

# TERMS AND CONDITIONS

## 1. INTRODUCTION

Thank you for visiting our website (“Website”), located at <https://ultimate.life>, and our subsequent pages located at [ultimate.life/subdomain](https://ultimate.life/subdomain); (subdomain changes based on the product/use of the page) owned and operated by Ultimate Life Technologies, LLC (the “Company”). These terms also include:

## 2. PRIVACY AND YOUR ACCOUNT

Please review our *Privacy Policy*, which also governs your visit to the Website, to understand our privacy practices.

If you are under 18, you may use the Website only with the involvement of a parent or guardian. We reserve the right to refuse service, terminate accounts, remove, or edit content, or cancel orders in our sole discretion.

## 3. CONSIDERATION

You agree that these Terms and Conditions are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and data, materials, and information available at or through the Website.

## 4. RESTRICTIONS ON USE; INTELLECTUAL PROPERTY

All content contained on the Website (collectively, “Content”), such as text, graphics, logos, icons, images, audio and video clips, digital downloads, data compilations, and software, is our property or the property of our licensors or licensees, and the compilation of the Content on the Website is our exclusive property, protected by United States and international copyright laws, treaties, and conventions. All software used on the Website is our property or the property of our software suppliers and protected by United States and international copyright laws, treaties, and conventions.

Any trademarks, service marks, graphics, logos, page headers, icons, scripts and trade names (each, a “Mark”) contained on the Website are proprietary to us or our licensors or licensees. Our Marks may not be used in connection with any product or service that is not ours in any manner that is likely to cause confusion among users or that disparages or discredits us or anyone else. All

other Marks not owned by us that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

We grant you a limited license to access and make personal use of the Website. No Content of the Website or any other Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, downloaded (other than page caching), uploaded, posted, transmitted or distributed in any way, or sold, resold, visited, or otherwise exploited for any commercial purpose, except that you may download the Content that we make available to you for such purposes for your personal, noncommercial, home use only, provided that you: (a) keep intact all copyright, trademark and other proprietary rights notices; (b) do not modify any of the Content; and (c) do not use any Content in a manner that suggests an association with any of our products, services or brands. Your use of Content on any other website or computer environment is strictly prohibited.

The license granted to you does not include, and specifically excludes, any rights to: resell or make any commercial use of the Website or any Content; collect and use any product listings, descriptions, or prices; make any derivative use of the Website or Content; download or copy account information for the benefit of anyone else; or use any form of data mining, robots, or similar data gathering and extraction tools. You may not frame, or utilize framing techniques to enclose, any Mark, Content, or other proprietary information, or use any meta tags or any other “hidden text” utilizing any such intellectual property, without our and each applicable owner’s express written consent. Any unauthorized use automatically terminates the license granted to you hereunder.

## 5. USE AND PROTECTION OF PASSWORD AND ID

Company will grant you access to certain areas of the Website. Users may be invited to a free, private Facebook page that is only accessible once a user signs up and completes a registration. Furthermore, Company maintains membership levels that are protected by name and password in the membership website, Ontraport.

Each user is responsible for maintaining their own password and ID to access and use the Website, and Company shall have no obligation to investigate the authorization or source of any such access or use. **YOU ACKNOWLEDGE AND AGREE THAT AS BETWEEN YOU AND COMPANY, YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE WEBSITE BY ANYONE USING YOUR PASSWORD AND ID WHETHER OR NOT SUCH ACCESS TO AND USE OF THE WEBSITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING FINANCIAL OBLIGATIONS FOR PURCHASES THROUGH THE WEBSITE) THAT MAY RESULT FROM SUCH ACCESS OR USE.**

You are solely responsible for protecting the security and confidentiality of your password and ID. You shall immediately notify Company of any unauthorized use of your password or ID, or any other breach or threatened breach of the Website’s security of which you are aware. You will be responsible for any activity conducted under your password or ID.

## 6. SYSTEM REQUIREMENTS

Use of the certain areas of the Website requires Internet access, audio manager software or other software allowing the downloading and storing of audio and audio-visual files in MP3 or other digital format (the “Software”), and, for certain downloadable content, a compatible player device (the “Device”). Company may, at any time and from time to time, in its sole discretion, modify, revise, or otherwise change the system requirements for the Website and the format of any downloadable content, in whole or in part, without notice or liability to you.

Internet access, use of the Software, or use of a Device may result in fees in addition to any fees incurred on the Website. Software and Devices may require you to obtain updates or upgrades from time to time. Your ability to use the Website may be affected by the performance of the Software, the Device, or your Internet connection. You acknowledge and agree that it is your sole responsibility to comply with the system requirements of your Software and Device, as in effect from time to time, and to maintain, update, and upgrade your Software and Devices, including the payment of all Internet access, Software, and Device fees without recourse to Company.

