



Christina Giordano Consulting, LLC | Terms of Use
Last Updated: June 25, 2018

Acceptance of Terms of Service and Privacy Policy

In consideration for accessing and using www.christinagiordano.com (the “Site”) and the Site’s services, you accept and agree to be bound by the terms and provisions of these Terms of Use (“TOU”) and These terms apply to and govern your use of all webpages and content contained within the Site.

Modifications to Terms of Service and Privacy Policy

You understand that the terms of the TOU and Privacy Policy may change without notice and that you accept any such modifications with your continued use of the Site or Site services. Any such revision or change will be binding upon you after ten (10) days of posting of the updated TOU and/or Privacy Policy on the Site, or e-mail or other written notification to you, whichever comes first.

If you disagree with any modification to the TOU or Privacy Policy, you must notify Christina Giordano Consulting, (“CGC LLC”) in writing within the ten day (10) time period described above and immediately discontinue any Site services.

Adult Usage Only

This Site is intended for those who are of the age of majority and able to legally enter binding contracts without any right of rescission. Accordingly, in using this Site, you represent, warrant, and agree that you are at least eighteen (18) years or older.

Payment of Fees

CGC LLC may charge you for services in conjunction with using the Site, including but not limited to consulting fees. We may assess and collect from you fees, surcharges, or other supplemental payment requirement imposed on CGC LLC by any governmental, regulatory, or financial institution or entity. You may make payments to CGC LLC by various methods, which may include bank wire, electronic fund transfer, valid credit card, Paypal, Venmo, or check. CGC LLC reserves the right to expand or limit its payment options.

In conjunction with each payment you make to CGC LLC, or in which a third-party makes on your behalf, you warrant that the payment information is true and correct (e.g., valid Paypal account and credit card information). Further, you understand and agree that any declined payment may be lead to additional fees (e.g., returned check fees) and to the suspension or termination of your CGC LLC services. You also understand and agree that you are solely responsible to ensure prompt payment of

all fees to CGC LLC and that CGC LLC is under no obligation to retain, preserve or otherwise maintain your information, account, or services associated with your account if your account is in default.

Billing/Invoicing Policy

The following terms apply regardless of the method of payment:

1. You must pay for amounts due consistent with the billing terms provided on the Site or any invoice;
2. Late fees and/or interest will be charged on overdue balances.

Refund Policy

All fees paid to CGC LLC are non-refundable. No refunds will be provided to you if you cancel your services prior to the end of the services term. Further, you will not be entitled to a refund if we suspend or terminate your services for cause.

Renewal Policy

To the extent you have services provided from CGC LLC that are subject to renewal, you are solely responsible for ensuring that any such services are renewed. CGC LLC shall have no liability to you or to any third-party regarding the renewal or non-renewal of any services.

Similarly, if you have services you wish not to renew, you are responsible for terminating the services and/or informing CGC LLC that you do not wish to have the services automatically renewed. As noted above, you will not be entitled to a refund if you fail to disable the automatic renewal feature for any services.

Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal.

Late Fees/Interest

If you miss a payment or have an overdue account, you will be assessed a onetime late fee of \$10.00. You will also be charged twelve percent (12%) interest on your past due balance. The interest rate is calculated on a continuously compounded basis.

Secured Areas

Some portions of the Site may be restricted and require authorization for access. Unauthorized use of or access to these areas is prohibited. Actual or attempted unauthorized use of or access to such areas may result in criminal and/or civil prosecution. Attempts to access such areas without authorization may be viewed, monitored and recorded and any information obtained may be given to law enforcement organizations in connection with any investigation or prosecution of possible criminal activity on this system. If you are not an authorized user of such areas or do not consent to continued monitoring, you should not attempt to access such areas.

Accuracy of Information Provided by You

You agree that all information you provide CGC LLC is true, current, complete and accurate. You also agree that you will update your information as needed to keep it true, current, complete and

accurate. You hereby agree to notify us within five (5) business days of a change in any information you provided us. Such notices may be sent to:

Christina Giordano Consulting, LLC

345 North LaSalle Street, unit 3805

Chicago, IL 60654

christina@christinagiordano.com

Failure to provide such new information will constitute a material breach of the terms of this TOU and may lead to the suspension or termination of your account.

