

Policy & Procedure Manual

License Agreement and Restrictions

READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS MANUAL/CD-ROM OR ELECTRONIC VERSIONS. USING THIS MATERIAL INDICATES YOUR ACCEPTANCE OF THESE TERMS.

LICENSE. The materials that are the subject of this Agreement (hereinafter referred to as the “Licensed Materials”) shall consist of printed materials, electronic information, audio or video information or published information in any form by Becky Dorner & Associates, Inc. (hereinafter referred to as BD&A). Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks and service marks relating thereto remain with BD&A. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this agreement. In consideration of payment, BD&A hereby grants Licensee a non-exclusive, non-transferable, and revocable License to make permitted use of the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

USAGE. The Licensee shall ensure that only Authorized Users are permitted access to the Licensed Materials. Licensee may install and/or use Licensed Materials based on the agreed upon number of Authorized Users per terms of the Purchase Agreement, Letter of Agreement or Invoice. Licensee is not permitted to make unauthorized copies, alterations or modifications to the Licensed Materials unless specified in the Users’ Manual or by prior written authorization of BD&A. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the licensed materials in any form.

MATERIAL CONTENT. The Licensed Materials are provided for your own personal, educational non-commercial use as a resource aid only. If you intend to use this material for the nutritional needs of an aged, sick or injured person or a person who suffers from a chronic disorder or disease, you should first consult that person’s physician or physicians and if none, a physician who practices in the applicable field of medicine.

The Licensed Materials are in the nature of general concepts and, therefore, where its use may be appropriate for one person, its use may not be appropriate for another. The Licensed Materials are not intended to be a substitute for professional medical advice. Consequently, BD&A shall not be liable for any loss or damage directly or indirectly to the Licensee or Authorized Users of any material or information contained in the licensed materials.

LIMITATIONS ON WARRANTIES. BD&A shall not be liable to the Licensee for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits arising directly or indirectly from or in connection with the license granted under this Agreement. The foregoing applies regardless of whether the claim or damages result or arise under breach of contract, tort, or any other legal theory.

BD&A makes no representation or warranty and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an “as is” basis, and BD&A disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. BD&A makes no warranties respecting any harm that may be caused by the transmission of computer virus, worm, time bomb, logic bomb or other such computer program. BD&A further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

ACKNOWLEDGEMENT. LICENSEE AND AUTHORIZED USERS ACKNOWLEDGES THAT THEY HAVE READ THIS LICENSE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS/CONDITIONS.

COPYRIGHT 2026, 2023, 2021, 2019, 2017, 2013, 2010, 2008, 2005, 2000, 1999, 1995, 1990 by Becky Dorner & Associates, Inc., all rights reserved. With the exceptions indicated in this agreement, no part of the Licensed Materials may be distributed, copied, modified, or revised without the prior written consent of the Becky Dorner & Associates, Inc. for commercial use or financial gain. **If the Licensee wishes to purchase a License for additional material reproduction or distribution, contact Becky Dorner & Associates, Inc. at info@beckydorner.com.**