## 7. SUBMISSIONS; RELEASE

On our private Facebook page, you may post reviews, testimonials, comments, photographs, videos, and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, so long as none of these materials are illegal, obscene, threatening, defamatory, invasive of privacy, infringing on intellectual property rights, or otherwise injurious to third parties or objectionable and do not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate anyone, or otherwise mislead as to the origin of any content. We reserve the right (but not the obligation) to remove or edit any such content, but we do not regularly review posted content.

Please do not send us any material that you do not intend to be subject to the User-Generated Content License described in this paragraph. All content described in the immediately preceding paragraph and any and all other information, content or materials that you post or send to us hereinafter collectively is referred to as “User-Generated Content.” If you post or send any User-Generated Content to us, intentionally or unintentionally, we (and such others as we may designate from time to time) shall have the unrestricted rights to the use thereof for any and all purposes whatsoever, commercial or otherwise, without any further permission from, or any payment to, you or anyone else. We and our designees also shall have the right (but no obligation) to use the name that you submit, as well as any other name by which you are or may be known, in connection with User-Generated Content. Without limiting the generality of the foregoing, you hereby unconditionally grant to us a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable universal license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, download, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform User-Generated Content, in whole or in part, by all means

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You represent, warrant and agree that: you own or otherwise control all of the rights to all User-Generated Content that you post or send to us; that all such User-Generated Content is accurate; use of such User-Generated Content does not violate these Terms and Conditions, our Privacy Policy or the rights of any third party and will not cause injury to anyone; and you will indemnify us and our affiliates and designees from and against all claims arising out of, resulting from or relating to any such User-Generated Content. **We have the right (but no obligation) to monitor, edit or remove any activity or content involving you. We have no responsibility, and assume no liability, for any User-Generated Content posted or sent by you or by anyone else.**

You agree that User-Generated Content will not be subject to any expectation of trust or confidence between us and that no confidential or fiduciary relationship is intended or created between you and us. To the extent that any so-called “moral rights,” “neighboring rights” or similar or analogous rights apply to any User-Generated Content, and which are not exclusively owned by us, you agree not to enforce or assign, or permit any third party to enforce or assign, any such rights.

Each time that you access the Website, or post or submit User-Generated Content, you agree that the User-Generated Content License is ratified and confirmed with respect to such User-Generated Content and all User-Generated Content previously posted or submitted by you.

You acknowledge and agree that any Submissions you post on the Website may be used by the Company at Company’s discretion.

By using Company’s Website and/or participating in any Company activities, I hereby grant Company the irrevocable right and permission to photograph and/or record me in connection with Company activities and to use any photographs, recordings, quotes, etc. for promotional purposes. I waive any right to inspect or approve the use of the photograph, recording, quotes, etc. and acknowledge and agree that the rights granted to this release are without compensation of any kind.

## 8. CONTENT LINKED TO THE WEBSITE

You should be aware that when you visit the Website, you could be directed to other sites beyond our control including links to or from affiliates and content partners that may use our Marks as part of an affiliate relationship. When you click on a link that directs you away from the Website, the site to which you are directed may not be controlled by us and different Terms and Conditions and privacy policies may apply which you should carefully read and evaluate. You acknowledge that we are not responsible for examining or evaluating, and that we do not warrant the offerings of, any such third party or the content of their sites. We do not assume any responsibility or liability for the actions, products, or content of any third party or any third-party site. We reserve the right to disable links from or to third-party sites, although we are under no obligation to do so.

## 9. WARRANTIES

You acknowledge that you are not relying upon any warranties, promises, guarantees, or representations made by us or anyone acting or claiming to act on behalf of us unless it is in writing and made a part of this Terms and Conditions.

All advertising materials and all prior representations or agreements, if any, whether oral or written, are hereby superseded by this Terms and Conditions. This Terms and Conditions contains the entire understanding and agreement between Company and you and no addition or modification of any terms shall be effective unless set forth in writing and signed by Company and you. No one other than Company has authority to modify the terms of this agreement.

You understand and agree to respect the intellectual property, materials and all content provided to you during the program and acknowledge this intellectual property is protected by Copyright, Trademark and Service Marks. Further, you acknowledge that any materials provided to you from Company are for your personal use only. You may not sell, advertise, recreate, or distribute any of Company's materials. Your use of any materials, whether free or at cost to you, including registration in any program (e.g., coaching, retreats, etc.) indicates your acceptance of the above terms and conditions. Thus, you acknowledge and agree that any and all Webinars and/or Zoom coaching and training sessions are recorded for training purposes and shared within the Ultimate Life community only.

