**DAVID DUMMETT, LLC**

**WEBSITE TERMS AND CONDITIONS**

This website (http://daviddummett.com/) (the “Site”) is owned and operated by DAVID DUMMETT, LLC, a Virginia limited liability company, located at [1155 F St NW, STE 1050, Washington D.C., 20004. **Please read these Terms and Conditions carefully and print them for your records.**

DAVID DUMMETT, LLC reserves the right to modify or amend these Terms and Conditions without notice at any time; therefore, you, the user (hereinafter “you”), agree to review these Terms and Conditions on this Site frequently for any such modifications.

If you (a) become aware of misuse of this Site by any person, (b) have any questions or comments regarding this Site, you should contact this Site administrator at [info@daviddummett.com].

**1. GENERAL TERMS OF USE**

**A.** Content viewable on, and downloadable from, this Site are owned by DAVID DUMMETT, LLC or licensed to DAVID DUMMETT, LLC by third party owners. You are only authorized to access this Site or to use the materials contained in this Site if you agree to abide by all applicable laws and these Terms and Conditions. These Terms and Conditions constitute a binding agreement between you and DAVID DUMMETT, LLC. If you do not agree with each and all of the provisions of these Terms and Conditions, you should leave this Site immediately.

 **B.** DAVID DUMMETT, LLC grants you a personal, limited, non-exclusive, non-transferable license to access and view this Site. You may not use this Site to gain unauthorized access to any networks or computer systems or to engage in any activity that disrupts or otherwise interferes with this Site (and servers hosting, connected to, or otherwise associated with this Site).

**C.** DAVID DUMMETT, LLC reserves the right, at any time, without notice, for any reason or for no reason, and in its sole discretion, to (a) immediately terminate your use of or access to this Site, and/or (b) modify or discontinue all or any portion of this Site.

**D.** You may not use any automated technology (e.g. deep-link, page-scrape, spider, robot, crawl, index, or other automated device, program, algorithm or other like-technology) to use, access, copy, monitor, acquire information regarding, or input/upload anything to any portion of this Site.

**2. OWNERSHIP OF CONTENT AND TRADEMARKS**

**A.** The DAVID DUMMETT LLC “signature” logo and all other logos, page headers, custom graphics, trade or service marks appearing on this Site are (except as otherwise identified) service marks, trademarks (whether registered or not) or trade dress of DAVID DUMMETT LLC (the "Marks"). You are not authorized to display or use the Marks in any manner without the express prior written consent of DAVID DUMMETT LLC. Any use of the Marks or any other information or materials contained on the Site is expressly prohibited (except as may otherwise be expressly permitted) under these Terms and Conditions. The Marks are protected by United States and international trademark and copyright laws and may only be used for personal, non-commercial purposes. You may only view or download material from this Site for your own personal, non-business use.

 **B.** You are strictly prohibited from creating (whether for personal use, commercial use, or otherwise) any derivative materials or works based in any way on the information or materials contained on this Site.

**C.** If you believe that any material contained in this Site infringes upon any copyright, trademark, service mark, or other intellectual property, you should notify DAVID DUMMETT, LLC by writing to the following: DAVID DUMMETT, LLC, attn.: Timothy Canney, Esq., Curtin Law Roberson Dunigan & Salans, P.C., 1900 M Street NW, Suite 600, Washington DC 20036 or via email at [info@daviddummett.com].

**3. SUBMISSIONS BY USER**

 You agree that any content or message whatsoever submitted by you to or through this Site shall become the property of DAVID DUMMETT, LLC. DAVID DUMMETT, LLC may use, copy, sublicense, distribute, publish, display, or otherwise make unfettered use of such content or message as DAVID DUMMETT, LLC in its sole discretion desires. You further agree that you are not entitled to any compensation, credit or notice whatsoever for DAVID DUMMETT, LLC’s receipt and use of such content. By making a submission to or through this Site, you waive any claim, whether legal or equitable, against DAVID DUMMETT, LLC relating to such submission.

**4. LINKS**

**A.** **LINKS TO SITE**. You shall not link any webpage or content to this Site without the express written permission of DAVID DUMMETT, LLC. When creating hypertext links, you shall not in any way, expressly or impliedly, indicate that you have received the endorsement, sponsorship or support of this Site or DAVID DUMMETT, LLC. DAVID DUMMETT, LLC reserves the right, at any time, for any reason or no reason, to deny permission to anyone linking another website to any portion of this Site.

**B. LINKS ON SITE**. DAVID DUMMETT, LLC is not responsible for the content or practices of any websites other than this Site, including any websites for which a hyperlink is found on this Site. You should not infer that DAVID DUMMETT, LLC is connected or in any way affiliated with these websites.

**5. HEALTH REPRESENTATIONS**

 **The content on this Site is intended for healthy individuals in good physical condition.** You hereby represent and warrant to DAVID DUMMETT, LLC that you are in good physical condition and have no medical reason or impairment that could prevent you from the intended use of the content on this Site (including exercises and physical training). You acknowledge that neither DAVID DUMMETT, LLC nor its employees, agents, or affiliates have provided you with any medical advice or diagnosis and cannot give you any such advice or diagnosis now or hereafter, whether related to your physical condition and ability to use or implement the services and content of this Site or otherwise. You acknowledge and agree that you will discuss any health or medical concerns, along with any fitness regimen or dietary suggestions contained on this Site, with your physician prior to engaging in any dietary or fitness regimen, and that you will continue regularly seeing a physician at all times while utilizing this Site or its content.

