

TERMS AND CONDITIONS POLICY

1. INTRODUCTION

1.1 Scope and Purpose

This Terms and Conditions Policy (hereinafter referred to as the "Policy") governs the use of the website "The Swingers Next Door" (hereinafter referred to as the "Website"), owned and operated by **Wayne & Cheri Howard** (hereinafter referred to as the "Company," "we," "us," or "our"). By accessing, using, or registering with this Website, you agree to comply with and be bound by the terms set forth herein. If you do not agree with these terms, you are prohibited from accessing the Website or using its services.

1.2 Amendments and Modifications

The Company reserves the right to amend, modify, or update this Policy at any time without prior notice. Changes to the Policy will take effect immediately upon being posted on the Website. Users are encouraged to review this Policy regularly to stay informed of any updates or modifications. Continued use of the Website constitutes acceptance of any revised terms.

1.3 Governing Law

This Policy shall be governed by and construed in accordance with the laws of the United States and the specific jurisdiction in which the Company operates. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

2. USER REGISTRATION AND ACCOUNT

2.1 Eligibility

To register and create an account on the Website, you must be at least 18 years of age or the age of majority in your jurisdiction of residence. By registering, you confirm that you meet these eligibility requirements and that the information you provide is accurate, complete, and current.

2.2 Account Creation

Users are required to create an account to access certain features, products, or services offered on the Website. During the registration process, you will be required to provide personal information, including but not limited to your name, email address, and payment details, if

applicable. You are solely responsible for maintaining the confidentiality of your account credentials, including your username and password.

2.3 Account Responsibility

You agree to take full responsibility for all activities that occur under your account. The Company is not liable for any unauthorized access to or use of your account. If you suspect any unauthorized use or breach of security, you must notify us immediately at [Contact Information].

2.4 Account Suspension or Termination

The Company reserves the right to suspend or terminate accounts without prior notice if, in our sole discretion, you violate any provisions of this Policy, engage in fraudulent or unlawful activities, or misuse the Website. Users whose accounts are terminated may be prohibited from re-registering or accessing the Website in the future.

3. PRODUCTS AND SERVICES

3.1 Scope of Products and Services

The Website provides self-help relationship advice, resources, and other related services designed to help individuals and couples strengthen their interpersonal bonds. Products may include, but are not limited to, e-books, online courses, video tutorials, and one-on-one coaching sessions.

3.2 Non-Professional Advice Disclaimer

The products and services offered on this Website are intended for informational and educational purposes only. They are not a substitute for professional advice, diagnosis, or treatment. Users are encouraged to consult a licensed counselor, therapist, or other qualified professionals for specific guidance regarding their relationship issues.

3.3 Availability

The availability of products and services may vary based on user location, legal restrictions, or technical limitations. The Company makes no guarantees regarding the availability or uninterrupted access to its offerings and reserves the right to modify or discontinue any product or service at any time.

3.4 Third-Party Affiliations

Some products or services may include links to third-party websites or involve collaboration with third-party providers. The Company does not endorse or assume responsibility for the content, accuracy, or practices of any third-party platforms.

3.5 User Responsibilities

By purchasing or accessing any product or service, you agree to use it in compliance with applicable laws and for lawful purposes only. You shall not reproduce, distribute, or share any purchased content with unauthorized individuals or platforms.

4. ORDERING PROCESS

4.1 Placing an Order

To purchase any product or service offered on the Website, users must follow the outlined ordering process, which includes selecting the desired product or service, providing accurate billing and shipping information, and confirming payment details. By placing an order, you represent and warrant that all information provided is truthful, accurate, and complete.

4.2 Order Acceptance and Confirmation

All orders are subject to acceptance by the Company. Upon receiving your order, the Company will send a confirmation email to the email address provided during checkout. This email serves as an acknowledgment of receipt of your order and does not constitute acceptance. The Company reserves the right to refuse or cancel any order at its sole discretion, including but not limited to situations where there are errors in pricing, product availability, or fraudulent activity.

4.3 Modifications or Cancellations by the Company

The Company reserves the right to modify or cancel orders if there are issues with payment processing, inaccuracies in product descriptions, or other factors beyond the Company's control. In such cases, the user will be promptly notified, and any payments made will be refunded.

4.4 Customer Order Changes

Users may request changes to their orders by contacting the Company at [Contact Information] within a specified timeframe as detailed on the Website. The Company will make reasonable efforts to accommodate such requests but does not guarantee that changes can be made once the order is processed.