## 10. DISCLAIMER OF WARRANTIES

THE CONTENT ON THE WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY CONTENT (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF ANY OF YOUR EQUIPMENT OR SOFTWARE. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING USE, OR THE RESULTS OF USE, OF ANY CONTENT, PRODUCT OR SERVICE CONTAINED ON OR OFFERED, MADE AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO THE WEBSITE INCLUDING, WITHOUT LIMITATION, ANY THIRD-PARTY SITE OR SERVICE LINKED TO FROM THE WEBSITE (AND SPECIFICALLY NO REPRESENTATION OR WARRANTY OF CORRECTNESS, ACCURACY, COMPLETENESS, RELIABILITY OR SAFETY).

WE EXPLICITLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR AVAILABILITY OF INFORMATION, CONTENT AND MATERIALS

FOUND ON SITES THAT LINK TO OR FROM THE WEBSITE. WE CANNOT ENSURE THAT YOU WILL BE SATISFIED WITH ANY PRODUCT OR SERVICE THAT YOU PURCHASE FROM A THIRD-PARTY WEBSITE THAT LINKS TO OR FROM THE WEBSITE OR THIRD-PARTY INFORMATION, CONTENT OR MATERIALS CONTAINED ON OUR WEBSITE. WE DO NOT ENDORSE ANY OF THE MERCHANDISE, NOR HAVE WE TAKEN ANY STEPS TO CONFIRM THE ACCURACY, COMPLETENESS OR RELIABILITY OF, ANY OF THE INFORMATION, CONTENT OR MATERIALS CONTAINED ON ANY THIRD-PARTY WEBSITE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION, CONTENT OR MATERIALS (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION) YOU MIGHT BE REQUESTED TO GIVE TO ANY THIRD PARTY. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL CLAIMS AGAINST US WITH RESPECT TO INFORMATION, CONTENT AND MATERIALS CONTAINED ON THE WEBSITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT), ON THIRD PARTY SITES, AND ANY INFORMATION, CONTENT AND MATERIALS YOU PROVIDE TO OR THROUGH ANY SUCH THIRD-PARTY SITES (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION). WE STRONGLY ENCOURAGE YOU TO MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY ONLINE OR OFFLINE TRANSACTION WITH ANY THIRD PARTY.

THE WEBSITE AND PRODUCTS/SERVICES CONTAINED THEREON ARE NOT SUBSTITUTES FOR THE ADVICE AND TREATMENT OF A LICENSED HEALTH CARE PROFESSIONAL. NOT ALL PRODUCTS AND SERVICES ARE SUITED FOR EVERYONE. THE CREATORS OF ANY PRODUCTS/SERVICES DO NOT ASSUME, AND SHALL NOT HAVE, ANY LIABILITY TO USERS FOR INJURY OR LOSS IN CONNECTION THEREWITH. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY CONCERNING ANY TREATMENT OR ANY ACTION FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE WEBSITE. IF YOU HAVE SPECIFIC CONCERNS OR A SITUATION IN WHICH YOU REQUIRE PROFESSIONAL OR MEDICAL ADVICE, YOU SHOULD CONSULT WITH AN APPROPRIATELY TRAINED AND QUALIFIED SPECIALIST, SUCH AS A LICENSED PSYCHOLOGIST, PHYSICIAN OR OTHER HEALTH PROFESSIONAL. NEVER DISREGARD THE MEDICAL ADVICE OF A PSYCHOLOGIST, PHYSICIAN OR OTHER HEALTH PROFESSIONAL, OR DELAY IN SEEKING SUCH ADVICE, BECAUSE OF THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE WEBSITE.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU EXPRESSLY AGREE TO RELEASE AND DISCHARGE ALL INDEMNIFIED PARTIES (AS DEFINED BELOW) FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND YOU AGREE TO VOLUNTARILY GIVE UP AND IRREVOCABLY WAIVE AND RELEASE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ANY INDEMNIFIED PARTY FOR PERSONAL INJURY OR PROPERTY DAMAGE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## 11. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold us, and our licensors, licensees, successors, distributors, agents, representatives and other authorized users, and each of their respective officers, directors, owners, managers, members, employees, agents, representatives and assigns (collectively, the “Indemnified Parties”), harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, settlement costs and legal or other fees and expenses) suffered or incurred by any of the Indemnified Parties arising out of, in connection with or related to any breach or alleged breach by you of these Terms and Conditions. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of the settlement and disposition of any claim that is subject to indemnification by you.

