Terms and Conditions

Last Revised: 07/01/2013

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. This website (Site) is controlled, operated and/or maintained by New Management, Inc. (collectively, "we", "us", or "our"). By accessing or using our website or services (collectively the "Site") you agree that you have read, understand and agree to be bound by each of the terms and conditions set forth below and any amendments thereto (hereinafter "Terms and Conditions"). Please review these Terms and Conditions from time to time to ensure that you have read and agree with them, as they may be amended without notice. Any changes to these Terms and Conditions will be effective immediately upon the posting of the revised Terms and Conditions on our Site. Please note that your use of certain features of our Site may be subject to additional terms and conditions. By using these features, you also agree to be bound by such additional terms and conditions).

Proprietary Rights and Use Restrictions

All materials on our Site, including, without limitation, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations, artwork, audio clips, video clips, software, and other elements making up the Site (collectively, "Content") are protected by copyrights and other intellectual property rights owned and controlled by us, or by other parties that have licensed or otherwise provided their material to us. All Content on the Site is a collective work under the United States and other copyright laws and is our proprietary property; all rights reserved.

Except as specifically provided herein or elsewhere on the Site, no Content may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without our prior express written consent. You may not add to, delete from, distort, or otherwise modify the Content. Any unauthorized attempt to modify any Content, to defeat or circumvent our security features, or to utilize our Site for any purpose other than its intended purposes is strictly prohibited. You further agree not to use our Site, the Content, or any products or services included on or available through our Site for any unlawful purpose, in violation of any laws, ordinances, codes, rules, polices or procedures (hereinafter "Laws") applicable to you.

We grant you a non-exclusive, non-assignable, non-transferable, and revocable license ("License") to use and display, for your own personal and noncommercial use only, any material provided on our Site or to make a purchase from us. Any other use is prohibited unless expressly agreed to by us in writing. You agree not to change or delete any and all copyright and other ownership notices contained in materials downloaded or printed from the Site. This License may not be assigned, transferred, or sublicensed by you to any other party and may be revoked by us at any time. Upon revocation, you agree to delete and/or destroy any material obtained from the Site.

Product Orders

All orders are subject to New Management, Inc.'s Sales Terms and Conditions [Link to Sales Terms and Conditions to be provided here].

Links

Our Site may contain links to other websites that are not operated, controlled or maintained by us. You agree that we will not be responsible for the content, advertising, privacy policies, products, services, or other materials on or available from such linked websites. Your use of any linked websites is at your own risk.

Submissions

Any ideas, suggestions, concepts, notes or other material submitted to us through the Site, e-mail or by any other means ("Submission") will become the property of New Management, Inc. and we shall be entitled (without compensation to anyone) to use such material, either commercially or non-commercially, in perpetuity in any form and manner in any media and you will not have any claim against us with respect to such use. You agree to and hereby do grant us a non-exclusive, perpetual, irrevocable, worldwide, fully-paid, royalty-free, sub-licensable, transferrable right to use, copy, reproduce, edit, crop, reformat, create derivative works from and otherwise publish and distribute the Submission. You agree, represent and warrant that in the event you make a submission to us that it: (i) is your original work; (ii) does not violate, and its use by us will not violate, the rights of any third party or any applicable laws, and (iii) you will use reasonable efforts to ensure that any electronic submission is free from viruses, worms, trojan horses, or other any other items of a destructive nature.

Privacy

Our Privacy Policy, which is incorporated into these Terms and Conditions by this reference, further describes the collection and use of information on this Site.

Disclaimer of Warranties

THE SITE AND ALL CONTENT AND SERVICES INCLUDED ON OR AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. YOU AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. NEW MANAGEMENT, INC AND ITS SUBSIDIARIES, PARTNERS, AGENTS, AFFILIATES, LICENSORS AND ADVERTISERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH WE INTEND THAT THE CONTENT OF OUR SITE BE ACCURATE, COMPLETE, AND CURRENT, WE MAKE NO WARRANTY: (I) THAT USE OF OUR SITE OR ANY CONTENT HEREIN WILL BE UNINTERRUPTED, TIMELY, ACCURATE, SECURE OR ERROR FREE; (II) THAT OUR SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (III) THAT ANY ERRORS ON OUR SITE WILL BE CORRECTED; OR (IV) THAT THE SERVERS ON WHICH OUR SITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

Limitation of Liability

NEW MANAGEMENT, INC. SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR ANY LOST PROFITS, BUSINESS INTERUPTION, OR LOST DATA, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR THE PERFORMANCE OF THE PRODUCTS PURCHASED THROUGH THE WEBSITE OR THE CONDUCT OF OTHER WEBSITE USERS (WHETHER ONLINE OR OFFLINE) OR ATTENDANCE AT A NEW MANAGEMENT, INC. EVENT OR ANY USER GENERATED CONTENT, EVEN IF NEW MANAGEMENT, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542 (OR ANY SIMILAR STATE LAW), WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND YOUR ONLY REMEDY FOR USE OF THE SITE OR ANY CONTENT IS TO STOP USING THE SITE.

Some jurisdictions do not permit the exclusion of certain warranties or the limitation or exclusion of liability. Therefore, the above disclaimer of warranties and/or limitation of liability may not apply to you.

Indemnification

You agree to indemnify, defend, and hold harmless New Management, Inc., its officers, directors, shareholders, employees, agents, representatives, advertisers, licensors and suppliers from and against all claims, suits, demands, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising out of or relating in any way to your use of the Site, use of the Content or your violation of these Terms and Conditions, violation of any Laws and/or the violation of the rights of any third party.

Choice of Law and Venue

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws principles. You agree to submit to the exclusive jurisdiction of the federal and state courts located within the State of California, County of San Diego. You unequivocally and expressly waive all defenses of lack of personal jurisdiction and forum non conveniens.

Limitation of Time Period to Commence a Dispute

Regardless of any statute or law to the contrary, and to the maximum extent permitted by applicable law, any claim, suit or demand ("dispute") arising out of or related to the Site, Content or any of the products or services offered by New Management, Inc. must be filed within one (1) year after the date in which the incident giving rise to the Dispute occurred. Failure to file an appropriate legal action within the applicable limitations period constitutes a waiver of and serves as complete bar to any such dispute.

Miscellaneous

We make no representations that the Content on our Site is appropriate or available for use in locations outside the United States. Those who choose to access our Site from locations outside the United States do so at their own initiative and are responsible for complying with all local laws and regulations regarding online conduct and acceptable content. All of these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be modified or eliminated to the minimum extent necessary and the remaining provisions shall be enforced. No waiver by either party of any right hereunder shall constitute a waiver of this or any other right. These Terms and Conditions constitute the entire agreement between the parties hereto, and supersede any other agreement, promise, or practice between the parties relating to the subject matter hereto. We reserve the right to terminate your access to and ability to use our Site (or any portion thereof), at any time (with or without notice).

Contact Information

If you have questions or comments about the Site, Content, these Terms and Conditions or our privacy policy you can contact us at:

Telephone: 888-NEW-MGMT (888-639-6468) Ask to speak with Debbie.

debbie.newmanagement@san.rr.com

New Management, Inc. 4079 Governor Drive, #330 San Diego, CA 92122