

Privacy Policy - Terms & Condition - Disclaimers

February 5th 2022

Thank you for visiting <https://LetsManifest.org>, (hereinafter "Website," "Site," definition including Let's Manifest Sales Pages hosted on Thrivecart), owned by Minoo Shinde (hereinafter, "Company," "we," "us," "our"), a New Jersey-based company.

Please see the Company's contact information at the bottom of this privacy statement should you have any questions.

We respect and value the privacy of everyone who visits our Site and will only collect and use information in a manner consistent with your rights and our obligations under the law.

This Privacy Policy applies only to your use of this Website. It does not extend to any websites that are linked to our Site (whether we provide those links or whether they are shared by other users). We have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

Please read this statement carefully as it is intended to help you understand the types of information we collect, why we collect it, and the ways you can manage any personal information we may collect about you.

We have made every reasonable effort to explain the terms of this Privacy Policy in easy-to-understand language. If you have any questions, please use the contact information provided below.

It is important to us that you make a reasonably informed decision as to whether to continue reading the information provided on this website and whether you ultimately choose to share any of your personal information with us.

PERSONAL INFORMATION

For purposes of this Privacy Policy, "personal information" means any information that could identify you as an individual through the information that is unique to you. This type of information is often referred to as a "unique identifier," which is a numeric or alphanumeric string of characters that can be used to uniquely identify an individual. Obvious unique identifiers are name, address, and phone number. Other unique identifiers include your email address, a website URL, billing information, Internet Protocol (IP) addresses, or any other data that could reasonably be linked to your identity.

Unique identifiers can be used for various purposes, including remembering your browsing preferences, your purchase history, directing advertising specifically to you, collecting information about your browsing history, as well as determining whether emails sent to you by us were received and/or opened.

We also use the information we collect from your use of our existing programs and services to help us develop new ones, and at times to send you personalized ads based on your particular interests.

However, we do not use sensitive information such as race, sexual orientation, religion, or health, to determine which ads we send you, and we do not collect genetic or biometric data (ex., fingerprints, retina patterns, voice waves).

Unique identifiers are sometimes stored in "cookies" (see below) to help websites display certain content in your browser and to remember, for example, your preferred language.

We may also collect information from the content you provide to us through our products and services. Be advised that this content may also include personal information that would also be protected by our Privacy Policy.

WHY DO WE COLLECT AND STORE INFORMATION FROM YOUR COMPUTER

As indicated above, data regarding your computer hardware and software, including your IP address, browser, dates and times of access, domain names, and websites that referred you here, may be collected by the Site for purposes of improving the quality of the information and services provided; to

understand our visitors' preferences; to make improvements to our visitors' overall experience of this website, and to personalize this experience where doing so would improve the enjoyment of the Site. With the data we collect from your computer hardware and software, we are able to learn about the number of visitors to our Site and the types of technology visitors use on our Site. However, we do not track or record information about individuals and their visits (unless they are willingly participating in one of our programs) and we do not share this data with anyone outside the Company unless necessary for law enforcement purposes (see "disclosure exceptions" below). In other words, while we may be tracking what your computer is doing, we are not tracking the various individuals that may be using a particular computer unless they have identified themselves as a participant in one of our programs.

INTERACTING WITH YOU

The information we collect from you, specifically your email address, is used to interact with you directly, however, it is a privilege we do not take for granted. While we may use your data for marketing purposes, which may include contacting you by email with information, news and offers about our products and services from time to time, we will not send you any unsolicited marketing materials or spam and promise to take all reasonable steps to ensure that your privacy rights are protected.

If you're already a client, we use your information to communicate with you directly as a method of providing information about how to use our programs.

You always have the option to unsubscribe from all mailings by clicking the "unsubscribe" link at the bottom of all emails we send. You may also email us directly about your privacy preferences. (See our contact information below.)

