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These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our Programs, Products, Services, and Program Materials that you are waiving certain legal rights and you are voluntarily agreeing to do so.

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- You will not copy, share or steal our Programs, Products, Services, or Program Materials, or any parts of them.
- You will not in any way use, copy, adapt or represent any of our Programs, Products, Services or Program Materials in any way as if they are yours or created by you.
- You will not engage in improper and/or unauthorized use of our Programs, Products, Services and Program Materials. Improper and unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) any Program Materials or any other information accessed or purchased through our Programs, Products or Services, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money.

- You will not duplicate, share, trade, sell, or otherwise distribute our Programs, Products, Services or Program Materials to any other person, for their personal use, business/commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their intention was to use the Program Materials for their own personal use or business/commercial use. This means you cannot share or sell any part of our Programs, Products and Services or Program Materials to someone else so they can copy and/or use them for their own personal use, business/commercial use or in any way that earns them money. You are the only one granted access to use our Program, Product, Service, and Program Materials.
- You will not violate our intellectual property rights, including copyright and trademark rights. Downloading, printing, or otherwise using our Programs, Products, Services or Program Materials for your own training purposes in no way gives you any copyright, trademark, intellectual property or ownership rights of our Program, Product, Service or Program Materials.
- You will not reprint or republish any part of our Programs, Products, Services or Program Materials for publication or compilation into your own products, programs, services or program materials for your own personal use or business/commercial use or in any way that earns you money.
- You will not use our Programs, Products, Services or Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.
- You may not engage in improper and/or unauthorized use of our Program Materials or any other information related to our Programs, Products, or Services. Unless otherwise explicitly authorized in these Terms of Use, improper and/or unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) for commercial use, to any other person in a way that earns them money, any Program Materials or any other information accessed or purchased through our Programs, Products or Services or any other communications provided by us to you promoting or relating to the Programs, Products or Services.

You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Programs, Products or Services or Program Materials as set forth in these Terms of Use is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law. You agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

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You also grant us, and anyone authorized by us, the right to identify you as the author of any of your comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind and that we may elect to cease the use and display of any such contributions on our Programs, Products, Services and/or Program Materials at any time for any reason whatsoever.

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By providing such Confidential Information to us, you grant us permission to use and store such Confidential Information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential. We take precautions to protect such Confidential Information. When you submit Confidential Information via our Program, Product, Service or Program Materials, we take measures to protect the security of your Confidential Information both online and offline. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through our services; therefore submitting Confidential Information, data or other information is done at your own risk. We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

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Indemnification, Limitation of Liability and Release of Claims Indemnification

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 Programs, Products, Services or Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms and Conditions or in any other agreement with us.

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Release of Claims

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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.

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You are agreeing that you will not use our Programs, Products, Services or Program Materials in any way that causes or is likely to cause the Programs, Products, Services or Program Materials, or access to them either to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You must use the Programs, Products, Services or Program Materials for lawful purposes only. You agree that you will not use our Programs, Products, Services or Program Materials in any of the following ways:

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- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise may injure others
- To send, negatively impact, or infect our Programs, Products, Services or Program Materials with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not
- To cause annoyance, inconvenience or needless anxiety
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- To reproduce, duplicate, copy or resell any part of our Programs, Products, Services or Program Materials in a way that is not in compliance with these Terms of Use or any other agreement with us.

Communication Guidelines

If you have a question or concern about your Programs, Products, Services, or Program Materials, you may send an email to Hello@ConquerYourbusiness.com and we will do our best to reply to your question or concern promptly.

Purchases, Fees and Payments

If paying by debit card, or credit card, you give us permission to automatically charge your credit or debit card as payment for your Program, Product or Service without any additional authorization, for which you will receive an electronic receipt. In the event that payment is not

received by the date due, the Program, Product or Services will not continue and may affect your ability to access other purchased content.

"Lifetime access" where applicable, is voided when you have a delinquent balance with us.

If you fail to make payment in a timely manner in accordance with these Terms of Use or voluntarily decide to withdraw from our Programs, Products or Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Programs, Products and/or Services.

