Sales Page & Website Agreement and Terms and Conditions of Shamelessly Successful Actualization Agency LLC

Please read this Sales & Website Agreement Site and Terms and Conditions carefully before using this Sales Page or Website.

Sales Page & Website Agreement and Terms and Conditions Consent

This Sales Page/Website Site is owned and operated by Shamelessly Successful Actualization Agency LLC (hereinafter "Company", "we", or "us"). As used in these Sales Page/Website Agreement and Terms and Conditions, the words "you" and "your" refer to any person accessing https://www.actualization.agency/the-mind-alignment-biz-bundle, any sales page utilizing https://www.actualization.agency, https://www.actualization.agency.ai

and/ or any other sites or sales pages belonging to, used, by, or created in collaboration with Shamelessly Successful Actualization Agency LLC. The words "we," "us," and "our" refer to Shamelessly Successful Actualization Agency LLC. Please read these Website Agreement and Terms and Conditions carefully. By accessing, browsing or using this Site, you acknowledge that you have read, understood and agreed to be bound by these Website Agreement and Terms and Conditions. If you do not agree to these Website Agreement and Terms and Conditions, you should not continue to use or access this Site.

We reserve the right to modify, alter, or other update these Website Agreement and Terms and Conditions at any time. We will post any such change at this site. Any changes will apply prospectively. You are encouraged to review these Website Agreement and Terms and Conditions each time you use the Website because your use of the Website after any changes will constitute your acceptance of the changes. We grant you a personal, limited, non-transferable, non-exclusive, license to access and use the Website. We reserve the right, in our sole discretion and without notice to you, to revise this Website and to change, suspend or discontinue any aspect of the Website and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Website or restrict your access to part, or all, of the Website without notice or penalty. Your continued use of the Website will constitute your acceptance of any such changes. By accessing or using this Website and its Content, you represent and warrant that you are at least 18 years of age and that you agree to abide by these Website Agreement and Terms and Conditions. Any registration by, use of or access to the Website and its Content by anyone under age 18 is strictly unauthorized, unlicensed and in violation of these Website Site Agreement and Terms and Conditions.

Intellectual Property Rights

Shamelessly Successful Actualization Agency LLC owns the intellectual property rights to all information on this Website including but not limited to the company's name, logo, graphics, videos, audios, images, designs, photographs, writings, graphs, data, and other materials. Shamelessly Successful Actualization Agency LLC's ownership rights are protected by copyrights, trademarks, trade secrets, or other

proprietary rights. You agree to comply with all copyright laws worldwide in your use of this Website and prevent unauthorized copying. You may not copy, display, distribute, modify, reproduce, or transmit this site or portions thereof without prior written consent from us. Except as provided in this herein, **Shamelessly Successful Actualization Agency LLC** does not grant you any express or implied right in or under any patents, trademarks, copyrights, or trade secret information. The words, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through this Website (hereinafter "Content") is our property.

Use of the Website

You may use this Website only for your own noncommercial personal use and in compliance with these Website Agreement and Terms and Conditions. You are responsible for your own communications, including the transmission, uploading or posting of information and are responsible for the consequences of such communications to the Website. An account and password are needed to this Website, and you are responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account or password. You agree to immediately notify us in the event of any unauthorized use of your account or other breach of security.

When using this Website you may be given access to Facebook groups or other online forums in which you may post or share comments, photos, messages or other material (hereinafter "Your Content"). When posting Your Content, you agree that you will not post or otherwise publish through this Website any of the following:

- i. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
- ii. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- iii. Information that includes personal or identifying information about another person without that person's consent.
- iv. Information that constitutes promotion or advertisement for groups, events or activities organized through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
- v. Any information or content that impersonates any person or entity.

- vi. Any material, non-public information about companies without authorization to do so.
- vii. Any advertisements, solicitations, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).

Account Creation

In order to use the Site you will be required to provide information about yourself including your name, email address, username and password, and other personal information. You agree that any registration information you give to **Shamelessly Successful Actualization Agency LLC** will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose or violate any laws.

Proprietary Rights

You acknowledge and agree that the contents of this Website, including but not limited to its materials, text, images, videos, graphics, trademarks, logos, button icons, music, software and other elements available on the Website are the property of **Shamelessly Successful Actualization Agency LLC** or our licensors and are protected by copyright, trademark and/or other proprietary rights and laws. You agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify or create derivative works from any content or materials on the Website UNLESS GIVEN EXPRESSED CONSENT IN WRITING.

Request for Permission to Use Our Content

Any request for written permission to use our Content, or any other intellectual property or property belonging to us, should be made before you wish to use the Content by sending an email to CMYCONTENT@GMAIL.COM

Information You Submit to Us

With respect to any information or materials you submit or make available to us, you agree that any information you provide to us through email, comments, or other forms of communication, is done with a non-exclusive, worldwide, perpetual, irrevocable, non-terminable, royalty-free license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. As such, please do not provide us with information you do not want us to use. You hereby represent, warrant and covenant that any materials you provide do not include anything

(including, but not limited to, text, images, music or video) to which you do not have the full right to grant **Shamelessly Successful Actualization Agency LLC** the license specified above. You further represent, warrant and covenant that any materials you provide will not contain libelous or otherwise unlawful, abusive or obscene material. **Shamelessly Successful Actualization Agency LLC** will be entitled to use any content submitted by you without incurring obligations of confidentiality, attribution or compensation to you.

Electronic Communications and Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement you transmit through this Website, including but not limited to any consent you give to receive communications from **Shamelessly Successful Actualization Agency LLC** solely through electronic transmission. You further agree that when in the future you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

Website Site Benefits

The Website **may** include your access to the following programs and materials:

Start-Up Savvy

Small Offer Success

Seductive Sales

Conscious Coaching Consumption Guide

4 Client Service Support Questionnaires

Select lessons from the She Will Workbook

Other materials may be added, curriculum subject to change without notice.

