

**Shae Leonard Wellness LLC On-Line Business
Mentorship, Courses, Trainings, and Resources
Terms and Conditions Agreement and Disclaimer**

This On-Line Business Mentorship, Courses, Trainings, and Resources Terms and Conditions Agreement and Disclaimer ("Agreement") is made by and between Shae Leonard Wellness, LLC, a business organized pursuant to the laws of the State of Texas ("Shae Leonard Wellness") and the below Customer.

AGREEMENT

Customer wishes to engage the services of Shae Leonard Wellness to provide online resources, webinars, pre-recorded trainings, and associated "homeworks" which shall be available to Customer for viewing for a period of twelve (12) months from the date of initial payment. By registering, purchasing, using and/or continuing to use the Program and/or Program Materials sold by Shae Leonard Wellness, Customer agrees to be bound by the terms and conditions of this Agreement as follows:

1. DEFINITIONS

"Program" will include instruction, tutoring and coaching with the focus on building and establishing an online consulting business.

"Program Material(s)" include information and content provided to Customer as part of the Program.

"Customer" shall include any person, business or entity who registers for the Program including any employee and/or agent of such business or entity and who has timely paid all fees and costs. To be a Customer, you must be 18 years or older and by entering into this Agreement you represent that you are at least 18 years old and agree to be bound by these terms and conditions. If executing this Agreement on behalf of a business or entity, you represent that you have the actual authority to enter into this Agreement and bind your business or entity to the terms and conditions contained herein.

"Commencement Date" means the date that the initial fee is paid.

"Services" shall include, the Program, webinar modules, videos and any Program Materials provided to Customer.

"Subscription Period" shall include the 12-month period immediately following the Commencement Date.

2. COMMENCEMENT AND DURATION-

This Agreement shall begin on the Commencement Date and shall continue for the duration of the Subscription Period unless otherwise cancelled as set forth below. Customer shall have 12 months to view all training modules and videos in the Program. Customer's access to the Program will expire after 12 months from the Commencement Date whether or not Customer has accessed and/or viewed any or all of the Webinar modules and videos in the Program.

3. SERVICE FEES

To enroll in the Program, Customer must pay the required Service Fee in full.

4. LICENSE

4.1 Subject to the terms and conditions set forth in this Agreement, Shae Leonard Wellness grants Customer a non-exclusive, non-transferable, limited license to access and view the Program from time to time as made available to Customer for the duration of the Subscription Period. The right to view the Program and access Program Materials is limited to Customer only and the Program and/or Program materials shall not be reproduced, copied, downloaded, recorded or replayed without the express written authorization of Shae Leonard Wellness. Accordingly, Customer is prohibited from downloading, recording, storing, reproducing, transmitting, displaying, printing, copying, selling or distributing the Program or Program materials.

4.2 All right, title, and interest (including all copyrights and other intellectual property rights) in the Program or Program Materials belong to the Shae Leonard Wellness and Customer and shall not acquire any ownership interest, copyright or other intellectual property rights or proprietary interest in the Program or Program Materials or copies thereof.

4.3 Customer shall not record or reproduce for sale, download/post to the Internet or otherwise misappropriate the Program or Program Material in any fashion or do anything that infringes on Shae Leonard Wellness's proprietary ownership or copyright interest.

4.4 Customer may not remove or obscure any Shae Leonard Wellness badge, icon, label, trademark, watermark or other notice contained in the Program or Program Materials

5. ACCESS TO SERVICES

5.1 Only Customer or any authorized employee or agent of Customer shall be entitled to access the Program and/or Program Materials.

5.2 Content and features of the Program and/or Program Materials may be added to or withdrawn or changed by Shae Leonard Wellness without notice.

5.3 Customer shall ensure that each person having access to the Program and/or Program Materials is: (a) authorized to access the Program and/or Program Materials; and (b) is bound by and shall otherwise comply with the terms and conditions of this Agreement; and (c) has paid the Service Fee in full.

5.4 It is an express term of this Agreement that Customer shall advise Shae Leonard Wellness of the number of authorized users who will be accessing the Program and/or Program Materials. Shae Leonard Wellness may charge additional Service Fees based on the number of additional authorized users. In the event Customer fails to notify Shae Leonard Wellness of the correct number of authorized users, Customer agrees that Shae Leonard Wellness shall be entitled to treat such failure as a material breach of this Agreement, terminate this Agreement immediately and pursue Customer

for additional Service Fees as well as any/all direct and consequential losses arising from Customer's breach of this Agreement.