4.5 Fraud Prevention

To ensure the security of transactions, the Company reserves the right to implement fraud prevention measures, including but not limited to verifying payment details, requesting additional documentation, and delaying the processing of orders suspected of fraudulent activity.

5. PRICES AND PAYMENT

5.1 Pricing

All prices displayed on the Website are in U.S. dollars unless otherwise specified. Prices are subject to change without prior notice, and the Company reserves the right to adjust prices due to changes in market conditions, promotional offers, or errors in displayed pricing. The price applicable to your order will be the price in effect at the time of purchase.

5.2 Taxes and Additional Charges

Prices listed on the Website do not include applicable taxes, duties, or additional fees unless expressly stated. Users are responsible for paying any such charges as required by law in their jurisdiction. Taxes and additional charges will be calculated and displayed during the checkout process.

5.3 Payment Methods

The Website accepts various payment methods, including credit cards, debit cards, digital payment systems, and other methods as specified on the Website. By providing payment information, you represent and warrant that you are authorized to use the selected payment method and that sufficient funds are available to complete the transaction.

5.4 Payment Security

The Company employs secure encryption and payment processing systems to safeguard users' financial information. However, the Company is not responsible for unauthorized access or breaches that occur outside its control.

5.5 Failed Transactions

In the event of a failed payment, users are encouraged to verify their payment information and contact their financial institution if necessary. The Company reserves the right to cancel orders associated with unresolved payment issues.

6. SHIPPING AND DELIVERY

6.1 Shipping Methods and Locations

The Company offers shipping services to locations specified on the Website. Shipping methods, estimated delivery times, and associated fees are outlined during the checkout process. Delivery times are estimates and are not guaranteed, as delays may occur due to unforeseen circumstances such as weather, carrier delays, or customs processing.

6.2 Delivery Address Accuracy

It is the user's responsibility to provide a complete and accurate shipping address at the time of purchase. The Company is not liable for delays, losses, or additional charges resulting from incorrect or incomplete shipping information.

6.3 Processing Times

Orders are typically processed within the timeframe specified on the Website. Processing times do not include weekends, public holidays, or shipping transit times. Users will be notified of any significant delays in processing.

6.4 Risk of Loss

Once an order is handed over to the designated shipping carrier, the risk of loss or damage transfers to the user. The Company is not responsible for items lost or damaged during transit. Users are encouraged to purchase shipping insurance, if available, at their discretion.

6.5 International Shipping

For orders shipped outside the United States, users are responsible for any customs duties, taxes, or import fees imposed by their local government. Delays due to customs inspections are beyond the Company's control.

6.6 Shipping Disputes

In the event of a shipping issue, such as a lost or delayed package, users must contact the Company within the time frame specified on the Website. The Company will make reasonable efforts to assist in resolving such disputes but is not obligated to replace or refund items if the issue is determined to be outside its control.

7. RETURNS AND REFUNDS

7.1 Eligibility for Returns

The Company is committed to customer satisfaction and offers a return policy for eligible products as outlined herein. To qualify for a return, the product must be unused, in its original condition, and accompanied by proof of purchase. Digital products, such as e-books and online courses, are generally non-refundable unless explicitly stated otherwise.

7.2 Return Process

To initiate a return, users must contact the Company at our Contact page within 14 days of receiving the product. The user must provide the order number, a description of the issue, and any supporting evidence, such as photographs. Upon approval of the return request, the Company will provide instructions for returning the product, including the return address.

7.3 Return Shipping Costs

Unless the return is due to an error on the part of the Company (e.g., incorrect or defective product), the user is responsible for return shipping costs. The Company recommends using a trackable shipping method for returns, as it is not liable for lost or undelivered returns.

7.4 Refund Eligibility and Processing

Refunds will be issued only after the returned product is received and inspected by the Company. If the product meets the return eligibility criteria, a refund will be processed using the original payment method within [specified timeframe, e.g., 7–10 business days]. Certain fees, such as shipping or handling charges, may be non-refundable.

7.5 Exceptions to Returns and Refunds

The following items are not eligible for returns or refunds:

- Digital products (unless otherwise specified)
- Customized or personalized items
- Products purchased during final sale or clearance promotions

7.6 Disputes Regarding Refunds

In case of disputes regarding refunds, users must contact the Company within [specified timeframe] of receiving the refund decision. The Company will make reasonable efforts to resolve disputes in good faith.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Ownership of Intellectual Property

All content, materials, and intellectual property displayed on or available through the Website, including but not limited to text, graphics, logos, images, videos, software, and trademarks, are owned by the Company or its licensors and are protected by applicable intellectual property laws, including copyright, trademark, and patent laws.