You warrant that you provided notice to, and obtained consent from, any third-party whose personal data you supply to CGC LLC. You further warrant that to the extent you provided personal data about a third-party to CGC LLC, you provided that third-party with notice about this Site's TOU and Privacy Policy. You agree to accept all liability and consequences resulting from your failure to provide notice or receive consent from such individuals or for your providing outdated, incomplete or inaccurate information.

Code of Conduct

You agree that your use of Site services is only for lawful purposes and is consistent with the terms, conditions, and policies set forth in the TOU and Privacy Policy. You agree to not use Site services or anything related to the services offered by CGC LLC for any unlawful or otherwise prohibited means, including but not limited to employment discrimination, harassment, unlawful images or adult content. Additional prohibited uses include:

1. Use the Site in any manner that could damage, disable, overburden, or impair any Site servers, or the network(s) connected to any Site server, or interfere with any other party's use and enjoyment of the Site;
2. Attempt to gain unauthorized access to any Site, other accounts, computer systems or networks connected to any Site server or to any of the website through hacking, password mining or any other means;
3. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site;
4. Use data mining, robots, screen scraping or similar data gathering and extraction tools on this site;
5. Use any metatags or any other "hidden text" utilizing CGC LLC's name, service or trademarks or trade dress without the express written consent of CGC LLC;
6. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
7. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
8. Upload, or otherwise make available files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;

9. Use any material or information, including images or photographs, which are made available through the website in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party;
10. Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
11. Harvest or otherwise collect information about others, including but not limited to e-mail addresses;
12. Use the site in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
13. Direct traffic, post links, advertise, or engage in any similar conduct related to other websites, companies, competitors, or services;
14. Use the Site, services or tools if you are not able to form legally binding contracts;
15. Any attempt to copy or mirror the information, data, content, or coding from the site without first obtaining express written permission from the Site administrator; and
16. Any attempt to reverse engineer or reconstruction any portion of the Site.

You agree to fully comply with any applicable laws and regulations. You further agree to cooperate in any governmental investigation regarding your use of Site services. You further agree to that to the extent you are using the Site for the purposes related to CGC LLC and that will adhere to all applicable State and Federal laws and regulations.

Knowledge of TOU and Privacy Policy

If you are using Site services in conjunction with any third-parties, including but not limited to prospective employees or job applicants, you agree to ensure such third-parties are aware of, and agree to, this TOU and Privacy Policy.

Breach of the Terms of Service and/or Privacy Policy

We reserve the right to cancel or terminate your use of Site services if, in our sole discretion, you breach, or we reasonably believe you breached the TOU or any other obligation to CGC LLC. Without limiting the forgoing, you agree that all of the following may be considered a material breach of your obligations under this TOU and Privacy Policy: (i) your failure to abide by any provision of the TOU or Privacy Policy; (ii) your failure to pay any amounts due to CGC LLC; (iii) your communication of inaccurate information to us, including your failure to promptly update your information; or (iv) your violation of CGC LLC's Code of Conduct.

If any of the following events occurs, we may provide you with a written notice describing the breach; however, you recognize, understand, and agree that CGC LLC is not obligated to send any such notice of default and may immediately suspend or terminate your account or services without notice. In the event a written notice of default is provided to you, you shall have no longer than ten (10) calendar days to cure your breach.

Use of Name

You consent to CGC LLC using your company's name and/or your first name and last initial in advertising and promotional materials related to Site services.

Your Authority

You agree that you are of legal age and authority to enter into and be bound by the terms of the TOU and Privacy Policy. Similarly, to the extent you are providing any information regarding a third-party, you represent and warrant that you have the authority to provide such information from the third-party to CGC LLC.

Maintenance/Site Down Time/Service Down Time

CGC LLC reserves the right to perform maintenance whenever it deems reasonably necessary. Maintenance is generally scheduled for off-peak hours, such as weekends and evenings. CGC LLC will attempt to communicate any expected prolonged system outage to Site users in advance of outage.

CGC LLC is not liable for any unforeseen or unexpected system outage due to unavailability of utilities or supplies, acts of god, natural disaster, labor strike or shortage, or any other condition that is reasonably outside of CGC LLC's control.