5.5 All reasonable efforts will be made to ensure that the Program and/or Program Materials will be accessible to Customer at all reasonable times. However, Shae Leonard Wellness shall not be responsible for circumstances beyond its control which may affect Customer's ability to view or access the Program and/or Program Materials and Customer agrees that there will be no right to any refund or reimbursement in such circumstances.

5.6 Customer consents to Shae Leonard Wellness monitoring Customer's access to the Program and/or Program Material, including the tracking of computer usage and/or IP addresses to ensure against the unauthorized use, copying or dissemination of the Program and/or Program Materials.

6. TERMINATION BY LLC NAME

Shae Leonard Wellness may terminate or suspend its performance of all or part of its obligations under this Agreement immediately and without liability for compensation or damages if: (a) Customer fails to comply with the terms and conditions of this Agreement; (b) Customer makes or issues any communication which is defamatory or which portrays Shae Leonard Wellness in a negative light or which, in Shae Leonard Wellness's opinion, is harmful/potentially harmful or prejudicial to Shae Leonard Wellness in the market place; (c) Customer's unauthorized or improper use of Shae Leonard Wellness's Website or Web Platform; or (d) Customer engaging in any intentional or illegal act intended to harm or damage Shae Leonard Wellness.

7. CANCELLATION BY CUSTOMER

Customer's cancellation of and withdrawal from the Program is permitted by providing written notice to Shae Leonard Wellness with 24 hours of the initial payment. Customer who provide proper and timely notice of cancelation will be eligible to receive a refund of the Service Fee paid. Customers who fail to provide proper and timely notice shall not be eligible for a refund of the Service Fee paid, either in whole or pro rata.

8. LIMITATION OF LIABILITY

8.1 Shae Leonard Wellness makes no express or implied warranty regarding the Program, Program contents or Program Materials. The Program and Services provided by Shae Leonard Wellness are provided on an "AS IS" and "AS AVAILABLE" basis, and Shae Leonard Wellness makes no express or implied warranties under this Agreement, including without limitation, that the Program, Program contents, Program Materials or Services are complete, accurate and/or free from errors. Accordingly, Shae Leonard Wellness shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Program and/or Program Materials; (b) the unavailability or interruption of the Program and/or Program Materials or the supply of the Services, (c) Customer's use or misuse of the Program and/or Program Materials, (d) Customer's use of any computer, server, Internet service, Wi Fi system or other equipment in accessing or attempting to access the Program and/or Program Materials or Services, (e) the content of the Program and/or Program

Materials, (f) any delay or failure in performance beyond the control of Shae Leonard Wellness, or (g) any act, omission or negligence of any third party over which Shae Leonard Wellness has no control.

8.2 Shae Leonard Wellness's liability to Customer for any breach or alleged breach of any term or condition of this Agreement, for any breach or alleged breach of any express or implied warranty, for any act, omission or claim of negligence, or violation or alleged violation of any Federal, State or local law or statute, shall be limited to, at Shae Leonard Wellness's option, to either supplying the Program and/or Program Materials again to Customer or refunding the Service Fees paid by Customer either in whole or in part. Nothing in this Agreement is intended to exclude liability for death or personal injury resulting from any alleged negligence by Shae Leonard Wellness.

8.3 Shae Leonard Wellness's liability to Customer for loss or damage of any kind (including loss or damage caused by negligence), if any, shall be reduced to the extent that Customer caused or contributed to that loss or damage.

8.4 Customer agrees that in no circumstance should Shae Leonard Wellness be liable to Customer for any special, indirect, incidental or consequential damages of any kind, lost profits, lost wages, cover damages, punitive damages, liquidated damages, costs or recovery of attorneys' fees due to, resulting from or arising in connection with the Program, Program Materials and/or Services or the failure of Shae Leonard Wellness to perform any obligation under this Agreement.

8.5 The Program Materials and/or Services provided to Customer are for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgment or to provide legal advice with respect to particular circumstances.

8.6 Shae Leonard Wellness makes reasonable efforts to keep the Program and/or Program Materials up to date. However, Customer should obtain independent verification or advice before relying upon any information contained in the Program and/or Program Materials in circumstances where loss or damage may result.

