



Trademark RegiSTAR™ Terms of Use

Thank you for signing up for Trademark RegiSTAR™ (the “*Course*”)! I’m beyond thrilled that you’re letting me guide you on this exciting trademark journey that you’re about to take. However, before you begin, please take a look at these **Terms & Conditions** (“*Terms*”), as they are going to apply to your use of the Course. Please also keep in mind that these Terms constitute a binding legal agreement between the Course purchaser and participant (“*You*” or “*Your*”) and Victoria Smolyar Law, P.C. d/b/a Start Smart Legal (the “*We*”, “*Us*”, or “*Course Provider*”), collectively referred to as the “*Parties*”.

- 1. ACCEPTANCE OF TERMS.** Your ability to access and participate in the Course is conditional upon Your accepting and abiding by these Terms. **By purchasing and participating in the Course, You promise and state that You have read and reviewed these Terms and that You agree to be bound by them.**

If You do not agree to be bound by these Terms, please stop Your participation in the Course immediately. If this occurs after Your purchase, You will unfortunately not be entitled to any refund, as per our Refund Policy below.

- 2. AGE RESTRICTION.** You must be at least 18 years of age to access or participate in the Course. By participating in the Course, You promise that you are at least 18 years of age and have the ability to legally agree to these Terms. We assume no responsibility or liability for any misrepresentation of your age.

- 3. DISCLAIMERS.** By accessing and participating in the Course You understand and agree that:

- A. The Course does not constitute legal advice.** You may only use the Course for educational and informational purposes. You should not act on anything You learn in the Course without consulting a knowledgeable trademark attorney. Your participation in the Course is at Your own risk. We do not assume responsibility or liability for any information given in the Course or in the Course Materials (as the term is defined in Section 4 below).

- B. We are NOT Your lawyers.** Your accessing, viewing and participating in this Course DOES NOT create any attorney-client relationship between You and Us or any of our attorneys, including Vicky Smolyar, the Course instructor.
- C. This Course is for US-based individuals and businesses only.** You can still purchase, download, access, view, and participate in this Course if You are not based in the US but, You will not be able to file Your own trademark application at the USPTO – which is the point of the Course.
- D. We make NO GUARANTEES that Your trademark will be registered.** Trademark registration is an application process which is completely at the discretion of the USPTO.
- E. No one-on-one help is provided as part of this Course.** If You require one-on-one professional legal help in filing Your trademark You may contact Smolyar Law, for an additional fee, or any other attorney of Your choice.
- 4. COURSE MATERIALS.** The Course is made up of a combination of audio-visual recordings, combined with written materials to assist You, such as a Course Workbook & Resource Guide and a Specimen Guide (collectively, the *“Course Materials”*).

5. ACCESS TO COURSE & COURSE MATERIALS.

- A. Course Hosting Platform.** The Course is currently hosted in Podia (our *“Course Hosting Platform”*), so to access the Course You will need to create a Podia account. Podia has its own [Terms of Use](#) and [Privacy Policy](#), so You should familiarize yourself with those prior to creating an account.

We may, at any point, decide to switch Course hosting platforms. We will do our best to notify You, by email, in advance of this happening. However, if You want to be notified, You will be solely responsible for ensuring that:

- We have the correct email address on file for You.
- You are signed up to receive emails and notifications from Us.

Failure to do so may result in Your loss of access to the Course.

- B. Access to Course Materials.** The Course Materials will be available for viewing and downloading (written materials only) inside the account You create with the Course Hosting Platform. If You do not create an account with the Course Hosting Platform, You will not have access to the Course Materials. We will not provide the Course Materials to You in any other way.
- C. Sharing Your Course Hosting Platform Password.** You are explicitly prohibited from sharing your Course Hosting Platform password with any third-party.

D. Account Security. We do not assume or accept responsibility for the security of your Course Hosting Platform account. You agree that your participation in the Course or use of the Course Hosting Platform at your own risk.