Payment

To access the Website and to be a member of our Website Site, you agree to pay us the full amount of the Website in the amount of as dictated by price PRESENT ON THE SALES PAGE THROUGH WHICH YOU ENROLL at time of sale, every 12 months, or as stipulated on sales page, from the date of your first enrollment in the Website,

In the event you fail to make the Website payment, we have the right to immediately disallow participation by you in the Website until payment is paid in full, including disallowing access to our Website, including all of its sessions. If we do not receive payment after 14 days (or as stipulated on the sales page), we have the right to terminate your access to the Website.

Cancellations and Refunds

You may cancel your use of the Website at any time via your account page, but due to the nature of the service no refunds will be made for any Website fees already paid. Once you cancel, you will no longer have access to the Website, including all content and community resources, once your current Website period is completed, except at the discretion of the Company.

No partial refunds are given should you terminate your Website before your next payment date; however you will retain access to the Website until the end of your monthly payment term. It is entirely your responsibility to ensure that you cancel your account in good time should you no longer require to be a member of the Website and do not wish to be billed further.

Modifications to Terms and Conditions

We may at any time amend these Website Site Agreements and Terms and Conditions. Such amendments are effective immediately upon notice to you by us posting the new Website Site Agreement and Terms and Conditions on this Site and emailing it to you. Any use of the Site or service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Website and service, including these Website Site Agreement and Terms and Conditions, at any time as well as to change the price and fees to Website. We will post the most recent versions to the Site and list the effective dates on the pages of our Website Site Agreement and Terms and Conditions, as well as email it to you.

Confidentiality

You understand and agree that all materials contained on the Site are the exclusive property of **Shamelessly Successful Actualization Agency LLC** and are privileged and confidential information. You agree to not disclose the confidential information to anyone unless required to do so by law. Furthermore we understand and agree that all materials shared by you that are given to shall remain confidential and secured.

Earnings Disclaimer

You agree that we are not responsible for your earnings, the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to

you through our Website. You, and you alone are solely responsible for your financial results.

Testimonials

Our Website may present examples of other people's actual experiences, and these testimonials are for the purpose of illustration only. The testimonials and examples are of actual clients and results they personally achieve, as well as clients whom we have worked with and are speaking on their experiences of working with us, or the quality of our work. In no way are these testimonials intended to represent or guarantee that you will achieve the same or similar results and should not be perceived in that way. The testimonials represent only what is possible and are for illustrative purposes only.

Website Disclaimer

While we use reasonable efforts to include accurate and up-to-date information on our site, we make no warranties or representations as to its accuracy. **Shamelessly Successful Actualization Agency LLC** assumes no liability or responsibility or any errors or omissions in the content on our website.

OUR WEBSITE AND ALL CONTENTS OF OUR WEBSITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE BY YOUR USE OF OUR WEBSITE THAT YOUR USE OF WEBSITE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR WEBSITE, AND THAT Shamelessly Successful Actualization Agency LLC SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OUR WEBSITE.

Indemnification

You agree to defend, indemnify and hold **Shamelessly Successful Actualization Agency LLC** harmless from and against any and all claims, damages, costs, and expenses, including attorney's fees, arising from or related to your failure to comply with these Website Site Agreement and Terms and Conditions. Neither **Shamelessly Successful Actualization Agency LLC** nor any other party involved in creating, producing, or delivering our Website shall be liable for any direct, incidental, consequential, special, indirect, or punitive damages arising out of your access to or use of our website.

Limitation of Liability

IN NO EVENT SHALL Shamelessly Successful Actualization Agency LLC, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, AFFILIATES, OR THIRD PARTIES PROVIDING INFORMATION ON THIS WEBSITE BE LIABLE TO ANY USER OF THE WEBSITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE. WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF Shamelessly Successful Actualization Agency LLC HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL THE TOTAL LIABILITY OF Shamelessly Successful Actualization Agency LLC, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THIS WEBSITE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT YOU PAID TO Shamelessly Successful Actualization Agency LLC IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY.

You hereby acknowledge that the preceding paragraph shall apply to all content, merchandise and services available through this Website. Because some states do not allow limitations on implied warranties or the exclusion or limitation of certain damages, all of the above disclaimers or exclusions may not apply to all users.

Furthermore, **Shamelessly Successful Actualization Agency LLC** does not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who are engaged in rendering our Website or its content, or in any way or in any location. In the event that you use our Website and its content or any other information provided by us or affiliated with us, we assume no responsibility.

Release of Claims

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 and its Content, 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.

Choice of Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of the State of Colorado, without regard to any conflict of law provisions. Any dispute arising under these Website Site Agreement and Terms and Conditions shall be resolved exclusively by the state or federal courts sitting in the State of Colorado.

Arbitration

At Shamelessly Successful Actualization Agency LLC's sole discretion, it may require you to submit any disputes arising from this Agreement, including disputes arising from or concerning its interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration in Colorado under the Rules of Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with the said Rules applying Colorado State law.

Term and Termination

Without limiting other remedies, we reserve the right and may immediately discontinue, suspend, terminate, or block your and any user's access to our Website at any time in our sole discretion.

In the event of cancellation or termination, you will no longer be authorized to access the part of the Website or content affected by such cancellation or termination.

By using this Website, you are agreeing to all parts of the above Website Site Agreement and Terms and Conditions. If you have any questions about these Website Site Agreement and Terms and Conditions, please send an email with the subject line "HELP" to cmvcontent@gmail.com.

Last Updated: March, 2024