PROCESSING YOUR PERSONAL DATA

Your Personal Data will be processed by us only if we have a lawful basis for doing so. "Processing" generally includes actions that can be performed in connection with data such as collection, use, storage, and disclosure. Lawful bases for processing data include consent, contractual necessity, and our "legitimate interests" or the legitimate interest of others, as further described below.

Contractual Necessity: We process the following categories of Personal Data as a matter of "contractual necessity", meaning that we need to process the data to perform under our Terms of Service. When we process data due to contractual necessity, failure to provide such Personal Data will result in your inability to use some or all portions of the Services that require such data.

First and last name

Email address

Password

Access to content (such as classes, membership, or courses)

Legitimate Interest: We may process the following categories of Personal Data when we believe it furthers the legitimate interest of us or third parties.

First and last name Email address Location information IP address

Your activity on the Services, including class usage information and community interaction data Examples of these legitimate interests include:

Operation and improvement of our business, products, and services

Personalization of web content on the Service

Analyzing the use of the Services Marketing of our products and services Provision of customer support

Protection from fraud or security threats Compliance with legal obligations Completion of corporate transactions

Consent: In most cases, we process Personal Data based on the consent you expressly grant to us at the time we collect such data. When we process Personal Data based on your consent, it will be expressly indicated to you at the point and time of collection.

Other Processing Grounds: From time to time we may also need to process Personal Data to comply with a legal obligation, if it is necessary to protect the vital interests of you or other data subjects, or if it is necessary for a task carried out in the public interest.

GATHERING PERSONAL DATA WITH YOUR CONSENT

Personal information that uniquely identifies you is only gathered with your explicit authorization and only in exchange for information, products, or services, whether free or paid. Be advised that if you choose not to provide this information you will not be able to receive information, products, or services offered by us to you as we will not have the means to deliver it to you.

We will only process your personal data if at least one of the following applies:

You have given consent to the processing of your personal data;

Processing is necessary for the performance of a contract to which you are a party;

Processing is necessary for compliance with a legal obligation to which we are subject;

Processing is necessary to protect the vital interests of you or of another natural person;

Processing is necessary for the performance of a task carried out in the public interest; and/or

Processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by one's privacy rights or where the data subject is a child.

You always have ultimate control over the information you receive from us. Note that some of your information may be shared with third-party payment processors and credit card companies in order to process payment transactions and deliver our products and/or services to you.

Any information that we may reasonably provide to other trusted businesses in order to process business transactions you choose to have with us is always in accordance with our instructions and comply with the terms of this Privacy Policy and the confidentiality we promise to uphold on your behalf. For example, we may use a third-party service provider for customer support purposes.

We will never intentionally disclose any information regarding your personal identification to any third party without your consent. If you choose to provide us with such information, you agree to receive information, products, or services from this website.

If at any time you wish to opt-out or unsubscribe, you may do so by clicking "unsubscribe" at the bottom of any email you receive from us, or by notifying the Company directly. See our contact information below. Rest assured that you always have the ability to manage your contact information.

We will always ask for your permission before using any of your personal information for a purpose that has not been covered in this Privacy Policy.

Be advised that when you click and follow a link on this Website that takes you to another website, your interactions outside of this website are no longer protected by our Privacy Policy.

NOTE: We may share information that does not include a unique identifier and would not reasonably be considered "personal data" in that it does not include information that would allow anyone to identify you as an individual. For example, advertisers or outside services may use non-personal data to enhance the experience of a visitor to their websites.

THIRD-PARTY ANALYTICS SERVICE PROVIDERS

As indicated above, this Website may use third-party analytics service providers to evaluate and provide us and/or third parties with information about the use of the Website and viewing of content on the Site.