E. Interruptions to Access. We may need to interrupt Your access to the Course to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Course and/or the Course Hosting Platform may be affected by unanticipated or unscheduled downtime, for any reason, but that We will have no liability for any damage or loss caused because of such downtime.

F. Loss of Access. Any violation of any provision of these Terms, in particular any violation of Sections 5(C), 7, 8, 9, 10, and 14(A) will result in **immediate loss of access to the Course and the Course Materials**. No exceptions. In accordance with the Refund Policy in Section 12, You will not be entitled to any refunds should You lose access.

6. DISCONTINUATION OF COURSE. While We fully intend to offer this Course for sale indefinitely, **We reserve the right to discontinue providing this Course at any time and for any reason.** In the event that We decide to discontinue the Course, We will do our best to notify You, by email, in advance. However, it will be Your responsibility to ensure that:

- We continuously have the correct email address on for You.
- You are signed up to receive emails and notifications from Us.

In accordance with our Refund Policy in Section 12, You will not be entitled to any refunds in the event of Course discontinuation.

7. INTELLECTUAL PROPERTY. Except for any third-party trademarks referenced in the Course Materials (which are there for educational and illustrative purposes only), **You agree that all copyrights, trademarks, trade secrets, and other intellectual property in the Course and the Course Materials (“Course Provider IP”) belong to Us.**

You agree that We own all right, title, and interest in and to the Course Provider IP and that You will not use the Course Provider IP for any unlawful or infringing purpose.

You further agree not to reproduce, publish, adapt, modify, share, distribute, create derivative works based on, publicly display, and digitally transmit the Course Provider IP in any way, whether electronically or in person.

Finally, **You agree that You will not use or attempt to register any new trademarks, trade names, service marks or domain names containing any Course Provider IP.**

Any violation of this provision of the Terms will be considered an immediate breach of these Terms and, in addition to the remedies provided to Us under the law, You will also immediately lose access to the Course and the Course Materials.

If you are interested in using the Course Provider IP in any way (other than for the purpose of participating in the Course) You may email Us at hello@startsmartlegal.com.

8. LICENSE TO ACCESS COURSE AND USE COURSE MATERIALS. In return for your purchasing the Course, **We grant YOU, and ONLY YOU, a non-exclusive, limited, non-transferable, and revocable “License” to access the Course and view and download all downloadable Course Materials.**

Your License will terminate immediately upon:

- Your violation of this or any other provision of these Terms.
- Our discontinuation of the Course, in accordance with Section 6 of these Terms.
- Your death.

9. CONTENT YOU POST. Through Your participation in the Course and Your use of the Course Hosting Platform, You may be permitted to post questions, comments, reviews or other content to the Course pages (“*User Contributions*”). In fact, We encourage You to use this function of the Course Hosting Platform.

However, **You agree to give Us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any Course related User Contributions you may post.**

You also agree that any User Contributions You post will conform to the Prohibited Use provisions in Section 10 of these Terms, including and especially the provisions prohibiting the violation of any third-party intellectual property rights through Your User Contributions.

10. PROHIBITED USES. You agree not to use the Course or the Course Hosting Platform:

- For any unlawful purpose or any purpose prohibited under these Terms.
- In any way that could damage the Course, the Course Hosting Platform, or general business of the Course Provider.
- To harass, abuse, or threaten others, or to otherwise violate any person or entity’s legal rights.
- To violate any intellectual property rights of the Course Provider or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To publish or distribute any obscene or defamatory material as User Contributions.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group as User Contributions.

- To unlawfully gather information about other Course participants.
- To perpetrate illegal spam activities, including gathering email addresses and personal information from other Course participants or sending them any mass commercial emails.

You further agree not to:

- Reverse engineer or attempt to reverse engineer or disassemble any code or software from or on the Course or the Course Hosting Platform.
- Violate the security of the Course or the Course Hosting Platform through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user, or network.

