



TERMS OF SERVICE

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SITE USE

Information provided on the Site and related to our service of Business Coaching (the “Service”) is subject to change. Company makes no representation or warranty that the information provided is accurate. In order to use the Site and Service, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to Company will always be accurate, correct and up to date. You shall only be allowed to provide your own personal information and not the information of others. You may use the Site and Service for lawful purposes only. You shall not post on the Site anything that is false, defamatory, misrepresenting, or would interfere with or restrict any other user from using the Site. This includes, but is not limited to, posting anything unlawful, obscene, libelous, indecent, invasive of privacy, or anything that would cause the potential for civil liability or criminal charges. Failure to comply with the terms and conditions listed here may cause you to be removed from the Site.

INTELLECTUAL PROPERTY

The Site and Service contain intellectual property owned by Company, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Company name, logo, all designs, text,

graphics, other files, and the selection and arrangement thereof. You may not use in any format whatsoever any of the Site or Service content or intellectual property, in whole or in part without our prior written consent. Any copyright infringement will result in legal action taken on behalf of the Company.

LIMITATION OF LIABILITY

Under no circumstances, including, but not limited to, negligence, shall we, our subsidiary and parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the site, including its materials, products, or services, or third-party materials, products, or services made available through the site, even if we are advised beforehand of the possibility of such damages. (Because some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. In such states, our liability and the liability of our subsidiary and parent companies or affiliates is limited to the fullest extent permitted by such state law.) You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with the site, any materials, products, or services on the site, or with any of the site's terms and conditions, your sole and exclusive remedy is to discontinue using the site and the products, services and/or materials. This site is continually under development and company makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose.

PARTICIPANT

Acknowledges and agrees that no representation has been made by Lindsay Weisenthal, Soul Rising LLC or its affiliates and relied upon as to the future income, expenses, sales volume or potential profitability that may be derived from the participation in this program.

THIRD PARTIES

The Site and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the information or services of these third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Company. Unless otherwise stated, these Terms and Conditions only cover the

use of this Site. Any other link will be covered by the terms and conditions of that specific site. You acknowledge and accept that we are not responsible for the terms or practices of third parties. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all claims, actions or demands, liabilities and settlements, as well as third party claims and causes of action, including, without limitation, attorneys' fees, resulting from your violation of these Terms and Conditions, or any use by you of the Site or Service. You shall bear the sole financial burden in connection with any such defense, including, without limitation, providing us with such information, documentation and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

GOVERNING LAW AND JURISDICTION

This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of the state of Illinois, regardless of the conflict of laws principles thereof.

LIMITATION OF LIABILITY

In no event shall the Supplier (Lindsay Weisenthal) be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. Lindsay Weisenthal warrant that the Materials will be of satisfactory quality but do not warrant that the Materials will be error free.

DEFINITIONS

You may be referred to as either the 'client', 'customer', 'student' or 'participant'. All of the courses offered by Lindsay Weisenthal may be referred as 'the course' or 'the program'. Programs refers to this home-study program as distance learning course materials. For clarity, the terms 'self study course' are interchangeable and refer to any course that you study at home and not in a physical property or in a venue with Lindsay Weisenthal present. The terms 'materials', 'modules', 'downloads', 'lessons' and 'coursework' refer to the

electronic documents, videos & supporting information that are provided for your studies.

ORDER CONFIRMATION

We will email you to confirm the placement of your order and with details concerning product delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

CANCELLATIONS, REFUNDS AND CHARGEBACKS

No refunds are available once Client signs the contract between the Client and Lindsay Weisenthal, Soul Rising LLC. In the event that Client terminates services prior to the completion of the Services, Client shall be responsible for the entire fee set forth herein. To the extent that Client provides Company with Credit-Card information for payment on Client's account, Company shall be authorized to charge Client's Credit-Card for any unpaid invoices. If client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith.

LATE FEES: Lindsay Weisenthal, Soul Rising LLC shall charge a two-percent (2%) late penalty to all balances that are not paid in a timely manner by Client.

PRODUCT DESCRIPTION

We endeavor to describe and display the Service as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Site is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

COPYRIGHT AND CODE OF CONDUCT

This agreement is part of the general terms and conditions that you accept when you enroll. You promise to not copy, resell, publish or otherwise distribute any of

the course materials given to you. You promise to conduct yourself in a professional manner when using the Facebook support group.

GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be construed in accordance with, and governed by, the laws of the province of Ontario exclusive of its choice of law rules. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms and Conditions first by good faith negotiation. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Norwalk, Connecticut, USA and any such award shall be binding on the parties. The prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

MISCELLANEOUS

Should any provision of these Terms and Conditions be or become invalid, illegal, or unenforceable under applicable law, the other provisions shall not be affected and shall remain in full force and effect. These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable; any transfer, assignment or delegation by you is invalid. These Terms and Conditions constitute the entire agreement between the parties with respect to its relationship and supersede all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. No waiver of any of the provisions shall bind either party unless set forth in a writing specifying such waiver, consent or amendment signed by both parties. The headings of these Terms and Conditions are provided for convenience only and shall not affect its construction or interpretation. By using the Site, you agree to these Terms and Conditions, without modification, and acknowledge reading them. We reserve the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms and Conditions on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms and Conditions with the modifications.

CHILDREN

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions.

OTHER TERMS

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