



Terms of Use & Privacy Policy

Last Updated: April, 1, 2024

Terms of Use

These terms of use govern your use of all websites and services owned or operated by SOPHROSYNE, LLC and its subsidiaries, including Sustainable Life Change Institute of America, Hello Life Change, and Marci Batiste Holdings, LLC (referred to collectively as "we," "us," or "our"). Our websites include sustainablelifechange.com, sustainablelifechangeinstitute.com, hellolifechange.us, hellolifechange.net, marcibatiste.com, drmarcibatiste.com, and any other site owned or operated by us now or in the future (collectively, the "Sites"). Unless specified otherwise, all references to the Sites in these terms of use include all such Sites. These terms of use do not cover your use of unaffiliated sites to which any of our Sites may link or direct you.

Ownership and Alias Usage

For the purposes of this and all future agreements these terms apply to all Sites and services owned or operated by SOPHROSYNE, LLC and/or its subsidiaries, it is acknowledged that the name of the Owner/Founder, Marcia Batiste, may be used interchangeably with the alias name of Marci Batiste. The same rights and protections apply regardless of the name used.

These terms outline the rules and guidelines for using our Sites and services. By accessing and using this website and associated services (collectively referred to as the "Sites"), you/gree to abide by the following Terms of Use. References to the Sites include all associated domains and services. Please note that these terms do not extend to unaffiliated sites linked to from our Sites. For any inquiries regarding these terms, please contact us at the provided address and contact information. These terms are subject to change at any time, and it is your responsibility to review them periodically for updates. Your continued use of the Sites constitutes acceptance of any modifications.

Restrictions

All content on our Sites, including text, images, and multimedia, is protected by copyright and trademark laws and belongs to SOPHROSYNE, LLC and its subsidiaries, including Sustainable Life Change Institute of America, Hello Life Change, and Marci Batiste Holdings, LLC unless otherwise stated. You may access and use the materials on the Sites for personal, non-commercial purposes only. Modification, distribution, or exploitation of any content for commercial purposes requires prior written consent from SOPHROSYNE, LLC or the respective

intellectual property owner. By using the Sites, you agree to comply with all copyright notices and other posted restrictions regarding the use of materials on the Sites.

Links

Our Terms of Use apply solely to our Sites and not to third-party sites we may link to. We do not endorse or take responsibility for the content, products, or services offered by external sites. We reserve the right to revoke permission for any entity to link to our Sites and to remove any such links at our discretion. We cannot be held responsible or liable, directly, or indirectly, for any loss or damage arising from your use of any content, goods, or services available on any other site. Permission is required for other sites to link to our Sites, and such permission may be revoked at our discretion at any time.

Events, Information, and Speaker Changes

Events, information, and speakers listed on our Sites are subject to change without prior notice.

Submissions

While we welcome feedback and comments, we do not accept unsolicited creative submissions. This policy aims to prevent potential misunderstandings if our staff develops ideas similar to those submitted. Please refrain from sending us any original creative ideas, suggestions, or materials. Any unsolicited submissions become the property of SOPHROSYNE, LLC, and we assume no obligation to maintain confidentiality or provide compensation for such submissions. We will exclusively own all rights to unsolicited submissions worldwide and can use them without compensation or notification to the provider.

Forums

Our Sites may host forums for user interaction. A "forum" refers to any interactive service, including message boards, chat rooms, and user review forums, on the Sites. To contribute to a forum, you must register as instructed on the Sites. Users must adhere to guidelines provided on the Sites and refrain from posting abusive, defamatory, or false content. Commercial use of forums is prohibited, and you may not solicit funds or advertise goods/services. We are not responsible for user-posted material except for that signed by our representatives. We reserve the right to moderate and remove any material deemed inappropriate. By posting, you grant us and/or affiliated companies the right to use your content in various media. You warrant ownership or control of posted content and waive any moral rights. You are not entitled to compensation for posted materials.