8.7 Any password or ID number issued by Shae Leonard Wellness to Customer is personal and confidential to that Customer. If Shae Leonard Wellness suspects that any password or ID is being used by an unauthorized user, Shae Leonard Wellness reserves the right to cancel or disable the Password or ID number.

8.8 Shae Leonard Wellness shall be entitled to recover from Customer all costs and expenses, including the recovery of reasonable attorneys' fees, associated with any dispute arising between Shae Leonard Wellness and Customer including any dispute or litigation arising out of this Agreement.

9. TESTIMONIALS

Shae Leonard Wellness solicits testimonials from customers to provide comments, feedback and information from their experience with Shae Leonard Wellness's Program. By executing this Agreement, Customer agrees to permit Shae Leonard Wellness to use, publish, post, and/or communicate any testimonial and otherwise grants Shae Leonard Wellness a royalty-free, perpetual, non-exclusive, unrestrictive, worldwide license to use, distribute, post, advertise, communicate, transmit, copy, edit, exploit or otherwise publicly disseminate any communication or testimonial submitted by Customer, in whole or in part, with or without identifying Customer as the author of the original post or comment. If Shae Leonard Wellness so chooses to identify Customer, Customer also grant Shae Leonard Wellness the right to identify Customer as the author of any communication or testimonial, by name, initials, email address, screen name, or any other reasonable manner of identification.

Any and all testimonials used for the purpose of engaging Customer into purchasing the programs, resources, trainings, and coaching provided by Shae Leonard Wellness do not in any way guarantee that the Customer will experience similar results.

10. REPRODUCTION AND COMPETITION RESTRICTION.

The Program and Program Materials is for the use of the Customer or other authorized user only and may not be replicated, copied or transmitted to any third party for sale or any other commercial use or purpose without our prior written consent of Shae Leonard Wellness. Customer shall not copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained in the Program or the Program Materials for sale or other commercial purpose other than as permitted by this Agreement. In addition, Customer is prohibited for a period of eighteen (18) months after the Commencement Date from providing for sale or profit, on-line business mentorship, courses, trainings and resources which are substantially similar to and/or competitive with those offered and/or provided by Shae Leonard Wellness.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, express or implied other than those contained in this Agreement.

11.2 Assignment. This Agreement may not be assigned by Customer to anyone. Shae Leonard Wellness may assign all rights and obligations under this Agreement without prior consent from Customer.

11.3 Waiver. The failure of a party to require the performance of any obligation herein by the other shall not be deemed a waiver of future compliance herewith and shall not affect the right of a party to require compliance at any time thereafter. Any remedies contained herein shall be cumulative and not alternative.

11.4 Governing Law/Venue. All disputes between the parties hereto including any and all disputes arising out of this Agreement shall be governed in all respects,

whether as to validity, construction, capacity, performance or otherwise, by the procedural and substantive laws (and not the conflict of law rules) of the State of Texas, United States of America ("USA"). Any dispute arising under or out of this Agreement or between the parties hereto shall be heard by either the state (circuit or superior) court located in Midland, Tx or the United States District Court for the District of Midland, Tx Division, USA. Each party hereby irrevocably waives all claims of immunity from jurisdiction and any right to object on the basis that any dispute, action, suit or proceeding has been brought in an improper or inconvenient forum or venue. Should Customer file a suit or claim in a venue or forum other than as provided herein, Customer shall pay to Shae Leonard Wellness, LLC all costs, including attorneys' fees, travel costs and local counsel fees, associated with dismissing the improperly filed matter or otherwise related to transferring said action to the proper court and/or venue.

11.5 Interpretation. In this Agreement words expressed in any gender shall where the context so requires or permits include any other gender.

11.6 Use of Personal Information. Shae Leonard Wellness, LLC may use personal or business information of any Customer users for the purposes of (a) providing access to and use of the Program, (b) providing Customer support, billing and other similar activities related to the Program, and (c) keeping Customer informed about products, services, offers and upcoming events and to improve Shae Leonard Wellness LLC's Services. Customer may also provide personal or business information about Customer to third parties for the purpose of providing Customer with direct marketing offers which Shae Leonard Wellness, LLC thinks may be of interest to Customer. If Customer does not wish to receive information about other products, services, offers and events, Customer shall notify Shae Leonard Wellness, LLC of same in writing.