In the event that unforeseen circumstances arise, the services or goods that are advertised on the Site may be unavailable. If this occurs, CGC LLC will use commercially reasonable efforts to promptly provide you with such services, goods, and/or substitute services/good, in CGC LLC's sole discretion. If CGC LLC determines, in its sole discretion, that no substitute services/goods are reasonably available, CGC LLC will provide you with a prorata refund for the services/goods that are not provided.

Intellectual Property Rights

You agree that CGC LLC holds all right, title and interest to all services, its websites any information and technology used to provide the Site services. You acknowledge that no title or interest in such intellectual property rights is being, or has been, transferred to you. You further agree to make no claim of interest in any such services.

All content including but not limited to text, graphics, downloads and software included on this site is the property of CGC LLC or its licensors and protected by United States and international copyright laws. You agree that you shall not copy, record, duplicate, or otherwise attempt to reproduce any of the services or information provided to you from CGC LLC, including but not limited through tape or video recording.

You also grant CGC LLC a non-exclusive license to use, reference, post, identify, or otherwise utilize your intellectual property rights that you submit or provide to CGC LLC. Such information will be used solely by CGC LLC in conjunction with marketing the Site and its services.

DISCLAIMER OF WARRANTIES

CGC LLC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SITE SERVICES AND ANY RELATED SOFTWARE OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNLESS OTHERWISE PROVIDED IN WRITING AND SIGNED BY AN AUTHORIZED AGENT OF CGC LLC, CGC LLC DOES NOT WARRANT THAT SITE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT SITE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. CGC LLC DOES NOT WARRANT THE RESULTS THAT MAY BE OBTAINED

FROM THE USE OF SITE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE, OR THE QUALITY OR COMPLETENESS OF ANY SERVICES PROVIDED THROUGH THE SITE OR ITS USERS. EXCEPT AS EXPLICITLY WRITTEN IN A DOCUMENT SIGNED BY AN AUTHORIZED AGENT OF CGC LLC, CGC LLC PROVIDES NO WARRANTY REGARDING THE GOODS OR SERVICES PURCHASED OR OBTAINED FROM THE SITE, CGC LLC, OR ANY THIRD-PARTY ASSOCIATED OR AFFILIATED WITH CGC LLC.

CGC LLC DOES NOT WARRANTY OR GUARANTEE ANY OF ITS USERS COMPLIANCE WITH LAW, INCLUDING BUT NOT LIMITED TO EMPLOYMENT LAWS. USERS WHO USE THIS SITE IN CONJUNCTION WITH AN EMPLOYMENT APPLICATION DO SO AT THEIR OWN RISK. CGC LLC IS NOT RESPONSIBLE FOR THIRD-PARTIES' UNLAWFUL ACTIVITIES REGARDLESS OF WHETHER THE SITE'S SERVICES ARE INVOLVED.

THERE ARE NO GUARANTEES ABOUT THE RESULTS OF CONSULTING SESSIONS. YOU MAY NOT OBTAIN THE SAME OR SIMILAR RESULTS AS OTHER CLIENTS OR ANECDOTES SHARES. CLIENT IS SOLELY RESPONSIBLE FOR HIS/HER RESULTS, AND AGREES THAT CGC LLC IS NOT RESPONSIBLE FOR ANY INJURY, HARM, OR NEGATIVE OUTCOME THAT MAY RESULT FROM CONSULTING SESSIONS, SERVICES PROVIDED UNDER THIS SITE, GOODS SOLD FROM THE SITE, OR ANY OTHER GOOD, SERVICE OR THINGS RELATED TO THE SITE.

Assumption of Risk

When you access the Site, download or upload content on the Site, proceed to other websites linked to the Site, or interact with the Site in any manner, you do so at your own discretion and risk. In other words, you are solely responsible for any damage done to your computer, electronic device, or other property, including but not limited to the loss or corruption of data.

Customer Support

Without limiting the forgoing disclaimer of warranties or assumption of risk sections, CGC LLC provides email support for Site customers. Support can be reached by sending an email to: christina@christinagiordano.com. CGC LLC attempts to respond to customer inquiries within 48 hours.

