

Terms of Use

Last updated: February 1, 2021

These terms of use (the “Terms of Use”) are a legal agreement between you and Tamara Harris LLC (“Tamara Harris,” “we,” “us,” or “our”). These Terms of Use specify the terms under which you may access and use our website located at <https://www.tamaraharris.com/> (the “Website”), our blog, and our various services, such as our transition services (together with the Website, the “Services”).

By accessing or using our Services, or otherwise manifesting your assent to these Terms of Use, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our [Privacy Policy](#), which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Services.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

If you accept or agree to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

1. DESCRIPTION AND USE OF THE WEBSITE

We are experts in high-conflict and protracted transitions, and through our Services we provide webinars, tools and strategies for managing challenges and uncertainty that come along with navigating transitions. By viewing the Website, you can learn more about our various Services, read our blog, and e-mail us.

2. COMMUNITY GUIDELINES.

To provide you with the Services, we need to build a community with a few simple guidelines. By accessing the Services, you agree to comply with these community guidelines (the “Community Guidelines”) and that:

- You are 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review these Terms of Use with your parent or guardian to make sure that you and your parent or guardian understand it. If you are under the age of 13, you may use the Services only with the consent of your parent or guardian;
- You will not upload, post, e-mail, transmit, or otherwise make available any User Content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence or illegal activity, or contains hate speech

- (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity); or
- discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will comply with all applicable laws in your use of the Services and will not use the Services for any unlawful purpose;
 - You will not access or use the Services to collect any market research for a competing business;
 - You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - You will not interfere with, or attempt to interrupt the proper operation of, the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any Content (defined below), data, files, or passwords related to the Website through hacking, password or data mining, or any other means;
 - You will not decompile, reverse engineer, or disassemble any software or processes accessible through the Website;
 - You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Website;
 - You will not use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express written permission;
 - You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
 - You will not remove or modify any proprietary markings or restrictive legends placed on the Website; and
 - You will not introduce, post, or upload to the Website any Harmful Code. As used herein, "Harmful Code" means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Website, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Website to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with the operations of the Website.

3. AFFILIATE COMPENSATION DISCLOSURE

We may recommend advisors to you upon your request, including real estate brokers and financial managers ("Advisors"). We have financial relationships with various Advisors. We are providing this disclosure to you because we believe in transparency, and we strive to comply with the Federal Trade Commission's Guides Concerning the Use of Endorsement and Testimonials in Advertising, which are codified at 16 C.F.R. Part 255.

Tamara Harris may receive payment from Advisors for clients referred by us. Thus, there is often a paid connection between Tamara Harris and an Advisor with respect to the services mentioned or recommended through our Services. If you ultimately decide to use an Advisor mentioned through our Services, we may receive a commission from such Advisor in connection with that purchase. And, in cases of third-party ads posted on our Website, we will generally receive some compensation from the third-party advertiser even if you do not purchase anything.

Please be assured that we try to provide true and accurate statements regarding any products, services, or companies mentioned, reviewed, or recommended by Tamara Harris through our Services, regardless of whether the company is an affiliated Advisor. And, regardless of any affiliations, we only recommend products, services, or companies that we believe will be good for our members.

4. INTELLECTUAL PROPERTY.

The Website contains material, such as software, text, graphics, images, and other material provided by or on behalf of Tamara Harris, and Tamara Harris may provide you with other materials in the course of providing the Services (collectively referred to as the “Content”). The Website and the Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, Tamara Harris and our licensors exclusively own all right, title, and interest in and to the Website and the Content, including all associated intellectual property rights.

Subject to the terms and conditions of these Terms of Use, Tamara Harris grants you a limited, non-transferable, non-exclusive, license to access and use the Website and the Content solely for your personal purposes. You may not (i) remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Website or the Content, or (ii) sell, transfer, assign, license, sublicense, or modify the Website or the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Website or Content in any way for any public or commercial purpose.

The trademarks, service marks, and logos of Tamara Harris (the “Tamara Harris Trademarks”) used and displayed on the Website are registered and unregistered trademarks or service marks of Tamara Harris. Other company and service names located on the Website may be trademarks or service marks owned by third parties (the “Third-Party Trademarks,” and, collectively with Tamara Harris Trademarks, the “Trademarks”). Nothing on the Website or Content should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Tamara Harris Trademarks inures to our benefit.