11. PAYMENTS.

A. Generally. To access the Course, You will be required to pay the Course fee indicated on the Course checkout page.

B. Payment Plans. As a courtesy to You, You may pay the Course fee in three (3) equal monthly installments, until You are paid in full. You will get immediate access to the entire Course after the initial payment, and the Course Hosting Platform will automatically charge the credit card you provide in the two following months.

During those two months, You must ensure that Your credit card is not expired and that there are sufficient funds for monthly withdrawals. If your credit card information changes, You must immediately provide an alternate form of payment.

The Course Hosting Platform will notify You if there are any problems with charging Your card. **If any of Your installment payments are more than seven (7) days late, You will immediately lose access to the Course, the License granted to You under Section 8 of these Terms will be terminated, and We may pursue collection efforts against You under Section 15(B) of these Terms.**

12. REFUNDS. A full refund will be provided to You if You mistakenly purchased the Course AND You have not accessed the Course or viewed or downloaded any of the Course Materials. To request a refund under these terms, You must **email us within seven (7) days of Your purchase date at hello@startsmartlegal.com** to request that the refund be issued. Refunds will be issued to the payment method you used to pay.

No other refunds will be issued at any other time, for any other reason.

However, if You are not fully satisfied with this Course, We ask that You please email Us at hello@startsmartlegal.com with your issues and We will do our best to find a way to address Your concerns.

13. 30 DAY “IN OVER MY HEAD” GUARANTEE. If, within 30 days of purchasing the Course, You decide that You would prefer that an attorney handle your trademark registration for You, and

You retain Smolyar Law to assist You with any such registration, then any Course fees paid by You will be credited back to You in the form of a credit toward legal services on Your Smolyar Law invoice, provided that within 30 days of purchasing the Course You:

- Have participated in an initial Discovery Call with a team member or attorney at Smolyar Law;
- Have signed an Engagement Letter, hiring Smolyar Law as Your attorneys; and
- Have made payment toward any trademark registration services (as specified on Your Smolyar Law invoice).

14. DISPUTE RESOLUTION. If You encounter any problems with the Course, the Course Materials, or these Terms, We ask that You immediately email Us at hello@startsmartlegal.com, so that we can amicably resolve any such problems.

If no satisfactory resolution can be reached within thirty (30) days, then the Parties may pursue arbitration in accordance with the provisions of this section.

If the Parties are unable to voluntarily resolve a dispute in the time prescribed above, then they must resolve the dispute in a cost-effective manner through binding, non-appearance-based arbitration.

The arbitration will be administered in the state of New York through an established alternative dispute resolution provider, such as JAMS, NAM, or the American Arbitration Association.

Any arbitration instituted under these Terms will be limited to the dispute between the parties individually. To the full extent permitted by law:

- No arbitration shall be joined with any other proceeding;
- No dispute may be arbitrated on a class-action basis or to utilize class action procedures; and
- No dispute may to be brought in a purported representative capacity on behalf of the general public or any other persons.

Notwithstanding any of the foregoing, agree the following disputes are not subject to the mandatory binding arbitration provisions above:

- Any disputes seeking to enforce or protect, or concerning the validity of, any of our intellectual property rights or the intellectual rights of any third-parties;
- Any disputes related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and
- Any claim for injunctive relief.

If this provision is found to be illegal or unenforceable, then any such dispute that may not be subject to arbitration will be decided by a court of competent jurisdiction.

15. CHARGEBACKS & COLLECTION FEES.

A. Chargebacks. Initiating a chargeback to the credit card used to purchase this Course will be considered an immediate breach of these Terms and will result in the immediate

loss of access to the Course and Course Materials and the termination of the License granted to You under Section 8 of these Terms.

If You breach these Terms by initiating a chargeback, **You will be assessed a \$500 “Chargeback Fee”**. You understand and agree that in the event of a chargeback, it may be impossible for Us to predict the exact time and costs associated with resolving any such fraudulent chargeback, therefore the Chargeback Fee constitutes a fair and reasonable sum under the circumstances and is not a penalty.

