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- You shall not participate in the following:
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 - Use, post, distribute, copy, steal or otherwise use any portion of our Website, including content or products, without express, written permission provided by **Brainshi LLC** and understand that any such use may constitute infringement, which may give rise to a cause of action against you.
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 - Share purchased materials, information, content with others who have not purchased them.
 - Engage in any activity using our Products, Programs and Services for your personal use, in a business/commercial use or in any way that earns you money.
 - Use any portion of our Website, including all Content, information, and purchased materials, in any commercial manner such that you make, may make, or intend to make a profit from it.
 - You further acknowledge and understand that any such actions including but not limited to those outlined above will likely constitutes infringement and/or theft of our work, and a violation of these Terms and Conditions and United States Federal laws, and we reserve the right to prosecute this infringement to the full extent of the law.
 - Any requests for written permission to use any content posted on our Website shall be made before you wish to use any such content, and may be made by sending an email with your written request to info@brainshi.com.

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You may use our Website for lawful purposes only, and agree you will not post, comment, or otherwise transmit any content which infringes the rights of another, and agree to hold us harmless should you do so. You also agree and understand you are not to post any content which would constitute a criminal offense, use the Website or content for fraudulent or unlawful purposes, create civil liability, is repugnant, constitutes a violation of another's intellectual property rights, is vulgar or obscene in any way, or is otherwise objectionable. You agree that we are the sole decider in whether content you post is objectionable and have the unilateral right to remove any content you post, without explanation or ramifications. You also understand that we may be obligated to take further legal action, based upon information you post, and reserve our right to do so. Should a third party choose to take legal action against you, as a result of something you posted on our Website, you agree to hold us harmless and fully indemnify us of any legal ramifications or actions.

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You understand your obligation to provide only authentic, accurate information to us, including

your name, email address, and payment information, should you choose to purchase a product. You understand and agree that should any information provided prove inaccurate, and any issues or damages arise from your giving us false or inaccurate information, you may be liable for any subsequent damages that occur as a result.

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To use our Website, to gain access to our email list or blog, we may seek Confidential Information, or you may offer or provide a comment, photograph, image, video, audio recording, e-mail address, phone number, street address, billing information, username and password, birthday, preferences, interest, assignments or any other personally-identifying information ("Confidential Information") by submission to us. By providing such Confidential Information, you expressly grant to Company permission to use and store such information. In turn, we will use our best efforts to maintain your confidential information in a safe, secure and confidential manner in accordance with these Terms and Conditions and our Privacy Policy. If you believe that any of your Confidential Information is incorrect or incomplete, please contact the Company as soon as possible so that we may correct any and all incorrect information. Please note you are responsible for keeping track of your username and password and understand that you bear the consequences should you choose to share this confidential information with anyone.

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2. If we are required to do so by law;
3. In the good-faith belief that such action is necessary to conform to the law;
4. To comply with any legal process served on either us or our partners, sponsors, investors, or affiliates;
5. To protect and defend our rights or property or those of our users or purchasers, and/or;
6. To act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public.

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You agree and acknowledge that all purchases made through our website are done on a

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You agree at all times to defend, indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Website, Products, Programs, Services or Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us. Should we be required to defend ourselves in any action directly or indirectly involving you, or an action where we decide your participation or assistance would benefit our defense, you agree to participate and provide any evidence, documents, testimony, or other information deemed useful by us, free of charge. We shall not be liable for any content posted to our Website by a third party and, as a Visitor, you agree to release us of any and all claims arising therefrom. we are not liable to any party, for any damages – whether direct, indirect, consequential, foreseeable, incidental or otherwise – stemming or perceived to stem from use of or reliance upon any information contained or found on our Website, or from products or services purchased therefrom. You also understand and agree that we are not liable for any damages incurring as a result of your reliance or use of information on our Website written by a third party, whether endorsed or not by us, and you agree to release us from any and all claims stemming from, or perceived to stem from, reliance on information contained on our Website.

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You also acknowledge and agree that we make no warranties, express or implied, and hereby renounce any such warranties, guarantees, or representations with respect to any portion of our Website, the content herein, content distributed through email lists, social media, via webinars, or that which is made available through purchase via our membership site. By use of the Website, you agree and understand that use of content and information found herein is to be used at your own risk, with no guarantees, representations, or warranties regarding fitness for particular purpose, accuracy, or otherwise.

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In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Website, Programs, Products, Services or Program Materials, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

DISPUTE RESOLUTION

It is the intent of Company that should any differences arise, we could work them out amicably through written correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to us at info@brainshi.com and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction.

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are agreeing to a modification of the statute of limitations such that any arbitration must begin within (1) year of the date of your correspondence referenced above or you waive the right to seek dispute resolution by arbitration or take any other legal action.

You also agree that should arbitration take place, it will be held in **Exeter, New Hampshire** and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Products, Programs or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms and Conditions are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

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These Terms and Conditions shall be governed by the laws of the State of **New Hampshire** regardless of the conflict of laws principles thereof.

TERMINATION

Company has the right to refuse or immediately terminate your access to our Website at any time, for any reason, with or without notice. Should this occur, no explanation is owed to you, nor is this decision subject to any appeals or legal action. If you made any purchases and we determine you are entitled to receive or allowed continued use of the purchased information, we will make this information available to you in a way we see fit, which you agree will be satisfactory to you.

Should you have any questions about any term of these Terms and Conditions, please contact us at **info@brainshi.com**. Thank you.

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