

## **TERMS AND CONDITIONS OF USE**

Terms and Conditions of Use for **The Calliope Word Market, LLC**.

Last Updated on **November 24, 2021**.

**NOTICE:** These Terms and Conditions of Use are legally binding. It is Your responsibility to read these Terms and Conditions of Use carefully prior to purchase, use, or access of any of Our products, including online courses.

### **GENERAL PROVISIONS**

This website is owned and operated by **The Calliope Word Market, LLC**, a **Tennessee** company. Our principal place of business is located at **415 Avery Way #11109, Knoxville, TN 37922**.

You must be at least sixteen years of age to use Our website. Use of this website is at Your own risk. We host Our site on a reputable platform and take reasonable efforts to maintain and host the site. However, We make no explicit representations or warranties as to the safety of Your individual use of the website. The Terms and Conditions contained on this page are subject to change at any time.

### **INTELLECTUAL PROPERTY NOTICE**

All images, text, designs, graphics, trademarks, and service marks are owned by and property of **The Calliope Word Market, LLC**, or the properly attributed party. It is a violation of federal law to use any of Our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should We choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

You may NOT use Our intellectual property in any way, which includes republishing any text, image, design, or other property on another website, or posting a quote or image from Our site to any third-party website including social media. We have spent a great deal of time and money building the intellectual property located on this site and in order to maintain the integrity of it, We cannot allow any third party use.

### **SECURITY AND ASSUMPTION OF RISK**

#### **SECURITY**

It is Your responsibility to secure Your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of Use. We do not store any whole credit card numbers or payment information, and instead, these are processed through third-party processors such as Stripe, Paypal, or Truist Merchant Services. By utilizing these

payment processors to gain access to the Offering, You indemnify Us and instead assume any and all risk or liability for the security of the payment details, and agree to be bound by the third-party payment processor's applicable terms and conditions of use.

## **CONFIDENTIALITY**

You have no right to confidentiality unless otherwise explicitly stated, such as in a subsequent client agreement, or otherwise implicitly agreed upon as mandated by law or fiduciary duty.

## **ASSUMPTION OF RISK**

By accessing Our Offering and/or related materials, whether paid or unpaid, You assume all the risk of Your access and any subsequent actions You choose to take as a result of the influence, information, or educational materials provided to You.

## **YOUR COMMUNICATIONS**

Any communications made through Our 'contact', blog, blog comments, newsletter sign up, or other related pages, or directly to Our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on Our website, servers, comments, emails, or other media as allowed by the **United States of America** law, and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how We store and use Your communications or any data provided by You in those communications, please refer to Our Privacy Policy on this page.

We maintain a right to republish any submission in whole or in part as reasonably necessary in the course of Our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent, or otherwise harmful or inappropriate.

## **DISCLAIMERS**

Our website and related materials are provided for educational and informational use only. You agree to indemnify and hold harmless Our website and company for any direct or indirect loss or conduct incurred as a result of Your use of Our website and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

While We may reference certain results, outcomes or situations on this website, You understand and acknowledge that We make no guarantee as to the accuracy of third-party statements contained herein or the likelihood of success for You as a result of these statements or any other statements anywhere on this website. If You have medical, legal, or financial questions,

You should consult a medical professional, lawyer, or CPA and/or CFP respectively. We expressly disclaim any and all responsibility for any actions or omissions You choose to make as a result of using this website, related materials, products, courses, or the materials contained herein.

This website is updated on a regular basis and while We try to make accurate statements in a timely and effective manner, We cannot guarantee that all materials and related media contained herein are entirely accurate, complete, or up to date. You expressly acknowledge and understand that any information or knowledge You gain as a result of using this website is used at Your own risk. If You should see any errors or omissions and would like to let Us know, please email Us at [mark@calliopewordmarket.com](mailto:mark@calliopewordmarket.com).

### **THIRD PARTY DISCLAIMER**

You acknowledge and agree that We are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including You.

### **WARRANTIES DISCLAIMER**

WE MAKE NO WARRANTIES AS TO OUR PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS. YOU AGREE THAT PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR PROGRAM, PRODUCT, OR SERVICES MATERIALS, OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE.

### **INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF CLAIMS**

#### **AFFILIATES**

This site may use affiliate links to sell certain products or services. We disclaim any and all liability as a result of Your purchase through one of these links. We will use reasonable efforts to notify You when and where We have placed affiliate links in addition to this disclaimer located in

these Terms and Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

## **TERMINATION**

If at any time We feel You have violated these Terms and Conditions, then We shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Our sole discretion to allow any user's access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

## **ENTIRE AGREEMENT**

Before You register with Our website or make any purchases therefrom, You will be asked to consent to Our Privacy Policy. If You have consented, or once You do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

## **LAW AND JURISDICTION**

These Terms and Conditions of Use and Privacy Policy are governed by and construed in accordance with United States of America law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of **Tennessee, United States of America**.

