

## **Terms of Service**

### **1. Introduction**

- 1.A The terms and conditions listed below shall govern the use of the website [thecourtlessdivorce.com](http://thecourtlessdivorce.com)
- 1.B By using [thecourtlessdivorce.com](http://thecourtlessdivorce.com) and our subsequent materials you have accepted the terms and conditions in accordingly and in full.
- 1.C Our website uses cookies, therefore, by using our website you consent to our use of cookies in accordance with the terms of our Privacy Policy.

### **2. Copyright notice**

- 2.A Copyright (c) The Courtless Divorce 2015

We own and control or have permissions to use all of the copyrights and other intellectual property rights in our website and the material on our website.

### **3. License to use website**

- 3.A You are permitted to:

- (a) view pages from our website
- (b) download pages from our website
- (c) print pages from our website
- (d) stream audio and video files from our website

Subject to our terms and conditions.

- 3.B You are only permitted to use our website for your own personal and business purposes, you must not use our website for any other purposes, except as permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

- 3.C Unless you own or control the relevant rights in the material, you must not:

- (1) republish material from our website (including republication on another website);
- (2) sell, rent or sub-license material from our website;
- (3) show any material from our website in public;
- (4) exploit material from our website for a commercial purpose; or
- (5) redistribute material from our website.

3.D We reserve the right to restrict access to parts of our website at our discretion; you must not circumvent or bypass any access restriction measures on our website.

#### **4. Acceptable use**

4.A Website users must not:

- (a) Take any action that causes damage to the website or impairment of the performance of the website;
- (b) Use our website in any way that is unlawful, illegal, fraudulent.
- (c) Use the data collected from this website for any direct marketing activity.

#### **5. Limited warranties**

5.A We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or

5.C We reserve the right to discontinue or alter any of our website services, at any time in our sole discretion without notice or explanation. You will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

#### **6. Breaches of these terms and conditions**

6.A Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings
- (b) temporarily suspend your access to our website
- (c) permanently prohibit you from accessing our website
- (d) block computers using your IP address from accessing our website
- (e) commence legal action against you, whether for breach of contract or otherwise; and/or
- (f) suspend or delete your account on our website.

#### **7. Variation**

- 7.A We may revise these terms and conditions at times where we see it to be necessary.
- 7.B The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have.

## **8. Assignment**

- 8.A You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 8. B You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **9. Severability**

- 9.A If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

## **10. Third party rights**

- 10.A These terms and conditions are for our benefit and your benefit, and these terms and conditions are not intended to benefit or be enforceable by any third party.

## **11. Entire agreement**

- 11.A These terms and conditions, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **12. Our Service**

- 12.A Our service operates to inform users and all information provided is general. The information does not constitute, and should be not relied on as, legal advice.

When browsing our directory users may find certain professionals. Our users agree that any professionals, people or contact links on our directory are not necessarily verified or accurate.

- 12.B While The Courtless Divorce tries to ensure that the content and links are accurate it does not represent or warrant its accuracy, adequacy or completeness. The Courtless Divorce is not responsible for any loss suffered as a result of or in relation to the use of our material or reliance on the provided links. To the extent permitted by law, The Courtless Divorce excludes any liability, including any liability for

negligence, for any loss, including indirect or consequential damages arising from or in relation to the use our service.

12.C We reserve the right to issue refunds where we see necessary. Refunds will be made at our complete discretion.

12.D We accept payments via the payment gateway PayPal and other credit card providers. Once a payment is completed we will endeavour to have your item shipped to you through the US Post Office and a tracking number will be emailed to you only if requested prior to it being dispatched.

**13. Jurisdiction**

13.A These terms and conditions shall be governed by and construed in accordance with United States law and the laws of New Jersey.