delegable, sublicensable, or otherwise transferable by you. Any assignment, delegation, sublicense, or transfer by you is null and void.

Waivers

No failure to exercise and no delay in exercising any right, remedy, or power under these Terms of Use shall operate as a waiver thereof.

Dispute Resolution and Jurisdiction

These Terms of Use shall be governed and construed according to the laws of the State of South Dakota without regard to conflict of laws principles. The nearest state and federal court to Sioux

Falls, SD shall have exclusive jurisdiction over any case or controversy arising from our products and/or courses.

By purchasing a Digital Product from Bedside to Business, LLC, you submit to the exclusive jurisdiction and venue of these courts and waive any defense of forum non conveniens.

In the event that Bedside to Business, LLC must make a claim for any breach of these Terms of Use by negotiation, litigation, mediation, or arbitration, we shall be entitled to recover attorney's fees and costs.

Severability

If any provision of these Terms of Use shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS OF USE, PLEASE CONTACT: bedsidetobusinessco@gmail.com