Registration

We reserve the right to suspend or terminate the registration of any user who violates these Terms of Use or forum guidelines.

Disclaimers

Information, products, and services provided on our Sites are offered "as is" without warranties of any kind. We do not guarantee the accuracy or effectiveness of any information or materials provided. We are not liable for any damages resulting from the use of our Sites or the content therein. The information, services, products, and seminar topics on our Sites are provided "as is" without warranties, including implied effectiveness or success strategies, except for labeled guarantees of satisfaction and graduation. We do not guarantee uninterrupted or error-free functions, nor do we ensure the absence of viruses. We do not warrant the correctness, accuracy, or reliability of the materials on the Sites. Users bear the entire cost of any necessary system repairs. We do not endorse or guarantee the quality of speakers, products, or services offered on the Sites or linked sites, and we are not responsible for any transactions between users and third-party providers. This disclaimer applies to all aspects of well-being, including mental, emotional, and physical health.

Limitation of Liability

In no event, including negligence, shall we or our licensors or suppliers be liable for any special or consequential damages arising from the use of materials or information on the Sites, or any products or services provided, even if advised of such damages. Applicable law may not allow the limitation of liability, so this limitation may not apply to you. Our total liability to you for all damages shall not exceed the amount paid by you for accessing the Sites.

We are not responsible for any loss or damage resulting from advice, goods, or services provided by guest speakers on our Sites or at our events. We are also not liable for any loss or damage suffered by our guest speakers in connection with their photo, name, or biography displayed on our Sites or in our marketing materials.

No Professional Advice

Information provided on our Sites does not substitute professional advice in any field. Users are encouraged to consult appropriate professionals for specific concerns. We and our licensors make no guarantees regarding the effectiveness of treatments or medications discussed on the Sites. We are not liable for any decisions made based on information obtained from our Sites. You are solely responsible for your decisions and actions, and you agree not to hold us liable for any outcomes.

Earnings Disclaimer

Statements regarding financial matters on our Sites are for informational purposes only and do not guarantee financial success. Users are responsible for their own actions and results.

Parental Permission

Our Sites are not intended for children under 13, and we do not knowingly collect personal information from minors. Parental supervision is advised for children accessing the internet.

Mature Content

Our Sites may contain mature topics and language related to personal and professional growth. The Sites are not intended for children under thirteen, and we do not knowingly collect personal information from children under thirteen. We advise parents to supervise their children's internet use and utilize parental controls. Users under 18 may need parental consent to access certain content, and we may restrict access based on age. You agree to comply with these restrictions and not assist others in bypassing them. Users uncomfortable with such content should refrain from using our Sites.

Confidentiality and non-compete

Users agree not to reproduce, distribute, or teach materials from our Sites without written permission. Unauthorized use of our proprietary content may result in legal action.

By accessing and using our Sites, you agree to these Terms of Use and Privacy Policy. If you do not agree with any part of these terms, please refrain from using our Sites. For further inquiries, please contact us using the contact information below.

SOPHROSYNE, LLC

D/b/a Sustainable Life Change Institute of America

c/o Marci Batiste, President

1079 W. Round Grove Rd

STE 300-154

Lewisville, TX 75067

Phone: 469-338-8003

Email: info@sustainablelifechange.com



Terms, Disclaimers, and Conditions for Events

The following terms and conditions apply to participation in any program, training, workshop/seminar, keynote, or other event ("Event") sponsored or facilitated by SOPHROSYNE, LLC and its subsidiaries ("Promoter"). By registering for our events, attendees agree to abide by the terms and conditions outlined. Attendees are expected to conduct themselves professionally and respectfully at all times.

By registering for the Event at any of our locations ("Venue"), you (the "Attendee") acknowledge and agree to abide by these terms and conditions. If you disagree with any of the following Terms and Conditions, please refrain from registering for or attending our event.