11.7 Amendments and Modifications. The terms and conditions as contained in this Agreement may be changed or updated at any time and Shae Leonard Wellness, LLC reserves the right to make any change or update at any time in its sole discretion. It shall be the burden of Customer to routinely check for updates to terms and conditions. By continuing to use Program and/or Program Materials, Customer agrees to be bound by the terms and conditions, including any amendments thereto. If Customer is not in agreement with Shae Leonard Wellness, LLC's terms and conditions or any amendments thereto, Customer shall notify Shae Leonard Wellness, LLC of same, in writing.

DISCLAIMER

PROGRAM DISCLAIMER.

Shae Leonard Wellness, LLC's Program and Program Materials are intended to provide educational instruction, tutoring and coaching with the focus on building and

establishing an online consulting business. Shae Leonard Wellness, LLC does not guarantee any type of specific results, outcomes, changes or gains through use of the Services, the Program and Program Materials and Shae Leonard Wellness, LLC does not make any guarantees regarding the success of Customer's business, any coaching program, or any results stemming therefrom. Customer agrees and acknowledges that Customer's use of any information contained in the Program is purely voluntary.

Customer further understands and acknowledges that Shae Leonard Wellness, LLC and/or its employees and representatives are not doctors, lawyers, accountants, tax advisors, nurses or therapists. Accordingly, the Program, Program Materials and the content and information provided by Shae Leonard Wellness, LLC are not to be relied upon in any way as medical, legal, financial, tax, or professional business advice. The information and communications of Shae Leonard Wellness, LLC are not intended to take the place of professional advice and this Agreement does not create or imply a lawyer-client or other professional relationship. Customers are encouraged to consult with their own medical, legal and financial professionals for any questions concerning any legal, business, medical or financial issues or questions. Nothing in the Program or the Program Materials is intended to take the place of a consultation with any such professional. Customer accepts that Customer's use of the Networking Lounge service (including any reply from Higher Health) does not create or imply a lawyer-client relationship of any kind. Customer accepts that Shae Leonard Wellness, LLC does not owe Customer any duty of care.

Moreover, Customer's use of the information provided by Shae Leonard Wellness, LLC and purchase of the Program and/or Program Materials is purely voluntary and Customer understands that Shae Leonard Wellness, LLC is not responsible or liable for any harm or damage to Customer or Customer's business resulting from direct or indirect use of the Program, Program Materials or content contained in the Program. In this regard, Customer agrees to hold Shae Leonard Wellness, LLC harmless from any damages, directly or indirectly, resulting from Customer's use of the Program Materials or content contained in the Program and Customer agrees not to make any claims against Shae Leonard Wellness, LLC.

TECHNOLOGY DISCLAIMER.

By accessing Shae Leonard Wellness, LLC's website and reviewing Shae Leonard Wellness, LLC's Program and Program Materials, Customer understands and agrees that Shae Leonard Wellness, LLC makes no guarantees or warranties regarding the condition of website, including functionality, existence of viruses or other components that may harm Customer's computers, uninterrupted use, constant access and availability, and the like.

Shae Leonard Wellness, LLC will make every effort to make Shae Leonard Wellness, LLC's website available for access to Customer at all times. However, from time to time the website may be down for maintenance, repairs or updates, as a result of "crashing" or overuse, or other reasons, known or unknown to Customer, and Customer agrees and understands that this may occur without explanation. Should this occur, Customer understands and agrees that Shae Leonard Wellness, LLC shall not be responsible or

liable for any damages, losses, interruption caused to Customer or Customer's business and Customer shall not receive or be entitled to any refund or reimbursement, either in full or pro rata, as a result thereof.

Shae Leonard Wellness, LLC may make the unilateral decision to change or discontinue all or part of Shae Leonard Wellness, LLC's Program and/or Program Materials or any portion thereof without notice. The Program and/or Program Materials made available are offered on an "as is" basis, with no additional attachment or warranties. Customer agrees and understands that Shae Leonard Wellness, LLC is not obligated to continue running all or part of the Program nor is Higher Health responsible or liable for any harm or damages to Customer or Customer's business as a direct or indirect result of a decision to alter, remove, or change Shae Leonard Wellness, LLC's Program or Program Materials without notice.