8.2 Prohibited Use

Users are strictly prohibited from copying, reproducing, distributing, modifying, displaying, performing, publishing, or creating derivative works from the Website's content without the prior written consent of the Company. Unauthorized use of the Company's intellectual property may result in legal action.

8.3 User Contributions

Any content, feedback, or suggestions submitted by users to the Company, whether through the Website, email, or other means, becomes the sole property of the Company upon submission. By providing such contributions, users grant the Company an irrevocable, worldwide, royalty-free license to use, reproduce, distribute, and display the content for any purpose.

8.4 Third-Party Intellectual Property

The Website may contain intellectual property owned by third parties, including trademarks and copyrighted materials. Use of such third-party intellectual property is subject to the terms and conditions imposed by the respective owner. The Company disclaims all liability for user misuse of third-party intellectual property.

8.5 Reporting Violations

If users believe that their intellectual property rights have been infringed upon by content on the Website, they are encouraged to contact the Company at [Contact Information]. The Company will investigate and take appropriate action, including removal of infringing content if necessary.

9. PRIVACY AND DATA PROTECTION

9.1 Data Collection and Use

The Company collects personal data from users to provide and enhance its services. This data

may include, but is not limited to, names, email addresses, payment information, and browsing behavior. By using the Website, users consent to the collection, use, and storage of their data as described in the Privacy Policy.

9.2 User Rights

Users have the right to access, modify, or request the deletion of their personal data held by the Company. Requests for data access or deletion must be submitted to [Contact Information], and the Company will respond within the timeframe required by applicable laws.

9.3 Data Security

The Company employs industry-standard security measures to protect user data from unauthorized access, misuse, or disclosure. However, no system is completely secure, and the Company cannot guarantee absolute protection of user data. Users are encouraged to take their own precautions, such as using strong passwords and monitoring account activity.

9.4 Third-Party Data Sharing

The Company does not sell, trade, or rent user data to third parties. However, data may be shared with third-party service providers or partners to facilitate payment processing, shipping, and other operational needs. Such third parties are required to protect user data in accordance with this Policy and applicable laws.

9.5 Cookies and Tracking Technologies

The Website uses cookies and similar technologies to enhance user experience and analyze site usage. Users may disable cookies through their browser settings, but doing so may limit certain functionalities of the Website.

9.6 Children's Privacy

The Website is not intended for individuals under the age of 13. The Company does not knowingly collect personal data from children. If the Company becomes aware that data from a child has been collected, it will take immediate steps to delete such data.

9.7 Privacy Policy Updates

The Company reserves the right to update its Privacy Policy at any time. Users will be notified of significant changes via email or prominent notices on the Website. Continued use of the Website constitutes acceptance of the revised Privacy Policy.

10. DISPUTE RESOLUTION

10.1 Governing Law and Jurisdiction

This Policy and any disputes arising from or related to it, including the use of the Website and services, shall be governed by and construed in accordance with the laws of the United States and the state in which the Company is headquartered, without regard to its conflict of law principles. Any legal action or proceeding shall be brought exclusively in the courts of that jurisdiction.

10.2 Mandatory Arbitration

To expedite resolution and reduce the cost of any dispute, controversy, or claim related to this Policy or the Website (collectively, "Dispute"), you and the Company agree to resolve any such Dispute through binding arbitration under the rules of the American Arbitration Association ("AAA"). The arbitration shall take place in the state where the Company is headquartered, and the arbitrator's decision shall be binding and enforceable in any court of competent jurisdiction.

10.3 Class Action Waiver

Users agree to waive any right to participate in class actions or collective lawsuits. All Disputes must be brought on an individual basis, and neither party may consolidate claims with those of others or bring any claim as a representative or member of a class.

10.4 Exceptions to Arbitration

Notwithstanding the above, either party may seek injunctive or equitable relief in a court of competent jurisdiction for matters relating to intellectual property rights, unauthorized use of the Website, or other issues requiring immediate legal intervention.

10.5 Arbitration Fees and Costs

The parties shall share the costs of arbitration equally unless otherwise provided by applicable law or the arbitrator's decision. Each party is responsible for its own legal fees, unless the arbitrator determines otherwise.

11. TERMINATION OF ACCOUNTS OR SERVICES

11.1 Termination by the Company

The Company reserves the right to terminate or suspend any user's account, access to the

Website, or services at any time, with or without cause, and with or without notice. Reasons for termination may include, but are not limited to:

- Breach of this Policy
- Engaging in fraudulent or illegal activities
- Misuse or abuse of the Website or its services
- Violating applicable laws or regulations

11.2 Termination by the User

Users may terminate their accounts or cease using the Website at any time by notifying the Company in writing at [Contact Information]. Upon termination, users remain liable for any outstanding obligations, including unpaid fees or charges.