Elements of the Website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

5. BLOG ACCOUNT; USER CONTENT.

If you wish to post comments to our blog posts, you will be required to create an account (“Blog Account”). You may log into the blog using a third-party login provider (e.g., Facebook or Google), or if you do not wish to log in using these third-party access credentials, you will be prompted to create an account, which includes an email address and a password (“Log-in Credentials”). When creating your account, you must provide true, accurate, current, and complete information. Log-in Credentials can be used by only one user. You are solely responsible for the confidentiality and use of your Log-in Credentials, as well as for any use, misuse, or communications entered through the Website using your Blog Account. You will promptly inform us of any need to deactivate Log-in Credentials. We reserve the right to delete or change your Log-in Credentials at any time and for any reason and shall have no liability to you for any loss or damage caused by such action. Tamara Harris is under no obligation to accept any individual as an account holder, and may accept or reject any registrations in our sole and complete discretion. We will not be liable for any loss or damage caused by any unauthorized use of your Blog Account.

The Website allows persons with a Blog Account to post comments to our blog posts (“User Content”). You, and not Tamara Harris, are entirely responsible for all User Content that you upload, post or otherwise transmit through the Website. You acknowledge that once you submit User Content on the Website, it will be viewable by all other Website visitors. We are not obligated to post any User Content on our Website.

To the extent permitted by law, you retain all copyrights and other intellectual property rights in and to your own User Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual, irrevocable license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your User Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised.

6. WEBINARS AND ONLINE COURSES

We will periodically make webinars and online courses available through Teachable (“Course Platform”). You will be required to create an account on the Course Platform, and your account and use of the Course Platform will be governed by, and you are responsible for your compliance with, the Course Platform’s [terms of use](#) and [privacy policy](#). We are not responsible for the operation of the Course Platform or the Course Platform’s use of your information. If you have any issues with the Course Platform please contact the Course Platform directly.

7. COMMUNICATIONS WITH US.

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains sensitive information. With respect to all e-mails and communications you send to us (whether oral or written), including feedback, questions, comments, suggestions, testimonials, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the

development, production, and marketing of the Services that incorporate such information without compensation or attribution to you.

8. NO WARRANTIES; LIMITATION OF LIABILITY.

OUR SERVICES AND THE CONTENT OF THIS WEBSITE, INCLUDING THE BLOG, ARE PROVIDED AS PRACTICAL GUIDANCE AND A RESOURCE FOR GENERAL INFORMATION ON TAMARA HARRIS AND TRANSITION ISSUES, INCLUDING DIVORCE. WHILE WE HAVE MADE EFFORTS TO ASSURE THE ACCURACY OF THE MATERIAL IN THIS BLOG, IT SHOULD NOT BE TREATED AS (AND DOES NOT CONSTITUTE) LEGAL OR FINANCIAL OR MEDICAL ADVICE OR PSYCHIATRIC OR PSYCHOLOGICAL COUNSELING, NOR SHOULD IT BE USED AS THE BASIS FOR FORMULATING DECISIONS WITHOUT INDIVIDUALIZED ADVICE AND COUNSELING. IN THESE TYPES OF MATTERS, NO PUBLICATION CAN TAKE THE PLACE OF PROFESSIONAL ADVICE GIVEN WITH FULL KNOWLEDGE OF THE SPECIFIC FACTS AND CIRCUMSTANCES OF EACH MATTER. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CORRECTNESS, OR UTILITY OF THE INFORMATION CONTAINED IN THESE SERVICES AND ASSUME NO LIABILITY OF ANY KIND WHATSOEVER RESULTING FROM THE USE OR RELIANCE UPON ITS CONTENTS.

