

## Maximum Impact Mentorship

### TERMS OF SERVICE

Date of Last Revision: December 1, 2022

Welcome to Maximum Impact Mentorship!

#### Introduction:

Maximum Impact Mentorship LLC ("Company," "we," "us," "our") provides transformative online curriculum for writers. We provide our services (including the courses, programs and other offerings described here <https://kateyschultz.com/maximum-impact/>) to you through our website located at <https://kateyschultz.com> (the "Site") as well as through email, our e-newsletter provider and via other third-party platforms (collectively, such services, including our courses and any new features and applications, and the Site, the "Service"), subject to the following Terms of Service (the "Terms").

The Service is a copyrighted work belonging to Maximum Impact Mentorship LLC. Certain features of the Service may be subject to additional guidelines, terms, or rules, which will be posted on the Service in connection with such features (in which case all such additional terms, guidelines, and rules are incorporated by reference into these Terms) or subject to a separate course agreement between you and the Company. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

THESE TERMS, TOGETHER WITH OUR PRIVACY POLICY, SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SERVICE. **PLEASE READ THESE TERMS AND OUR PRIVACY POLICY CAREFULLY, AS THEY GOVERN YOUR USE OF THE SITE AND SERVICE AND SET FORTH HOW WE PROCESS YOUR INFORMATION. SECTION 10 OF THE TERMS (BINDING ARBITRATION; CLASS ACTION WAIVER), AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US.**

YOU MAY ONLY USE THE SERVICE (i) IF YOU AT OR ABOVE THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION (18 YEARS OLD IN MOST STATES) AND (ii) IF YOU AGREE TO ALL OF THE TERMS AND OUR PRIVACY POLICY.

IF YOU DO NOT MEET THESE REQUIREMENTS YOU MAY NOT USE OR ACCESS THE SERVICE.

#### 1. Accounts

- 1.1. **Account Creation.** In order to use certain features of the Service, you may need to register for an account ("Account") through our Site and/or through a Third-Party Service (defined below) and provide certain information about yourself as prompted by the account registration form (including but not limited to email address and a unique password). Our collection and use of your information are governed by our Privacy Policy. The collection and use of your information by third parties is governed by their respective privacy policies. With respect to information that you provide us through the Service, you represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you reside in the United States or, if you reside outside the United States, that your use of the Service will comply with applicable law in your jurisdiction. You may delete your Account at any time, for any reason, by following the instructions on the Service and/or the applicable Third-Party Service. Company may suspend or terminate your Account in accordance with Section 9.

- 1.2. **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

## 2. Access to the Service

- 2.1. **License.** Subject to these Terms, and your payment of any applicable fees, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the portions of the Service that you have registered for, solely for your own personal, noncommercial use.
- 2.2. **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit or publicly disclose the Service, whether in whole or in part, or any content displayed on the Service; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service; (c) you shall not access the Service in order to build a similar or competitive website, product, course, or service; and (d) except as expressly stated herein or otherwise authorized by the Company, no part of the Service may be copied, reproduced, recorded, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Service shall be subject to these Terms. All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained on all copies thereof.
- 2.3. **Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Service or any part thereof. We have no obligation to retain any of Your Account or any User Content for any period of time beyond what may be required by applicable law.
- 2.4. **No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Service.
- 2.5. **Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Service and its content are owned by Company or Company's suppliers. You acknowledge that nothing herein shall be interpreted as restricting Company's rights to use your User Content in connection with the Service or to aggregate any User Content with other data for use by the Company. As between you and the Company all rights in and to the aggregated data belong to Company. Neither these Terms (nor your access to the Service) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

## 3. User Content

- 3.1. **User Content.** "User Content" means any and all information, course work, writings, code, video, images, data, text, software, music, sound, photographs, graphics, messages, and all other materials and content that you or any other user uploads, posts, publishes, emails, submits to, displays on, or otherwise uses with, the Service, (including without limitation a user's profile, coursework, communications, etc.). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy,

completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. **By submitting User Content to through the Service, you make the following representations, warranties and agreements:**

- (a) You are at least the older of: (i) 18 years old or (ii) the age of majority in your jurisdiction;
- (b) You agree that you are solely responsible for, and you assume all risks associated with your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party;
- (c) You consent to our use of your personal information as outlined in the Privacy Policy;
- (d) To the extent that you submit information that personally identifies or is otherwise of or about a third party ("**Third Party Information**") through the Service, you represent that all such Third-Party Information is of persons who are at least 18 years of age, and that you have validly obtained all consents and provided all notices required by applicable law and any applicable third party agreement for the submission, disclosure and use by us of the Third Party Information;
- (e) Your User Content is original to you and contains no confidential information or proprietary materials of any third-party that you are prohibited from using or disclosing and no third-party intellectual property is incorporated into the User Content;
- (f) You have full unrestricted right , power and authority to upload the Use Content and to grant us the rights in the User Content that you grant hereunder, and our use of the User Content as contemplated in these Terms will not violate or infringe upon the rights of any third-party or violate any agreement between us or you and any other person, firm or organization or any law or governmental regulations;
- (g) All information or material that you submit through the Site is true, accurate and complete, and you will maintain and update such information and materials as needed such that it remains true, accurate and complete;
- (h) You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3).