Third-party analytics service providers may use cookies to track certain behavioral usage information regarding users of your computer through the use of their own tracking technologies. Third-party cookies and other tracking technologies are not controlled by us, even if they use our technology to store or collect data. This Privacy Policy does not apply to the methods for collecting information used by third-party analytics service providers or the use of the information that such third-party analytics service providers collect. Note that the relevant third-party analytics service providers' terms of use, privacy policies, permissions, notices, and choices should be reviewed by you regarding their collection, storage, and sharing practices. We make no representations regarding the policies or practices of third-party analytics service providers.

GOOGLE ANALYTICS

We use Google Analytics to gather data that allows us to understand how our website and the services we offer are being used, and to improve both our website visitor and client experiences.

OPTING OUT OF GOOGLE ANALYTICS TRACKING

You can install the Google Analytics Opt-out Browser Add-on by clicking [here](#).

You can also opt-out of Google's use of cookies by visiting Google's ad settings and/or you may opt-out of a third-party vendor's use of cookies by visiting the Network Advertising Initiative opt-out page.

FACEBOOK

We strictly abide by Facebook's Data Use Restrictions when advertising on Facebook. DATA COLLECTION TECHNOLOGIES WE USE

We may use various technologies to collect and store information, including cookies, (text files placed on your hard drive by our server to store information about the way you use our Site so that it can recall that information in order to personalize your next visit).

Certain features of our Site may depend on cookies to function. These Cookies are deemed to be "strictly necessary" under the most stringent privacy laws, including the European Union's GDPR (see below).

You may also restrict your internet browser's use of cookies. Most internet browsers also enable you to choose whether you wish to disable all cookies or only third-party cookies. By default, most internet browsers accept cookies but this can be changed. For further details, please consult the help menu in your Internet browser or the documentation that came with your device.

You may also choose to delete cookies at any time however you will likely lose any information that enables you to access our Site more quickly and efficiently.

DATA OBTAINED FROM THIRD PARTIES

We follow what is considered generally accepted industry standards to protect the personal data submitted to us, however, no method of transmission or electronic storage can ever be 100% secure. For this reason, we cannot guarantee the absolute security of such data.

The Company may obtain data indirectly from third parties such as social networks and other public sources, including public databases.

The transmission of any sensitive information (such as credit card number) you provide to us on order forms that are hosted by third-party service providers is encrypted using secure socket layer technology (SSL).

RETENTION AND STORAGE OF YOUR PERSONAL INFORMATION

The Company retains your personal information only for as long as reasonably necessary to fulfill the purpose for which it was collected, as well as to comply with applicable laws. You may make a request to remove any and all data collected by us. See our contact information below.

We take appropriate technical and organizational measures to ensure a level of security appropriate to the level of risk. DISCLOSURE EXCEPTIONS

This website will disclose your personal information, without notice, but only if:

It is required to do so by law;

As required by service of process;

To defend our rights and property;

To protect the personal safety of visitors to this website.

IN THE EVENT OF A PERSONAL DATA BREACH

Should there be a breach of personal data, the Company shall notify you and all competent supervisory authorities without undue delay and, where feasible, not later than 72 hours after having become aware of such a breach.

DATA PROTECTION LAWS

Data protection laws differ from state to state (in the United States) and from country to country, with some having greater protections than others. We strive to maintain the highest level of privacy for anyone who shares information with us, regardless of where they reside.

Whenever we receive formal written complaints, we respond directly to the person who made the complaint. Should you have a complaint, please be sure to include your contact information so that we may act swiftly to rectify the situation. We are further committed to working with any appropriate

regulatory bodies to resolve complaints regarding any transfer of data that is in breach of this Privacy Policy.

EUROPEAN UNION PERSONAL DATA

If you are located in the European Union (“EU”), United Kingdom, Lichtenstein, Norway, or Iceland, you may have additional rights under the EU General Data Protection Regulation (“GDPR”) with respect to your personal data so as to ensure that it is processed lawfully, fairly, and transparently, without adversely affecting your rights.

Upon request, we agree to provide you with information regarding any of your personal data that we have processed. You always have the right to withdraw your consent, request the erasure of any personal information we hold, and/or object to the further processing of such information. Please email us at the contact email provided below and put “Attention Privacy Protection Officer” in the subject line. Upon receipt of your email, we will cease processing your personal data.