## **CONSENT**

By using Our website, You hereby consent to Our Terms and Conditions of Use and Privacy Policy.

If You require any more information or have any questions about Our Terms and Conditions of Use, or Our Privacy Policy, please feel free to contact Us by email at **mark@calliopewordmarket.com**

## **ALL RIGHTS RESERVED**

All rights not expressly granted in these Terms and Conditions of Use and Privacy Policy or any express written here, are reserved by Company.

## **SEVERABILITY**

If any part of these Terms and Conditions of Use and Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

## CONTACT INFORMATION

Email: [mark@calliopewordmarket.com](mailto:mark@calliopewordmarket.com)

## **BRAND COLLABORATION AGREEMENT**

Collaboration begins on **the date that advertiser submits work to calliopewordmarket.com** and ends on **the date that Advertiser chooses or at such time that Advertiser fails to make subscription payment on agreed to date.**

### **Parties:**

**The Calliope Word Market, LLC**  
**326 Kendall Hunt St, Knoxville, TN 37934**  
**<https://mail.yahoo.com/d/folders/1mark@calliopewordmarket.com>**  
Known as "Influencer"

And

**Writer, Illustrator, or Voice Professional**  
Known as "Advertiser"

Collectively, all of the above people or businesses entering into this Agreement will be referred to as the "Parties."

## **PURPOSE OF THE AGREEMENT**

Advertiser wishes to hire Influencer to provide services relating to Advertiser's proprietary work as detailed in this Agreement. Influencer has agreed to provide such services according to the terms of this Agreement.

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## **TERMS**

**Campaign:** This Agreement is for Advertiser's **proprietary work to be displayed on calliopewordmarket.com**. This campaign begins on date that Advertiser submits work and begins subscription payment and ends on **date that Advertiser chooses or at such time that Advertiser fails to make subscription payment on agreed to date**. The following are essential dates in order for Influencer to complete Services described in the next section on time:

- **Campaign begins after Advertiser submits proprietary work, agrees to the Privacy Statement, Terms & Conditions, Brand Collaboration Agreement, and makes initial subscription payment.**

- **Campaign ends when Advertiser notifies Influencer that they elect to end the campaign, or when they fail to renew their subscription.**

**Services:** Influencer shall provide Advertiser with the following services on a **Monthly** basis (known as “Services” in this Agreement):

- **Up to three changes to their submitted work for each submission per month.**

Influencer shall provide Advertiser with the following additional services on an ‘as needed’ basis at the discretion of the Influencer:

- **Temporary suspension of displaying the Advertiser’s works at the behest of the Advertiser. Such suspensions do not preclude Advertiser’s monthly subscription fees.**

### **COST, FEES AND PAYMENT**

**Cost:** The total cost of all Services Influencer agrees to provide to Advertiser is **\$5.00** on a **Monthly** basis (the “Total Cost”). Total Cost is inclusive of Influencer’s Services.

Advertiser shall pay the Total Cost to Influencer as follows:

**\$5.00 per month** due by **the first day of each month.**

**Influencer does not prorate fees regardless of the date Advertiser expresses the desire to end the contract.**

**Fees:** Influencer charges a flat rate subscription of \$5.00 per month.

**Late Fees:** There are no late fees. There will be a 15 day grace period from the end of the contract until the contract effectively ends. Accounts that have not been paid within 15 days of the due date each month will end the contract. If the contract should end because of failure to pay by the end of the grace period, Advertiser must create a new contract to resume representation.

**Confidentiality:** Parties will treat and hold all information of or relating to this Agreement, the Services provided, and the Parties’ businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, Parties will return all such information, including account access information, and any and all copies to the original Party and will remain bound to the Confidentiality provision of this Agreement. Confidential information (known as “Confidential Information” in this Agreement) means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and

information, client acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of this Agreement.

**Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form to any parties outside of this Agreement.**

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of receiving Party; is rightfully received from a third-party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third-party by, or with the authorization of the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or confidential information.

## **INTELLECTUAL PROPERTY**

**Copyright of Influencer:** Influencer retains the ownership of its copyright in any and all works created pursuant to federal copyright law (Chapter 17, Section 201-02, of the United States Code). Any and all work produced in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Influencer. Influencer grants to Advertiser a nontransferable, nonexclusive, royalty-free license of designs produced with and for Advertiser for the specific purpose(s) of:

- **Promoting Advertiser's proprietary work by creating a page to display said work.**
- **Making Advertiser's proprietary work viewable on the world wide web.**

Any unauthorized use of the works, such as using the works for other purposes than those specified in this Agreement, will result in additional fees and/or royalty payments to Influencer, or ending the contract immediately at the Influencers discretion. Parties own their respective trademarks and intellectual property used in the normal and separate course of their business and agree not to infringe upon or otherwise use each other's respective intellectual property except for in the course of providing Advertiser with its Services.