**6. DISCLAIMER OF LIABILITY AND WARRANTIES**

**A.** **USE AT YOUR OWN RISK.** All use of this Site and the material contained hereon is undertaken at your own risk. To the maximum extent permitted by law, this Site, and all materials on this Site, are provided “as is” and without warranties of any kind either express or implied. DAVID DUMMETT, LLC does not warrant that this Site (including any content) is fit for any particular purpose; that the this Site’s functionality will be uninterrupted; that this Site is free of viruses and other malware; that this Site is accurate and error-free; or that any defects on this Site or errors in content will be corrected. You acknowledge that DAVID DUMMETT, LLC, together with any and all of its parents, subsidiaries, and affiliated entities, directors, officers, shareholders, members, partners, employees, agent, or contractors, are not liable for any inaccuracies, errors, omissions, interruptions, failures, delays, deletions, defects, viruses, malware, or for any damage whatsoever (including but not limited to theft, destruction, or unauthorized access) to your computer, mobile device, or network. You further acknowledge that DAVID DUMMETT, LLC is not liable for any defamatory, offensive or illegal conduct or material WHATSOEVER found in connection with this Site, and that DAVID DUMMETT, LLC is not liable for ANY damages (including, without limitation, direct, incidental, special, consequential or punitive damages) in connection with or arising from your use of, or inability to use, this Site.

**B.** **NO WARRANTY**. DAVID DUMMETT, LLC, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS, PROVIDES THIS SITE AND SERVICES “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION WHATSOEVER (WHETHER EXPRESS, IMPLIED OR STATUTORY). DAVID DUMMETT, LLC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (Please note that some jurisdictions do not allow the disclaimer of implied warranties.)

**C.** **LIMITATION OF LIABILITY**. IN NO EVENT SHALL DAVID DUMMETT, LLC OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SITE, ANY SERVICES OR THESE TERMS AND CONDITIONS, HOWEVER ARISING (WHETHER BY NEGLIGENCE OR OTHERWISE), AND ANY OTHER LIABILITY IN ANY CIRCUMSTANCE IS LIMITED TO $50. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS SITE BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH SUCH CLAIM OR ACTION IS BASED.

**D. INDEMNITY**. You agree to defend, indemnify and hold harmless DAVID DUMMETT, LLC, its parents, subsidiaries and affiliates, respective franchisees, employees, agents, directors, officers, shareholders, members, and partners from and against all the liabilities, claims, damages and expenses (including reasonable attorney’s fees and costs) arising out of your use of this Site; your failure to use this Site; and your breach or alleged breach of these Terms and Conditions (including but not limited to your breach or alleged breach of the copyright, trademark, intellectual property or proprietary or other rights of third parties).

**7. NOTICE.**

Any notice required to be given pursuant to the provisions of these Terms and Conditions shall be in writing and sent (unless otherwise expressly set forth in these Terms and Conditions to the contrary) as follows:

**If to DAVID DUMMETT, LLC:**

By registered or certified mail, postage prepaid, or delivered by hand, to DAVID DUMMETT, LLC at the address set forth below or at such other address as DAVID DUMMETT, LLC may hereafter designate in writing to you:

[1155 F St NW, STE 1050 Washington D.C., 20004]

 Attention: David Dummett

 **If to You:**

 [David Dummett]

**8. MISCELLANEOUS.**

 **A. NO WAIVER.** No waiver of any provision of these Terms and Conditions shall be valid unless it is in writing and signed by a duly authorized agent of DAVID DUMMETT, LLC. The failure of DAVID DUMMETT, LLC to insist upon strict performance of any provision of these Terms and Conditions in any one or more instances shall not be construed as a waiver or relinquishment of the right to insist upon strict compliance with such provision in the future.

**B. SEVERABILITY**. If for any reason any provision of these Terms and Conditions should be declared void, invalid or unenforceable, such declaration shall not affect the validity of the rest of these Terms and Conditions, which shall remain in full force and effect as if executed with the void, invalid or unenforceable provision(s) or part(s) eliminated.

 **C. GOVERNING LAW.**

(i) All questions with respect to the construction of these Terms and Conditions and the right and liabilities of the parties hereunder shall be determined in accordance with the applicable provisions of the laws of the state of Virginia, without reference to its choice of law or conflicts of law principles.

(ii) Any claim or dispute regarding these Terms and Conditions shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and shall be before a single arbitrator (or a panel of three arbitrators if the amount is controversy exceeds $50,000) chosen pursuant to said Rules (unless the parties to the dispute otherwise agree). Any arbitration hereunder shall be held in Washington, DC, or at such other location as the parties to the dispute shall agree. The judgment in the arbitration proceeding shall be final and binding on the parties, and the judgment on such award may be entered in any court having competent jurisdiction. Each party required to participate shall be personally responsible for its share of the costs of arbitration; provided, however, that the arbitrator(s) shall be authorized to award legal fees and costs to the prevailing party, based upon said arbitrator’s or arbitrators’ consideration of the merits of the claims, merits of the defenses, and results obtained from the arbitration. The arbitrator(s) shall be specifically empowered to order specific performance and/or injunctive relief as he, she or they may deem appropriate.

**D. FORM.** As employed in these Terms and Conditions, the singular form shall include, if appropriate, the plural.

**E. HEADINGS**. The headings employed in these Terms and Conditions are solely for the convenience and reference of the parties and are not intended to be descriptive of the entire contents of any paragraph and shall not limit or otherwise affect any of the terms, provisions, or construction thereof.