All information obtained during your purchase or transaction for our Programs, Products and Services and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us and our payment processing company.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Products, Services, and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

Since we have a clear and explicit Refund Policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Programs, Products, or Services, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Any chargeback action will terminate your access to the course regardless of the outcome and will also result in the loss of use of the member portal for accessing any other content, meaning lifetime access is revoked. If you make a purchase from one of our affiliates, or any other individual or company through a link provided on or through our Programs, Products or Services ("Merchant"), all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by the merchant and their payment processing company as well. Your participation, correspondence or business dealings with any affiliate, individual or company on or through our Programs, Products or Services, and all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the Merchant. You agree

that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a Merchant

Payment processing companies and Merchants may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Programs, Products or Services, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly. You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

Products and/or Online Course Refund Policy

Your satisfaction with your Program, Product or Service is important to us. Yet, because of the extensive time, effort, preparation and care that goes into planning for, creating and/or providing our Programs, Products, Services and Program Materials, and because you are granted full access to all course materials and bonus materials upon purchase of our courses, we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs, Products, and Services, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs, Products, Services or Program Materials, you understand and agree that all sales are final and no refunds will be provided.

Event Ticket Refund Policy

Your satisfaction with your Program, Product or Service is important to us. Yet, because of the extensive time, effort, preparation and care that goes into planning for, creating and/or providing our Programs, Products, Services and Program Materials, we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs, Products, and Services, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs, Products, Services or Program Materials, you understand and agree that all sales are final and no refunds will be provided.

Event Tickets to live events, in which no recordings of or virtual attendance is available, may be assigned to a designated party with prior written approval from Erin Marcus and/or a representative of Conquer Your Business.

Private / Group Coaching Session Rescheduling

It is understood that sessions may have to occasionally be canceled or rescheduled. In the event that the Company must cancel an appointment, it will be rescheduled as immediately as possible to the greatest satisfaction of all parties involved.

Clients unable to attend scheduled group coaching sessions are not able to be rescheduled.

The first appointment canceled by Client for private coaching sessions will be rescheduled as soon as possible. A second Client appointment cancellation will result in the loss of that service. No refunds will be given for repeated Client cancellations.

A written alternative to the Private / Group Coaching Session Rescheduling Terms and Conditions, agreed upon by both the Company and any/all Clients involved supersedes this section.

Private and Group Coaching Program Termination

Services related to any Private and Group Coaching Programs will end on the earlier of either the completion of the services or the end of the term of services as advertised.

There are no refunds and you agree that you will be responsible for the full Fee regardless of whether you complete the program.

All of the terms of this Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our Refund Policy will still apply now and in the future, even after termination by you or us.

Termination for Cause

The Company maintains the right to immediately terminate your involvement with our Programs, Products or Services if we give you notice for good cause, which in addition to material default includes if you harass or otherwise disrespect our clients, employees and/or independent contractors. No refunds will be given for funds received prior to the date of Termination for Cause.

Dispute Resolution

It is hoped that should we ever have any differences, we could be able to work them out amicably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now 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 email to us at wellintentionseenergy@gmail.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.

By purchasing our Programs, Products or Services you are agreeing to a modification of the statute of limitations such that any arbitration must begin within one (1) year of the date of your email referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.

You also agree that should arbitration take place, it will be held in Chicago, IL, 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 Programs, Products 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 of Use 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.

Governing Law

These Terms of Use shall be governed by the laws of the State of Illinois, regardless of the conflict of laws principles thereof.

Confidential Information

To use our Programs, Products, Services or Program Materials, we may seek personal data or information including your name, e-mail address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally-identifying information ("Confidential Information"), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in our Programs, Products, Services or Program Materials ("Other Information"). By providing such Confidential Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential in accordance with these Terms of Use and our full Privacy Policy which may be found on our Website. If you believe that any of your Confidential Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Confidential Information found to be incorrect.

What We Do With Confidential Information

We request and require various personal data and/or Confidential Information to understand your needs and provide you with better services. In addition, we may use such data and

Confidential Information for the following reasons: (1) for internal record keeping, (2) to improve our Programs, Products, Services or Program Materials, (3) to periodically send promotions about new Programs, Products or Services or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products or Services you purchase or use according to your interests and/or (6) for support or communication related to your Program, Product, Service or Program Materials.

Storage

All data and Confidential Information is stored through a data management system. This data and Confidential Information can only be accessed by those who help manage that information in order to deliver e-mail or otherwise contact those who would like to receive our correspondence. You agree and acknowledge that we, including but not limited to our team, staff and affiliates, and those who manage the data management system may have access to your Confidential Information.

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All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information: (1) pursuant to this terms of these Terms of Use and Privacy Policy and our Disclaimer, (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. We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

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