CALIFORNIA RESIDENTS

The California Online Privacy Protection Act (CalOPPA) requires California companies to provide an opportunity for California residents to opt-out or unsubscribe from having personal information used by third parties (such as advertisers or a listed companies) for direct marketing purposes.

This Company is not a California-based business and therefore does not honor behavioral advertising opt-out or “do not track” mechanisms. This includes general web browser “Do Not Track” settings and signals.

However, if you are a California resident you may contact us using the contact information below to exercise your disclosure choice options.

CHILDREN: MINIMUM AGE REQUIREMENT

This website complies with the Children’s Online Privacy Protection Act of 1998 (COPPA). COPPA and its accompanying regulations protect the privacy of children using the Internet.

This website is intended for persons eighteen (18) years of age or older. However, per COPPA rules, anyone under the age of thirteen (13) must seek the permission of a parent or guardian before using this website.

Furthermore, this website will not knowingly contact or collect personal information from anyone under 13 and does not intend to solicit information of any kind from persons under the age of 13.

WHEN THIS PRIVACY POLICY DOESN’T APPLY

This Privacy Policy does not apply to third parties that may advertise our services or to companies who may link to this Website. Neither does it apply to websites to which we may include links in our informational materials and in our services.

POLICY CHANGES/REVISIONS

The Company reserves the right to change this Privacy Policy, without notice, at its discretion, by posting updates on this website. You are encouraged to revisit this page periodically in order to stay informed of any changes. The Privacy Policy posted at any time via this website shall be deemed to be the Privacy Policy then in effect.

It is incumbent upon you to make reasonable efforts to review our Site’s Privacy Policy from time to time so as to become aware of any changes, revisions, or modifications. However, we will not make any significant changes without providing you with reasonable and sufficient notice by email where possible. Should your privacy rights be affected in any way by changes to this Privacy Policy, you will be notified to obtain consent to such changes. We also indicate the date of the most recent updates to these terms.

CORRECTING OR UPDATING YOUR INFORMATION

You are invited to help us keep your personal data up to date by notifying us of any changes to your personal information. You may contact us to correct or update your personal information.

HOW TO CONTACT THE COMPANY

If you have any questions or concerns regarding this website’s Privacy Policy, or how your personal data is being used by the Company, please contact us by email at: Minoo@LetsManifest.org

Please put "ATTN Privacy Protection Officer" in the subject line.

Terms of Use and Disclaimer

LETS MANIFEST, 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 LETS MANIFEST, LLC or <https://letsmanifest.org> ("Website") digital or downloadable resources, online course, one-on-one or group coaching, class, program, workshop, or training, video, enter any online private forums operated by LETS MANIFEST, LLC (for any purpose), whether on a website hosted by LETS MANIFEST, LLC or a third-party website such as an online course platform or Facebook.com, participate in any workshop or challenge; attend any live event hosted or promoted by LETS MANIFEST, LLC; and/or purchase or take part in any future service or activity offered by LETS MANIFEST, LLC, whether now known or unknown (collectively "Lets Manifest Activities").

If you do not agree with these TOU, you may not use the Website or its Content.

As used in these TOU, the term "Releases" is defined to include the following: (i) LETS MANIFEST, LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively, "Lets Manifest"); (ii) any volunteers; and (iii) Minoo Shinde

1. PARTICIPANTS

The Website, Content, and "Lets Manifest Activities" are intended and only suitable for individuals aged 18 and above. Some of their content may not be appropriate for children. Children under the age of 18 are not permitted to use the Websites or Content. "Lets Manifest" hereby disclaims all liability for use by individuals under the age of 18.

The Website and Content, and "Lets Manifest Activities" are intended for adults 18 years and older, as further explained in the Refund Policy below.

