

# Terms And Conditions Of Use

Angie Young

Angie Young Mentoring, LLC

## TERMS AND CONDITIONS OF USE

Please read these Terms and Conditions of Use (“TOU”) carefully. You must agree to these TOU before you are permitted to use any digital or downloadable resources, membership, online course, one-on-one sessions, class, program, workshop, or training, or enter any online private forums such as Facebook groups operated by Angie Young, owner of Angie Young Mentoring, LLC (for any purpose), whether on a website hosted by Angie Young, Angie Young Mentoring or a third-party website such as an online course platform or facebook.com (collectively “the Program”).

If you do not agree with these TOU, you may not use the Program.

As used in these TOU, the term “Releasees” is defined to include the following: (i) Angie Young, Angie Young Mentoring, LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively “the Company”); (ii) any Company volunteers.

### **1. Participants**

**a.** Program participants will receive 12 recorded Zoom classes and bonus videos in a private Facebook group. Group members will also receive one live group coaching session on Zoom. Group members will have access to the Facebook group on a recurring monthly subscription basis. Subscription may be canceled anytime before the last day of the month for the following month. If you wish to participate in another session of the Program in the future or purchase any other products, programs or services from the Company, all terms of these TOU will continue to apply unless superseded by another agreement in writing.

This Program is intended and only suitable for individuals aged 18 and above. Some of the content in this Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of 18.

## **2. Payment**

Program participants will remit recurring payment through PayPal or credit/debit card on [www.thescienceofdating.com](http://www.thescienceofdating.com). You agree to the fees and payment in full before joining the Program. Current introductory pricing is \$77 for the first month and \$27 for each subsequent month you are enrolled. If payment is canceled and you wish to rejoin the group, the monthly subscription price will apply. Monthly subscription price may be changed and the price at the time of renewal of your subscription will apply.

Payment may be canceled anytime by the end of the month and will not be charged for the following month.

Any discounts for the same program are to be agreed upon and accepted in writing beforehand.

## **3. Refunds**

Your satisfaction with the Program is important to us. However, because of the extensive time, effort, preparation and care that goes into creating and providing the Program, and due to the nature of the Program and Content that cannot be “returned,” we have a no refund policy. We do not give partial month refunds, or refunds of any

kind.

Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any portion of our Program and no refunds will be provided to you at any time. By using and/or purchasing our Program, you understand and agree that all sales are final, and no refunds will be provided.

Company reserves the right, in its sole discretion, to determine how to discipline a member who violates these Terms. Therefore, if a member disagrees with how the Company disciplines another member and requests a refund, the Company will deny such request.

Furthermore, if a member violates these Terms, the Company reserves the right, in its sole discretion, to offer the member another opportunity to abide by these Terms. If a member disagrees with the Company offering another member a second opportunity to follow these terms, no grounds for a member to receive a refund would be created, and any request for a refund on this basis shall be denied.

If, in the Company's sole right and discretion, you persist with behaviors or actions that violate these Terms, the Company may terminate your access and participation in the Program without notice and without refund.

Since we have a clear and explicit Refund Policy in these TOU that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. If 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. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

#### **4. Intellectual Property Rights**

**a. Access to the Program Content:** While your membership is active, you will have access to the content of the Program within a Facebook group. When your membership has been terminated, you will not have any access to the Facebook group or any Program Content posted there after the end of the current billing term.

## **b. Ownership of the Content**

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing (“the Content”) is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

## **c. The Company’s Limited License to You**

If you view, purchase or access any Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you and those living within your household only.

This means you and those living within your household may view, download, print, email and use one copy of individual pages of the Program and Content for your own personal purposes only.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party outside your household, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third-party money (other than by applying them generally in your own business). By downloading, printing, or otherwise using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

You must receive our written permission before using any of the Program or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the Program or Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

#### **d. Unauthorized Use**

Your use of any materials found in the Program or Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted (“Unauthorized Use”). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$5,000, whichever is greater, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damage charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in these TOU would cause irreparable injury to the Company that may not be adequately compensated by damages, entitling the Company to obtain injunctive relief, without bond, in addition to all legal remedies.