## 12. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM: (A) THE USE OF, OR ANY INABILITY TO USE, THE WEBSITE OR ANY CONTENT OR FUNCTIONS THEREOF; OR (B) ANY ACT OR OMISSION, ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR ANYONE ELSE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) THAT YOU MAY SUFFER OR INCUR, UNDER ANY THEORY OF LIABILITY, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF THE AMOUNT PAID BY YOU IN THE PRECEDING TWELVE (12) MONTHS, IF ANY, FOR THE RIGHT TO ACCESS OR PARTICIPATE IN ANY ACTIVITY RELATED TO THE WEBSITE OR \$10.00 USD.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY EVENT OF FORCE MAJEURE OR OTHER CAUSE BEYOND OUR OR THEIR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS,

GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES. NEITHER WE NOR ANY OTHER INDEMNIFIED PARTY IS RESPONSIBLE OR LIABLE FOR: (A) ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND ANY SITE, SERVICE, SOFTWARE OR HARDWARE; OR (B) ANY DELAY OR FAILURE YOU MAY EXPERIENCE WITH ANY TRANSMISSION OR TRANSACTION RELATED TO THE WEBSITE.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS HEREIN AND ELSEWHERE IN THESE TERMS AND CONDITIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

APPLICABLE LAW MAY NOT ALLOW CERTAIN OF THE EXCLUSIONS, LIMITATIONS, OR DISCLAIMERS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

## 13. COPYRIGHT COMPLAINTS

We respect the intellectual property rights of others. If you believe that your work has been copied on the Website in a way that constitutes copyright infringement, please follow our *Notice and Procedure for Making Claims of Copyright Infringement*.

## 14. AMENDMENT

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms and Conditions at any time without notice, and it is your responsibility to review these Terms and Conditions for any changes. Your use of the Website following any change to these Terms and Conditions will constitute your assent to and acceptance of the revised Terms and Conditions.

## 15. TERMINATION

These Terms and Conditions are effective until terminated by either you or us. You may terminate these Terms and Conditions prospectively at any time by discontinuing your access to and use of the Website and destroying all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms and Conditions or otherwise. If you terminate these Terms and Conditions, you shall notify us by sending notice of such termination, in writing to [gameon@ultimate.life](mailto:gameon@ultimate.life)

We may terminate these Terms and Conditions (including your access to and use of the Website) without cause and without notice to you, in our sole discretion. Upon termination, you must cease any access to or use of the Website and destroy all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms



and Conditions or otherwise. We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these Terms and Conditions, which by their nature should survive the termination of these Terms and Conditions, shall survive such termination.

## 16. APPLICABLE LAW AND DISPUTE RESOLUTION

These Terms and Conditions, your rights and obligations, our rights and obligations, and all actions contemplated by these Terms and Conditions, will be governed by the laws of the United States of America and the State of New York, without regard to principles of conflicts of law and as if these Terms and Conditions were a contract wholly entered into and wholly performed within the State of New York. Any dispute or controversy arising out of or related to these Terms and Conditions shall be submitted to binding arbitration with the American Arbitration Association in accordance with the then prevailing Commercial Dispute Resolution Rules and Procedures and the Fee Schedule in effect at the time the claim is filed.

## 17. ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail, text message (SMS), or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 18. PRICING, REFUNDS, AND TRANSFER

All responsibilities regarding payment remain with the original party. You may not defer, postpone, change the date, or transfer your enrollment. This program is non-refundable unless you fully participate in the entire program for the first thirty (30) days and are unsatisfied.

Each participant reserves the right to apply for a refund if he or she is not satisfied with the results from the program following the first thirty (30) days. To be eligible for a refund, a participant must fully participate in the first thirty (30) days of the program (i.e., attend all sessions at designated times, watch replays of any missed sessions, and complete any assigned work, where applicable). If you are not completely satisfied with the program after meeting these requirements, you may request a refund in writing to [gameon@ultimate.life](mailto:gameon@ultimate.life)

However, during Level 2 of the program you are paying for a total of nine (9) pre-recorded lessons/training modules, weekly live Laser Coaching Gyms, Player's Guides, and access to our scorecard. There are no refunds for missed sessions or technology glitches.

All Pricing is subject to change without notice and is not guaranteed until an order is completed, processed, and accepted by Company. Program schedules and content are planned but not guaranteed and may be subject to change.

## 19. MISCELLANEOUS

We may discontinue the Website at any time and for any reason, without notice. We may change the contents, operation, or features of the Website at any time for any reason, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of the Website. Nothing contained in these Terms and Conditions is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Our failure to enforce any provision of these Terms and Conditions or respond to a breach by you or others shall not constitute a waiver of our right to enforce any other provision of these Terms and Conditions as to that breach or any other.

If any provision of these Terms and Conditions is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

These Terms and Conditions constitute the entire agreement between you and us regarding the Website and supersedes any prior or contemporaneous agreement regarding that subject matter.

# NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is LOVE LAW FIRM, PLLC who can be reached as follows:

By Mail: LOVE LAW FIRM, PLLC, 1936 Hempstead Tpke, Suite 116, East Meadow, NY 11554.

By Phone: 516.697.4828

By E-mail: [info@lovelawfirmpllc.com](mailto:info@lovelawfirmpllc.com)