The promoter and associated entities are not liable for any injury, loss, or damage incurred during participation in events.

Personal Conduct

Attendees are expected to maintain a respectful and professional demeanor towards our staff, venue staff, location hosts, speakers, and fellow attendees throughout the Event which includes schedule and non-scheduled breaks. The Promoter reserves the right to immediately dismiss any Attendee and/or their guests from the event and venue if they are found to be rude, uncooperative, unprofessional, intoxicated, or in possession of alcohol or any illegal substance. The venue will also maintain the right to dismiss attendees for violation of their policies and terms. In such instances, the Attendee's event fees will not be refunded, and they will forfeit any entitlement to future products, services, or communications from the Promoter. Additionally, Attendees will not receive any advertised bonuses or qualify for any guarantees, whether written or implied.

Liability Waiver

While we strive to ensure the safety of all Attendees at the Seminar, it's essential to recognize that Attendees assume responsibility for their own safety and conduct. By attending the Event, the Attendee acknowledges and agrees to the following:

By attending the Event, Attendee voluntarily assume all risks may arise while attending the Event. Attendees hereby release the Promoter, Marcia Batiste/ SOPHROSYNE, LLC and its subsidiaries, and their officers, employees, interns, contractors, sponsors, and representatives from any liability for loss or damage to personal property, as well as any illness, injury, or death that may occur during while attending the Event, regardless of whether such incidents result from the negligence of the Promoter or their representatives.

Attendees also agree to indemnify and hold harmless the Promoter, Marcia Batiste/ SOPHROSYNE, LLC and its subsidiaries and any third-party company from liability for injury, death, or property damage resulting from the attendees negligent or intentional actions while

attending the Event. The Promoter and Marcia Batiste/ SOPHROSYNE, LLC and its subsidiaries will not be held liable for any injury, death, or loss of personal belongings sustained during the Event.

In the event of an accident or illness requiring emergency medical treatment during the Event, Attendee consent to such treatment and agree to be financially responsible for any resulting medical or legal expenses. I will notify the Promoter verbally and in writing if I sustain an injury prior to, during, or after the Event, or if I have any medical conditions that emergency medical personnel should be aware of. Attendee understands that the Promoter is not obligated to act on this information or provide medical assistance. The Attendee is responsible for notifying the Promoter and Venue of any food allergies and corresponding symptoms or allergic reactions

If Attendee agrees to notify the Promoter of any medical or psychological conditions that may prohibit safe participation in the Event. The Promoter reserves the right to prohibit Attendee from participating the Event if it is deemed necessary to protect the safety and well-being of the Attendee or others participating in the Event.

No Professional Advice

Information provided on our Sites does not substitute professional advice in any field. Users are encouraged to consult appropriate professionals for specific concerns. We and our licensors make no guarantees regarding the effectiveness of treatments or medications discussed on the Sites. We are not liable for any decisions made based on information obtained from our Sites. You are solely responsible for your decisions and actions, and you agree not to hold us liable for any outcomes.

Mature Content

The Event may contain mature topics and language related to personal and professional growth. Our events are not intended for individuals under eighteen. Attendees under 18 will require parental consent to attend. The Promoter reserves the right to restrict access to the Event based on age, regardless of parental consent if it is deemed that the presence of a minor will inhibit the effectiveness of the content. In some instances, adult language including profanity may be used to emphasize a point or engage the audience, always ensuring it's done with tact and discretion. While we won't be lewd, participants uncomfortable with such topics or language should refrain from attending the Event.

Confidentiality and non-compete

Attendee acknowledges that the tools, processes, strategies, materials, and information shared during the Event are confidential, copyrighted, and proprietary to the Promoter, Host, or Guest Presenters. Attendee agrees not to record, duplicate, distribute, teach, or train from the event materials without express written permission from the Promoter or legal owner of the material. Unauthorized use or distribution of these proprietary concepts, materials, and intellectual

property is prohibited, and the Promoter reserves the right to pursue legal action and seek full damages for any violations.

