

TERMS AND CONDITIONS

December 27, 2021

These terms and conditions govern the use of <https://edberry.com> (the Site). This Site is owned and operated by Ed Berry LLC, which is owned by Edwin X Berry. This Site is a blog.

By using this Site, you indicate you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Edwin X Berry and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Age Restrictions

The minimum age to use our Site is 13 years old. By using this Site, you agree that you are 13 or older. We do not assume any responsibility for false statements about age.

Acceptable Use

As a user of our Site, you agree to use our site legally, not to use our Site for illegal purposes, and to not:

- Harass or mistreat other users of our Site
- Violate the rights of other users of our Site
- Violate the intellectual property rights of the Site owners or any third party to the Site
- Hack into the account of another user of the Site
- Act in any manner that could be considered fraudulent, or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to take any legal steps necessary to prevent you from accessing our Site.

User Contributions

Users may post the following information on our Site:

- Public comments

By posting public comments on our Site, you agree not to act illegally or violate these Terms and Conditions.

Sale of Goods and Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Video lessons and special reports

Users will pay for these goods when ordered.

The following services are available on our Site:

- Consulting, expert testimony, advising, speaking, and coaching

Users will pay for these services according to an agreed and signed contract.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all the goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject, or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Subscriptions

Your subscriptions automatically renew, and you will be billed until we receive notification that you want to cancel your subscription.

To cancel your subscription, please follow the steps given in your contract.

Cancellations are effective immediately, but our service will continue until the end of your subscription month.

Payments

We accept the following payment methods:

- Credit Card
- PayPal
- Check

When you provide us with your payment information, you authorize our use of and access to the payment instrument that you have chosen. By providing us with your payment information, you authorize us to charge the amount due to your payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to mandatory provisions of that legislation. If there is any conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Edwin X Berry will not be liable for any actions, claims, losses, damages, liabilities, or expenses including legal fees from your use of this Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Edwin X Berry from any actions, claims, losses, damages, liabilities, and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Montana.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Edwin X Berry are unable to resolve any dispute through informal discussion, then you and Edwin X Berry agree to submit the issue first before a non-binding mediator, and to an arbitrator if that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Edwin X Berry. The cost of any mediation or arbitration will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and Edwin X Berry agree that you both retain the right to bring an action in a small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and removed from these Terms and Conditions. This removal will not affect any other provision in these Terms and Conditions.

Changes

These Terms and Conditions may be amended at any time to maintain compliance with law and any changes in our operation of this Site. We will post a notice of changes to these Terms and Conditions on our Site.

Contact Details

Please contact us as follows if you have any questions or concerns:

(406) 471-1464

ed@edberry.com

Ed Berry LLC

439 Grand Dr #147

Bigfork, MT 59911

You can also contact us through the contact form on our Site.