Indemnification

As a user of this Site, you agree to release, indemnify, defend and hold harmless CGC LLC and all of its agents, affiliates, subsidiaries, licensors, and assigns from any and all claims, actions, proceedings or demands and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys' fees and expenses, made by any third-party or relating to or arising under violations of your TOU or the Privacy Policy, your submissions to the Site, the services provided by CGC LLC to you, your use of any services of the Site or provided CGC LLC, or your alleged violation of any rights of another. This indemnification provision shall not affect nor impair any person's right to lawfully pursue claims against other users of this Site for their alleged violations of the law. This indemnification obligation is in addition to any other rights or remedies CGC LLC may have in law or equity.

You agree that CGC LLC shall have the right to participate in the defense of any claim asserted against CGC LLC. You also agree that CGC LLC shall be entitled to retain a counsel of CGC LLC's

own choosing at your cost. You further agree to notify CGC LLC of your knowledge of any claim against CGC LLC. You agree to cooperate fully with CGC LLC during such proceedings.

Automatic Payments in the Event of Default

To the extent you provided payment information to CGC LLC, and sums are due and owing from you to CGC LLC, and you are in default of your obligations under this TOU, you authorize CGC LLC to deduct any sums due and owing from your payment source(s) so long as CGC LLC provided you with notice of your default and you failed to cure the default under the terms and conditions of this TOU.

Right to Refuse Service

CGC LLC, in its sole discretion and without any liability to it, reserves the right to refuse service to any person or entity.

Consent and Survival of Agreement

By using the services provided by CGC LLC under this TOU and Privacy Policy, you acknowledge that you have read and agree to be bound by all terms and conditions of this TOU and the Privacy Policy. You also agree to be bound by all amended terms and conditions of this TOU and the Privacy Policy. These terms of this TOU and Privacy Policy, and your obligations under these agreements, continue to apply to you even if you are no longer using the services.

Reports of Abuse

If you have any reason to believe that content on the Site violates any law, that any user of the Site is using Site services to violate the law, or that any User is violating the TOU or privacy policy, you may inform CGC LLC in writing about the facts and circumstances of the alleged abuse/violations by writing to:

Christina Giordano Consulting, LLC

345 North LaSalle Street, unit 3805

Chicago, IL 60654

christina@christinagiordano.com

CGC LLC may, but is not obligated, to conduct an investigation into the allegations. CGC LLC reserves the right to remove accounts, content, or postings that CGC LLC, in its sole discretion, believes is offensive, illegal, or otherwise inappropriate.

Retention of Records

You agree to comply with all applicable governmental laws, ordinances, rules, and regulations related to the retention of records. Under no circumstances CGC LLC be liable to you for your failure to retain necessary records, nor will CGC LLC's (non-)retention of records act to alleviate your duty under the law.

Termination of Services

Users who wish to terminate their services may contact CGC LLC at christina@christinagiordano.com or complete the cancellation form provided on the Site.

You acknowledge and agree that we may terminate or block your use Site services without prior notice for any reason, including, without limitation, if we believe you have engaged in conduct prohibited by this TOU or the Privacy Policy. You agree that upon termination or discontinuance for any reason, CGC LLC may delete all information related to you on the service and may bar your access to and use of Site services.

Notices and Communication

You authorize CGC LLC and its sponsors and affiliates to communicate with you to the full extent allowed by CGC LLC's Privacy Policy. Such communication may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to construction and remodeling. If you do not wish to receive bulk email solicitation notices or announcements from CGC LLC, please send us an email at christina@christinagiordano.com. To the extent you do not wish to receive communication from sponsors and affiliates, you should contact them directly.

Notices that you send to us must be delivered via first class mail to the following address:

Christina Giordano Consulting, LLC

345 North LaSalle Street, unit 3805

Chicago, IL 60654

You may also send us notices to CGC LLC so long as you place "LEGAL NOTICE" in the subject line of the email.

You authorize us to send any notices to you based on the information you provide us. We are not responsible if you fail to keep your contact information up to date.

Choice of Law, Jurisdiction and Venue

All purchases from CGC LLC are deemed made within the State of Illinois.

The terms and conditions of this TOU and the Privacy Policy shall be interpreted and construed in accordance with the laws of the State of Illinois, without giving any effect to any choice of law provisions thereof that would cause the application of the laws of any other jurisdiction, as if the Agreement was a contract wholly entered into and wholly performed within Wisconsin.