#### **e. Your License to the Company; Use in Testimonials and Marketing.**

By posting or submitting any material during the Program such as comments, posts, photos, designs, graphics, images or videos or other contributions, you are representing to us that you are the owner of all such materials, and you are at least 18 years old.

You consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during any Program that may contain you, your voice and/or your likeness. All content given and used through private sessions or groups remain confidential between all parties, unless written consent is given except in very rare circumstances where disclosure is required by law.

This means the Company and all clients will require permission to use anything submitted or posted in the Program or any third-party forum or website operated by the Company, or anything captured by the Company during your participation in the Program, including images in which your face is visible and recognizable.

## **f. Request for Permission to Use the Content**

If you wish to use any of the Content, or any other intellectual property or property belonging to the Company, permission must be requested in writing BEFORE you use the Content by sending an email to [angie@thescienceofdating.com](mailto:angie@thescienceofdating.com).

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

## **5. Your Conduct**

The Program is a “pitch free zone.” You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Program participants to join, “shadow” groups on social media or any other platform, or in-person meetups, based on interests or locality. You agree you will not invite Program participants to participate in events, such as a meetup, seminar, or athletic competition, without first receiving approval from the Company. You agree not to market, promote, or sell products or services such as essential oils, exercise DVDs, nutritional supplements, coaching services, or other products or services to Program participants, unless you are authorized or requested to do so by the Company. You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on the Company’s website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful.

You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene, pornographic, sexually explicit or violent, or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

You are strictly forbidden from the following:

- Harassing, fighting with, or being disrespectful to other participants
- Impersonating any other person
- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Using any Company website or private membership forum or third-party forums operated by Company, to take pictures and/or screenshots of comments, posts, pictures, materials or any other content posted and/or shared by Company and/ or Participants without receiving their advance permission
- Sharing any private and proprietary information, screen shots, comments, posts, pictures, materials or any other content posted and/or shared from other participants, with the public or with anyone who is not a participant on or in any Company website, private membership or third-party forums operated by Company.

If, in the Company's sole discretion, your conduct violates these TOU in any way, you agree that the Company may immediately and permanently terminate your participation in the Program and your access to the Content without refund.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Company's and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Company website or any third-party forums operated by the Company. The Company shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the Company website and any third-party forums operated by the Company.

## **7. Community Guidelines**

The Company has created a community that is a safe and judgment-free space for connection, conversation, learning, and growth. Within the Company's community is the baseline expectation that all participants will treat one another with respect while bringing encouragement and consideration to all participants.

The Company's community guidelines are as follows:

A. The Company's Program promotes diversity amongst its members. Therefore, the Company encourages all members to connect with one another and to learn about one another's background, interests, hobbies and points of view. The Company does not tolerate nor support any member's discriminatory speech, hate speech, comments, or actions against another member based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels.

B. The Company does its best to create a safe and welcoming space for all members, however, the Company cannot guarantee that all members will follow these guidelines. Company, in its sole discretion, may remove any member's comments, posts, content or materials, however, Company does not have a duty to review all comments, posts, content and material shared within the Program. Therefore, the Company shall not be held liable for any member's comments, actions, posts, content or materials that result in another member's trauma or discomfort.

C. The Company has created a safe space for all members to feel seen, respected and heard. Company encourages members to engage in respectful dialogue with one another. The Company does not support nor tolerate any disrespectful actions or



comments, which include, but are not limited to hate speech, discriminatory comments, physical, or mental or emotional abuse. Therefore, each member must demonstrate respect towards one another.

D. Support each member with words of encouragement, resources or suggestions, while respecting each member's boundaries.

We may also post separate rules regarding your behavior in any online community or forum, whether hosted on the Company's website or a third-party website, which may be updated from time to time. You agree that you are bound by those rules and they are expressly incorporated into these TOU.