THE SERVICES AND ALL CONTENT AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THE SERVICES ARE PROVIDED BY TAMARA HARRIS ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TAMARA HARRIS EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE SERVICES AND THE CONTENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY OR ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TAMARA HARRIS DOES NOT WARRANT THAT: (1) THE INFORMATION PROVIDED THROUGH THE SERVICES IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKE THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SERVICES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE SERVICES OR THE CONTENT SHALL BE LIMITED TO FIFTY UNITED STATES DOLLARS (US \$50).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF CERTAIN LIABILITIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

9. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

a. Representations and Warranties. You hereby represent, warrant, and covenant that:

i. You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your User Content and any other works that you incorporate into your User Content, and all the rights necessary to grant the licenses and permissions you grant hereunder; and

ii. Use of your User Content in the manners contemplated in this Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party.

b. Indemnity. You agree to indemnify, defend, and hold harmless Tamara Harris, our affiliates, and our and their respective officers, managers, partners, employees, and agents from and against any and all losses, civil penalties, liabilities, damages, judgments, costs, and expenses, including reasonable attorney's fees and court costs, incurred in connection with any proceeding, claim, or action arising out of or related to (i) your breach of these Terms of Use; (ii) your misuse of the Content or the Services; and/or (iii) your violation of any third-party rights, including, without limitation, any copyright, trademark, property, publicity, or privacy right.

10. DIGITAL MILLENIUM COPYRIGHT ACT.

Tamara Harris respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content or User Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Tamara Harris LLC
1172 S Dixie Highway
Ste. 616
Coral Gables, FL 33146
Attn: Copyright Agent
Email: Info@tamaraharris.com

If you believe that your work has been copied on the Website in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location

on the Website where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

11. COMPLIANCE WITH APPLICABLE LAWS.

The Services are based in the United States. We make no claims concerning whether the Services are accessible, or whether Content may be downloaded, viewed, or be appropriate for use outside of the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

12. CONTROLLING LAW.

These Terms of Use and any action related thereto will be governed by the laws of the State of Florida without regard to its conflict of laws provisions.

13. BINDING ARBITRATION.

In the event of a dispute arising between you and Tamara Harris under or relating to this Agreement or the Services (each, a "Dispute"), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by you and Tamara Harris, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each of you and Tamara Harris will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 15 below, nothing in these Terms of Use will prevent us from

seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

14. CLASS ACTION WAIVER.

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

15. EQUITABLE RELIEF.

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Use. We may, without waiving any other remedies under these Terms of Use, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in Miami, Florida for purposes of any such action by us.

16. EXTERNAL WEBSITES.

The Website may contain links to third-party websites (“External Websites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Websites. The content of such External Websites is developed and provided by others. You should contact the site administrator or webmaster for those External Websites if you have any concerns regarding such links or any content located on such External Websites. We are not responsible for the content of any linked External Websites and do not make any representations regarding the content or accuracy of materials on such External Websites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Websites, you do so at your own risk.

17. CHANGES TO THE AGREEMENT.

These Terms of Use are effective as of the last updated date stated at the top. We may change these Terms of Use from time to time with or without notice to you. Any such changes will be posted on the Website. By accessing the Services after we make any such changes to these Terms of Use, you are deemed to have accepted such changes. Please refer back to these Terms of Use on a regular basis.

18. TERMINATION OF THE TERMS OF USE.

We reserve the right, in our sole discretion, to restrict, suspend, or terminate these Terms of Use and the Services, and your access to all or any part of the Services, at any time and for any reason without prior notice or liability. Sections 3-19 shall survive the termination of these Terms of Use.

19. GENERAL.

No failure or delay by Tamara Harris in exercising any right or remedy under the Terms of Use will operate, or be deemed to operate, as a waiver of any such right or remedy. If any provision of the Terms of Use is found invalid or unenforceable by a court of competent jurisdiction, that provision will be amended and the remainder of the Terms of Use will remain in full force and effect. The Terms of Use constitutes the final and complete agreement between you and Tamara Harris regarding the subject matter hereof, and supersede any prior or contemporaneous communications, representations, or agreements between us, whether oral or written, including, without limitation, any confidentiality or non-disclosure agreements. Headings are for convenience only and shall not be used to limit or interpret the meaning of any of the provisions of the Terms of Use.

20. HOW TO CONTACT US.

If you have questions about the Terms of Use or our Services, please contact us via email at info@tamaraharris.com.

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