B. COLLECTION EFFORTS. If, as a result of any chargeback or failure to pay course fees in full, We are required to pursue collection efforts to collect any Course fees due to Us, then You will be responsible for all such costs, including, but not limited to, reasonable attorney's fees and court costs.

16. INDEMNIFICATION. To the extent permissible under New York law, You agree to defend and indemnify Us and hold us harmless against any and all legal claims and demands, (including reasonable attorney's fees), which may arise from or relate to Your participation in the Course, Your use or misuse of the Course Hosting Platform, Your breach of these Terms, or any of Your conduct or actions in connection with the Course.

17. NO WARRANTIES. You agree that Your participation in the Course and your use of the Course Hosting Platform is done at Your sole and exclusive risk.

WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY.

We make no warranties that the Course, the Course Materials, or the Course Hosting Platform that We have selected will meet Your needs, or that the Course, Course Materials, or the Course Hosting Platform that We have selected will be uninterrupted, error-free, or secure.

We also make no warranties as to the reliability or accuracy of any information in the Course or in the Course Materials.

You agree that any damage that may occur to You or Your computer system because of Your participation in the Course is Your sole responsibility and that We are not liable for any such damage or loss.

18. LIMITED LIABILITY. To the fullest extent permissible by New York law, We are not liable for any damages that may occur to You as a result of your participation in the Course or your use of the Course Hosting Platform.

If, regardless of the previous paragraph, liability is assessed by a court of competent jurisdiction, the maximum liability of Course Provider arising from or relating to these Terms is limited to the greater of one hundred (\$100) US Dollars, or the amount You paid to Us in the last six (6) months.

This section applies to all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

19. YOUR PRIVACY. By virtue of Your participation in the Course, We may receive certain information about You, including, Your name and Your email address. This information will be provided by You during the Course checkout process.

By participating in the Course You give Us the express permission to use this information to contact You for all Course-related matters. You also agree to receive promotional email from Us and from Smolyar Law about products or services We think may interest You, and about business law in general. WE WILL NEVER SPAM YOU. You will have the opportunity to opt out of all emails.

However, please note that to receive Course updates, information about any Course Hosting Platform changes, and information about Course discontinuation, You must ensure that We have an up-to-date email address for You and that You have whitelisted our email address, hello@startsmartlegal.com.

You further understand that all changes to these Terms are in full force and effect immediately upon posting to the Course website or inside the Course Hosting Platform.

20. MISCELLANEOUS TERMS.

- A. Amendments.** We may, from time to time, and at any time without notice to You, make changes to these Terms. You agree that We have the right to make these changes. Any such changes will replace any prior version of these Terms unless prior versions are specifically referred to or incorporated into the latest changes.
- B. No Assignment.** Your rights and obligations under these Terms may not be assigned to any other party.
- C. Titles and Headings.** The titles and headings that are used in these Terms are for reference purposes only and must not be used to interpret these Terms.
- D. Language.** The Course will only be offered in the English language. Furthermore, all communications made or notices given pursuant to these Terms will be in the English language.
- E. Construction.** The language in these Terms should be construed according to its fair meaning, and the normal rule of construction (i.e.: that any ambiguities are to be resolved against the drafting party) should not be used in the interpretation of these Terms.
- F. Entire Agreement.** These Terms contain the entire understanding between You and Us regarding Your access to and use of the Course and the Course Materials.
- G. Severability.** Each provision in these Terms must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Terms will remain in full effect.

- H. Applicable Law and Venue.** These Terms will be governed by the laws of the state of New York. Any lawsuit arising directly or indirectly out of these Terms or any services provided by us must be resolved in a state or federal court located in New York and you agree to submit to the personal jurisdiction of any such court.
- I. Force Majeure.** We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Effective Date: September 1, 2022