## **8. Confidentiality**

Company is not legally bound to keep your information confidential.

Nevertheless, the Company agrees to keep all information about your membership confidential except for use in testimonials or marketing with your permission as outlined above, or when disclosure is required by law, for example if a court issues a subpoena for the file or information, or if you threaten to harm yourself or others. You acknowledge that your communications with the Company are not covered by any doctor-patient privilege or other privilege.

You may use a screen name or pseudonym instead of your actual name, or remain anonymous, for your participation in group coaching sessions and public posts on the Company website and in third-party forums operated by the Company. You agree that the Company shall not be liable for the disclosure of any of your information by another Program participant. You agree to keep all information you learn about other Program participants, their businesses (including their intellectual property), or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

You agree you will not share any recorded coaching calls or third-party forum postings outside the private member areas of the Company's website, or any third-party forums operated by the Company. If the Company discovers you have done so, this will be grounds for immediate termination of your access to the Program and Content.

## **9. Termination or Cancellation**

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. The Company may terminate your participation in the Program at any time, without refund, if you breach any part of these TOU. In the event of cancellation or termination by the Company, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

In the event you decide to cancel, any remaining, default, or late payments will be due immediately.

## **10. Personal Responsibility, Assumption of Risk, Release, Disclaimers**

A. You are voluntarily participating in the Program and assume all risk of injury, illness, damage, or loss to you or your property that might result, whether arising out of the negligence of Releasees or otherwise.

B. Your participation in the Program does not establish a business advisor-client relationship of any kind between you, the Company, or anyone providing services on behalf of the Company.

C. Your participation in the Program does not establish any doctor-patient, attorney-client, counseling, or accountant-client relationship of any kind between you, the Company, or anyone providing services on behalf of the Company.

D. The Program and Content provide information and education only, and do not provide any financial, legal, medical or psychological services or advice. None of the Program or Content prevents, cures or treats any mental or medical condition. The Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.

E. You agree that you will not use coaching as a way of diagnosing or treating mental disorders as defined by the American Psychiatric Association. If you are in therapy or under the care of a mental health professional, you will notify and consult with the

mental health care provider regarding your decision whether to work with a coach.

F. You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Program, whether or not caused by the active or passive negligence of the Releasees. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

G. Results Disclaimer: You agree that the Company has not made and does not make any representations about the results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result from your use of the Program, and you understand that results differ for each individual.

H. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

I. The Company is not responsible or liable for members of the Program infringing on another other member's intellectual property, content or materials.

J. The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.

K. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE COMPANY’S WEBSITE, INCLUDING ANY PAGES HOSTING CONTENT, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

L. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

## **11. Security**

You acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and the Company may be unlawfully intercepted by third parties not under our control. The Company does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media. Any efforts you undertake to communicate with the Company are done at your own risk.

## **12. Legal Disputes**

These TOU shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles. The state and federal court nearest to Riverton, Utah shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Company’s Privacy Policy or these TOU. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The prevailing party in any dispute between the parties arising

out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

### **13. Users Outside United States**

The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **14. Indemnification**

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

### **15. Force Majeure**

The Company shall not be deemed in breach of this Agreement if the Company is unable to complete or provide all of the Program or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, epidemic, pandemic, death, illness or incapacity of the Company or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Company shall give notice to Client of its inability to perform or of delay in completing or providing the Program and shall propose revisions to the schedule for completion of the Program or other accommodations or may terminate this Agreement.

## **18. General Provisions.**

This Agreement may only be modified by agreement of both parties in writing. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

By joining the Science of Dating Masters Program Facebook group, or engaging in private mentoring sessions with Angie Young, you are again, in addition to this document, providing the electronic equivalent of your signature and assert that you have read, understood and agreed to this entire document. If you do not agree with this contract, do not purchase or use the Program or Content.