You agree that any claim, dispute, action or litigation based hereon, relating to or arising out of this TOU, the Privacy Policy, or related to Site services provided by CGC LLC to you shall be brought and maintained exclusively in the state or Federal courts located in Cook County, Illinois. Similarly, you agree and irrevocably submit to the jurisdiction of the State or Federal courts located in Cook County, Illinois for the purpose of any such litigation as set forth above. You expressly waive any objection of venue and jurisdiction, including but not limited to arguments that such litigation has been brought in an inconvenient forum.

Exclusive Remedy and Damages Cap

You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any claim you assert against CGC LLC related to the Site, this TOU, the Privacy Policy, or procurement of other services, is limited solely to the amount you paid for such services or \$1,000, whichever is less. IN NO EVENT SHALL ANY CGC LLC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ANY PECUNIARY LOSS RELATED TO THE COST OF PROCURMENT OF SUBSTITUTE SERVICES, LOST EARNINGS, WAGES, BACK WAGES, FUTURE WAGES, OR STATUTORY PENALTIES RELATED TO EMPLOYMENT MATTERS) ARISING OUT OF OR RELATING TO THE USE OF THIS SITE, INABILITY TO USE THE SITE, OR ANY OTHER HARM YOU CLAIM IN WHICH CGC LLC MAY BE RESPONSIBLE.

Time Limitations For Action

Unless prohibited by law, you agree that any cause of action arising out of or related to the services provided to you by CGC LLC must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Waiver of Jury Trial

EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS TOU, THE PRIVACY POLICY, OR RELATED TO SITE SERVICES. SUCH WAIVER ALSO APPLIES TO THE DETERMINATION OF ANY AWARD OF ATTORNEYS' FEES.

No Third Party Beneficiaries

Except as expressly provided herein, nothing in this TOU is intended to confer upon any third-party any rights, remedies, obligations, or liabilities.

Restriction of Assignment

You may not assign any of your rights or delegate any of your duties under this TOU without the prior written consent from CGC LLC. Any attempt by your creditors or another third-party to obtain an interest in your rights under this TOU Policy is voidable at CGC LLC's option.

Successors and Assigns

Except as otherwise expressly provided herein, this TOU shall bind and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties hereto.

Non-Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this TOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No failure or delay by CGC LLC in exercising any right, power or privilege hereunder shall operate as a waiver. Similarly, CGC LLC's election to not assert its rights under this TOU shall not preclude CGC LLC from asserting its rights in the future.

Severability of Terms

If any provision of this TOU or Privacy Policy is held illegal, unenforceable, or invalid by any court or an arbitrator of competent jurisdiction, the remaining provisions shall be unaffected. If any provision in this TOU, which is held illegal, unenforceable, or invalid would be legal, enforceable, or valid if the provision was more narrowly drawn, the offending provision shall be interpreted so as to give maximum effect to the originally drafted provision.

Attorneys' Fees

If CGC LLC prevails in any action, suit, or proceeding arising from or based upon this TOU, CGC LLC shall be entitled to recover its reasonable attorneys' fees in connection therewith in addition to court costs and other fees and disbursement incurred in such action, suit, or proceeding.

Headings

The headings in this TOU are for convenience only. The heading of any section shall not affect the interpretation of any provision of the rights or obligations of the parties.

California Residents Only. In accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Legal Advice

CGC LLC DOES NOT OFFER LEGAL ADVICE OR SERVICES TO USERS. USERS OF THE SITE SERVICES ARE ENCOURAGED TO OBTAIN THEIR OWN COUNSEL REGARDING THEIR RIGHTS AND RESPONSIBILITIES UNDER THIS TOU AND ANY AGREEMENT ENTERED INTO WITH ANY THIRD-PARTY. FURTHER, CGC LLC DOES NOT PROVIDE ANY LEGAL ADVICE OR WARRANTIES REGARDING THE LEGALITY OF THE TERMS AND CONDITIONS CONTAINED WITHIN AGREEMENTS BETWEEN USERS OF THIS SITE.

Christina Giordano Consulting, LLC

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Chicago, IL 60654

christina@christinagiordano.com