**Copyright of Advertiser:** Any and all work submitted by the Advertiser remains their intellectual property to include their submitted material (written works, images, and audio files). Influencer retains the right to use submitted material as samples of services for marketing or Influencer's other business development needs.



**Trademark Ownership:** Any and all trademarks, whether registered or unregistered, remain the property of the contributing Party.

**Style Release:** Advertiser has spent a satisfactory amount of time reviewing Influencer's work and has a reasonable expectation that Influencer's Services will produce a reasonably similar outcome and result for Advertiser. Influencer will use reasonable efforts to ensure Advertiser's Services are carried out in a style and manner consistent with Influencer's current portfolio and services, and Influencer will try to incorporate any suggestions Advertiser makes. However, Advertiser understands and agrees that:

- Every Advertiser and final delivery is based on submitted material from Advertiser to Influencer.
- Influencer will use personal judgment to create favorable results for Advertiser, which may not include strict adherence to Advertiser's suggestions.
- Dissatisfaction with Influencer's independent judgment or individual management style are not valid reasons for termination of this Agreement or request of any monies returned.

**Limit of Liability:** Advertiser agrees that the maximum amount of damages s/he is entitled to in any claim of or relating to this Agreement or Services provided in this Agreement are not to exceed Influencer's Total Cost of Services as set forth in this Agreement.

**Indemnification:** Advertiser agrees to indemnify and hold harmless Influencer and its employees, agents, and independent contractors for any injury, property damage, liability, claim, or other cause of action arising out of or related to Services provided in this Agreement.

**Advertiser Responsibilities:** Advertiser agrees that the accuracy of information supplied to Influencer is the sole responsibility of Advertiser, and that Influencer is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information provided by Advertiser. Advertiser assumes full responsibility for final deliverable(s) provided, final proofing and accuracy. By entering into this agreement, **Advertiser acknowledges that any work submitted must be proprietary and not materials obtained by plagiarism. Advertiser agrees that they assume all responsibility of any material found to be from plagiarism.**

**Assumption of Risk:** Advertiser and related parties/participants expressly assume any risk of Services and related activities as described in this Agreement.

**Non-disparagement:** The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

### **CANCELLATIONS OR RESCHEDULING**

**Advertiser Desires to Cancel or Reschedule:** If the Advertiser desires to cancel Services of Influencer for any reason at any time, then Advertiser shall provide at least **7 Days** Notice to Influencer in order to cancel this contract. Providing Notice will not relieve Advertiser of any currently outstanding payment obligations. Influencer will not be obligated to refund any portion of monies Advertiser has previously paid to Influencer. Influencer has no obligation to attempt to re-book further Services to make up for Advertiser's cancellation or rescheduling.

**Influencer Desires to Cancel or Reschedule:** In the event Influencer cannot or will not perform his/her obligations in any or all parts of this Agreement, Influencer (or a responsible party) will immediately give Notice to Advertiser, and at the Influencer's discretion, either attempt to find a reasonable substitute to fulfill the terms of this Agreement or issue a refund or credit based on a reasonably accurate percentage of Services rendered. In the case of a refund where, at the discretion of the Influencer, no reasonable substitute is found, Influencer shall excuse Advertiser of further performance obligations in this Agreement.

**Force Majeure:** Either Party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either Party that materially affects the performance of Services, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms, or infestation), or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of either Party such as a riot, disorder, nuclear leak or explosion, or act of terrorism.

## **GENERAL PROVISIONS**

**Governing Law:** The laws of **The State of Tennessee** govern all matters arising under or relating to this Agreement, including torts.

**Notice:** Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via email provided during Advertiser's registration. Influencer's contact information is as follows:

**Email:**

- Influencer's Email: **mark@calliopewordmarket.com**

**Severability:** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each Party remain legal and enforceable.

**Merger:** This Agreement constitutes the final, exclusive agreement between the Parties on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendments:** The Parties may amend this Agreement only by the Parties' written agreement with proper Notice.

**Assignment:** Neither Party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided in this Agreement.

**Titles:** The titles and section headers in this Agreement are provided for convenience only and should not be construed as part of this Agreement.

**Dispute Resolution:** Any disputes will be handled between Influencer and Advertiser.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURES**

**The Calliope Word Market, LLC**

**EIN #: 87-3322878**

**Mark Crowell**

**Member**

Influencer

**Advertiser's acceptance of Brand**

**Collaboration Agreement on**

**Submission page serves as their**

**signature**

Advertiser