Audio, Video, Photo Rules, and Release

Attendees are prohibited from using recording devices, photography, or videography during the Event without permission from the Promoter.

Attendee acknowledges that the Promoter reserves the right to record portions of the event in video and audio, and/or capture still and/or digital photographs. By participating, Attendee grants the Promoter permission to use such recordings and photographs, including Attendee's name, image, likeness, voice, and biographical details, for marketing and advertising purposes in any media format, online or offline, without further compensation or notification.

Attendee acknowledges that all recordings from the Promoter's events are the exclusive property of the Promoter, and Attendee does not expect compensation for their use. Promoter retains all rights to audio, video, and/or photographs captured during the Event or any other live events.

Cancellation Policy

Once an Attendee registers for an Event, we make extensive arrangements and investments anticipating their attendance. Therefore, we do not accept cancellations or issue refunds beginning 5 days after registration. If an Attendee cancels within 5 days of registering, a full refund will be provided within 30 days. However, after 5 days, no refunds will be issued. Attendees are encouraged to carefully consider their ability to attend before registering. If unable to attend after registering, options include transferring the ticket to someone else or attending a future event at our discretion.

Earnings Disclaimer

While we strive to accurately represent our Events and the potential benefits for your personal and professional growth and development, we cannot guarantee success. Any forward-looking statements are opinions and not guarantees of performance. Attendee success depends on various factors including personal skills, knowledge, dedication, and individual situation, which differ among participants. Therefore, we cannot guarantee your success, income level, or revenue generation. We do not offer professional legal or financial advice, and we make no guarantees of results as per FTC law.

Refund Policy

As indicated in our Site and marketing materials, once a program or event has commenced, including Live, Virtual, and Pre-Recorded sessions, and materials have been distributed, they are considered non-refundable unless otherwise specified in writing. However, in cases of

medical emergencies or the death of an immediate family member, attendees or registrants may submit a written appeal with supporting documentation for a refund consideration. Reimbursement exceptions, if granted, will be processed within 60 business days of the event. Please note that all refund requests must be submitted within 24 hours of the event to qualify for consideration. The decision to grant exceptions rests solely with the Promoter, and all decisions are final and binding. Please refer to our full refund policy available online at [Refund Policy | Sustainable Life Change Institute of America](#) or you may inquire by sending an email to the address below.

Acknowledgment

By attending and participating in the Event(s), you acknowledge and agree to adhere to the terms and policies set forth by the Promoter. You also accept responsibility for understanding and abiding by the rules and terms governing your attendance and participation in events facilitated or sponsored by the Promoter. If you do not agree with any part of these terms, please refrain from attending our event(s) or utilizing our sites or services. For further inquiries, please contact us using the contact information below.

SOPHROSYNE, LLC

D/b/a Sustainable Life Change Institute of America

c/o Marci Batiste, President

1079 W. Round Grove Rd

STE 300-154

Lewisville, TX 75067

Phone: 469-338-8003

Email: info@sustainablelifechange.com



Privacy Policy

At SOPHROSYNE, LLC, also known as Sustainable Life Change Institute of America, we are dedicated to safeguarding your privacy and security. We are headquartered in the United States of America and manage this site from our offices. While accessing this site from other locations is possible, users are responsible for adhering to local laws.

External Sites

Our Sites may include links to other websites, such as our sponsors or bookstores, which may offer products or services of interest. These sites may collect personal information from you, and their privacy policies will govern how it is used. We do not control these third-party sites or their policies. Please review their privacy policies before sharing any personal information with them. We encourage users to review the privacy policies of these external sites before providing any personal information.