11.3 Effect of Termination

Upon termination of a user's account, the user's access to purchased products or services may be revoked. The Company is not liable for any loss of data, content, or access resulting from termination.

11.4 Surviving Provisions

Certain provisions of this Policy shall survive termination, including but not limited to sections related to intellectual property, dispute resolution, limitation of liability, and indemnification.

12. ELECTRONIC COMMUNICATIONS

12.1 Consent to Electronic Communications

By using the Website or communicating with the Company electronically, you consent to receive communications from the Company electronically, including but not limited to emails, notices, agreements, and disclosures. Such communications satisfy any legal requirement that such communications be in writing.

12.2 Delivery of Communications

Electronic communications shall be deemed delivered when sent to the email address provided by the user during registration or through other means of contact specified by the user. The

Company is not responsible for issues related to undelivered communications due to incorrect contact information or technical failures.

12.3 Opting Out of Communications

Users may opt out of receiving promotional or marketing communications by following the opt-out instructions provided in such communications. However, users acknowledge that opting out may limit their ability to receive important updates related to the use of the Website or purchased services.

12.4 Retention of Records

The Company reserves the right to retain electronic records of communications with users as required by applicable law or for business purposes. Users agree that such records are admissible as evidence in legal or regulatory proceedings to the same extent as original documents.

13. LICENSE AND SITE ACCESS

13.1 Grant of Limited License

The Company grants users a limited, non-exclusive, non-transferable, and revocable license to access and make personal use of the Website and its content. This license does not include any resale or commercial use of the Website or its content, nor does it allow for the use of any data mining, robots, or similar data-gathering and extraction tools.

13.2 Prohibited Activities

Users are expressly prohibited from:

- Reproducing, duplicating, copying, selling, or otherwise exploiting the Website or its content for any commercial purpose without the prior written consent of the Company.
- Modifying, reverse-engineering, or attempting to derive the source code of the Website.
- Interfering with or disrupting the operation of the Website, including by transmitting any malware, viruses, or harmful code.
- Engaging in any activity that imposes an unreasonable or disproportionately large load on the Website's infrastructure.

13.3 Revocation of License

The Company reserves the right to revoke the license granted under this section at any time for any reason, including but not limited to user violations of this Policy. Upon termination of the license, users must cease all use of the Website and destroy any downloaded or printed materials obtained from it.

13.4 Ownership of Content

All rights, title, and interest in and to the Website, including its content, design, features, and functionality, are and shall remain the exclusive property of the Company or its licensors. Nothing in this Policy transfers ownership of intellectual property rights to the user.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

14.1 Website and Services Provided "As Is"

The Website, its content, and services are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied. The Company disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and availability.

14.2 No Guarantee of Results

The Company does not guarantee specific results or outcomes from the use of the Website or its services. The advice and resources provided are for informational purposes only and should not be construed as professional advice or counseling.

14.3 Limitation of Liability

To the fullest extent permitted by law, the Company, its officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to the use of the Website, its content, or services, even if the Company has been advised of the possibility of such damages.

14.4 Third-Party Services and Links

The Website may contain links to third-party websites or services that are not owned or controlled by the Company. The Company is not responsible for the content, privacy practices, or reliability of such third-party platforms and disclaims all liability for their use.

14.5 Limitation of Liability for Digital Products

For digital products purchased through the Website, the Company's liability is limited to the amount paid by the user for the product. The Company shall not be liable for any issues arising from the user's inability to access or use digital products due to technical or other factors outside the Company's control.

15. MISCELLANEOUS

15.1 Entire Agreement

This Policy constitutes the entire agreement between the user and the Company concerning the subject matter herein and supersedes all prior agreements, representations, and understandings, whether written or oral.

15.2 Severability

If any provision of this Policy is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

15.3 Waiver

The failure of the Company to enforce any right or provision under this Policy shall not constitute a waiver of such right or provision. Any waiver of a right or provision must be made in writing and signed by an authorized representative of the Company.

15.4 Force Majeure

The Company shall not be held liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, governmental actions, labor strikes, or technical failures.

15.5 Assignment

Users may not assign or transfer their rights or obligations under this Policy without the prior written consent of the Company. The Company may assign or transfer its rights and obligations without restriction.

15.6 Contact Information

For any questions, concerns, or notices under this Policy, users may contact the Company at our contact page.