3.2. **License.** You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Service. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.3. **Acceptable Use Policy.** The following terms constitute our "**Acceptable Use Policy**":

- (a) You agree not to use the Service to submit, collect, upload, transmit, display, offer for sale or distribute any User Content: (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.
- (b) You agree not to: (i) upload, transmit, or distribute to or through the Service any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Service unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Service to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Service, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Service or any portion thereof that you have not paid for (or to other computer systems or networks connected to or used together with the Service), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Service; or (vii) use software or automated agents or scripts to produce multiple accounts on the Service, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Service (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

3.4. **Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 9, and/or reporting you to law enforcement authorities.

3.5. **Feedback.** If you provide Company with any feedback or suggestions regarding the Service ("**Feedback**"), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

4. **Device Requirements.** Certain web browsers may work better with the Service than others. The Company will provide a list of these web browsers upon request.

5. **Indemnification.** You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Service, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written

consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 6. **Third-Party Services; Other Users**

6.1. **Third-Party Services.** The Service may contain links or other access to, or may be provided to you via third-party websites, platforms or resources, and/or display advertisements for third parties (collectively, “**Third-Party Services**”). Company has no control over such Third-Party Services and is not responsible for any Third-Party Services. Company provides access to these Third-Party Services only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to any Third-Party Services. You use all Third-Party Services at your own risk and should apply a suitable level of caution and discretion in doing so. When you access any of the Third-Party Services, in addition to these Terms, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Services. You acknowledge and agree that any dealings you have with third parties or Third-Party Services while using the Service are between you and the applicable third party, and you agree that Company is not liable for any loss or claim that you may have against any such third party.

6.2. **Release.** You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Service users or any Third-Party Services). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

7. **Disclaimer.** THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF

DATA RESULTING THEREFROM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

9. **Term and Termination.** Subject to this Section, these Terms will remain in full force and effect while you use the Service. We may suspend or terminate your rights to use the Service (including your Account) at any time for any reason at our sole discretion, including for any use of the Service in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Service will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 3, and Sections 5 through 10.

## 10. General

- 10.1. **Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Service. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Service. These changes will be effective immediately for new users of our Service. Continued use of our Service following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

- 10.2. **Dispute Resolution. *Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.***

- (a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
- (b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute

("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to the Company at the address listed in Section 10.8 (or such other address as may be provided by the Company for this purpose. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- (c) *Arbitration.* You agree that any dispute, claim or controversy arising hereunder or relating in any way to these Terms and not informally resolved shall be finally settled by confidential binding arbitration held in Burnsville, North Carolina (or virtually, where possible if mutually agreed by the parties), in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator shall issue a written decision specifying the basis for the award made. The party filing a claim or counterclaim in the arbitration proceeding shall pay the deposit(s) determined by JAMS with respect to such claim or counterclaim. All other costs associated with the arbitration and imposed by JAMS shall be paid as determined by the arbitrator(s) and, in absence of such determination, equally by each party to the arbitration. In addition, unless the arbitrator awards payment of reasonable attorney and other fees to a party, each party to the arbitration shall be responsible for its own attorneys' fees and other professional fees incurred in connection with the arbitration. Determinations of the arbitrator will be final and binding upon the parties to the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitrator shall apply the substantive law of the State of North Carolina, without giving effect to its conflict of laws rules.
- (d) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- (f) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (g) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts

shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

- (h) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
  - (i) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
  - (j) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
  - (k) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located nearest to Burnsville, North Carolina, for such purpose
- 10.3. **Export.** The Service may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.
- 10.4. **Disclosures.** Company is located at the address in Section 10.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
- 10.5. **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Service or send us emails, or whether Company posts notices on the Service or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.
- 10.6. **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.



10.7. **Copyright/Trademark Information.** Copyright © 2022 Maximum Impact Mentorship LLC All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Service are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.8. **Contact Information:**

Maximum Impact Mentorship LLC  
80 Expedition Way  
Burnsville, NC 28714

Email: [support@kateyschultz.com](mailto:support@kateyschultz.com)