How and Why, We Collect Information

We gather information to facilitate your participation in selected activities. For instance, when you register for a seminar, we use your details to reserve your seat, track preferences, and update you about seminar-related events. Visitors can explore many areas of our Sites without providing personal information. However, for certain activities like seminar registration or sweepstakes participation, we may request personal details through online forms. Your engagement in these activities is optional, but providing the requested information is necessary to participate. We collect personal identification information only if you voluntarily submit it. We'll inform you about the usage of your data and seek your consent before sharing it with third parties, except as stated in this policy. If you share your contact information, you might receive periodic emails, mailings, or calls from us. If you wish to opt out of any communication channels, please email us at INFO@SUSTAINABLELIFECHANGE.COM, providing your exact details. When using our Sites, we or our authorized technology service provider may collect technical and routing information to enhance your user experience. This data helps us understand user preferences, traffic patterns, and technologies used, enabling us to continually enhance our Sites. We aggregate this information to perform statistical analysis, marketing, or promotional activities without identifying individual users.

Cookies and Technical Information

Cookies are used to collect this data during your visit, serving as an identification card to record preferences and activities. Most browsers accept cookies by default, but you can adjust settings to receive notifications and manage cookie acceptance. We may collect technical information, like IP addresses and browsing patterns, to improve site functionality and user experience. This information is collected anonymously and used for statistical analysis or marketing purposes. We may use cookies to enhance your browsing experience, but you can adjust your browser

settings to manage cookies. However, certain web pages may require cookies for authorization, and rejecting them may limit access to those pages.

Exceptions to Privacy Policy

While maintaining the security and privacy of your information is our priority, there are exceptions to our privacy policy:

1. *Legal Compliance*: We may disclose specific information about you or your account to comply with valid legal inquiries or processes, such as search warrants, subpoenas, statutes, or court orders.
2. *Security Breaches*: Information may be released in special cases, such as attempted breaches of site security or physical or property threats to you or others.
3. *Corporate Changes*: User information, including personally identifiable information, may be transferred in connection with corporate mergers, consolidations, asset sales, or other significant corporate changes.
4. *Transaction Processing*: Information entered during purchases or online donations will be shared with payment processors, financial gateways, and credit card companies to authorize payments. Necessary third parties may also receive this information solely for transaction purposes.
5. *Discussion Boards*: If you provide personal information online through discussion boards or posting sites, it can be collected and used by third parties. While we strive to protect user privacy, we cannot guarantee the security of information posted in these forums, and disclosure is at your own risk.
6. *Protection from Harm*: We may disclose specific information about you or your account to prevent harm to yourself or others. This includes situations where there is an imminent risk of harm to an individual's mental, emotional, or physical well-being.

Miscellaneous

These terms will be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to any conflicts of law principles. You agree that any disputes or legal proceeding arising out of or related to these terms will be resolved through mediation or arbitration in Arizona. If any provision of these terms is found to be unlawful, void, or unenforceable, that provision will be deemed severable from the remaining terms and will not affect their validity and enforceability. We reserve the right to update these terms at our discretion.

Review and Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of the State of Arizona. Attendees agree that any dispute arising from or relating to these Terms shall first be subject to non-binding mediation in Arizona with a professional mediator arranged by the Promoter. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration conducted in Arizona under the rules of the American Arbitration Association. If any provision of these Terms is found to be unlawful, void, or unenforceable, such provision shall be deemed severable from the remaining terms, which shall remain valid and enforceable.

Updates

These Terms are subject to change at any time and at the sole discretion of the Promoter. Please visit the site regularly for updates.

Contact Information for Inquiries

This policy highlights our dedication to safeguarding your rights, privacy, and security when utilizing our services. We encourage you to thoroughly review these terms and don't hesitate to reach out if you have any questions. For inquiries concerning the terms and policies mentioned above, please feel free to contact us at:

SOPHROSYNE, LLC

D/b/a Sustainable Life Change Institute of America

c/o Marci Batiste, President

1079 W. Round Grove Rd

STE 300-154

Lewisville, TX 75067

Phone: 469-338-8003

Email: info@sustainablelifechange.com