2. PAYMENT AND REFUNDS

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to "Lets Manifest", without any additional authorization, for which you will receive an electronic receipt. You also agree that "Lets Manifest" is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

Payment in full is required before you will be permitted to participate in any "Lets Manifest" Activities.

Refund Policy

Your sale is final, and you are not eligible for any refund.

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

3. INTELLECTUAL PROPERTY RIGHTS 4. 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 are accessible on or through the "Lets Manifest" website, any third-party website "Lets Manifest"

may use to distribute or host the “Lets Manifest” Activities, contained in e-mails sent to you by “Lets Manifest”, or provided at in-person events by “Lets Manifest”, as well as the look and feel of all of the foregoing (“the Content”) is property of “Lets Manifest” and/or our affiliates or licensors unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

1. “Lets Manifest” Limited License to You:

If you view, purchase or access any “Lets Manifest Activities” 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 only.

This means you may view, download, print, email and use one copy of individual pages of “Lets Manifest Activities” and Content for your own personal purposes or your own internal business use only.

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

You must receive our written permission before using any of the “Lets Manifest Activities” or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the “Lets Manifest Activities” or Content are trademarks belonging to “Lets Manifest” 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. 1.

Unauthorized Use

Your use of any materials found in the “Lets Manifest Activities” or Content or private groups held on third-party forums operated by “Lets Manifest”, 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 Vve (5) times the total fees paid for the “Lets Manifest Activities” in the event of your Unauthorized Use, or a minimum of \$5,000 if you did not pay fees for the “Lets Manifest Activities”, in addition to any legal or equitable remedies “Lets Manifest” may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

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

1. Your License to “Lets Manifest”; Use in Testimonials and Marketing.

By posting or submitting any material during the “Lets Manifest Activities” 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 are also granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of “Lets Manifest” current or future “Lets Manifest Activities” and Content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the “Lets Manifest Activities” or in our Content at any time for any reason.

You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during the Program that may contain you, your voice and/or your likeness. In the Company's sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to the Company or created by the Company in connection with your participation in any Program, without compensation to you at any time, now or at any time in the future.

You also grant us, and anyone authorized by us, the right to use your likeness and identify you as the author and individual depicted in any comments, posts, photos, images, videos, or other contributions created by you or the Company, or by name, email address, or screen name, for any purposes, including commercial purposes and advertising. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

This means you give "Lets Manifest" permission to use anything you submit or post in the "Lets Manifest Activities" or any third- party forum or website operated by "Lets Manifest", or anything captured by "Lets Manifest" during your participation in the "Lets Manifest" Activities, other than images in which your face is visible and recognizable or your full name.

1. 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 us, you should request permission in writing BEFORE you use the Content by sending an e-mail to Minoo@LetsManifest.com.

If you are granted permission by "Lets Manifest", you agree to use the specific Content that "Lets Manifest" allows and only in the ways for which "Lets Manifest" has given you its written permission. If you choose to use the Content in ways that "Lets Manifest" 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 "Lets Manifest Activities" and Content.

4 COACH/CLIENT RELATIONSHIP AND RESPONSIBILITIES OF THE PARTIES

5 "Lets Manifest's " Responsibilities:

"Lets Manifest's " staff are trained to use their communication skills and coaching tools to support you throughout the "Lets Manifest" Activities.

"Lets Manifest's " staff will provide guidance to you based on the information you provide.

"Lets Manifest's " staff will answer questions through the Facebook group and live group coaching calls on Zoom or Facebook Live; replays will be made available if you are not available to attend live.

1. Your Responsibilities for Best Results:

Watch and/or listen to all video content provided on the Website and complete all worksheets assigned during the "Lets Manifest" Activities, at your own pace.

Attend live group coaching calls.

Participate, engage, and ask for coaching and help in our private Facebook group and in the member portal on our Website. Attend live in-person events, if applicable.

You agree that coaching is not to be used as a substitute for professional advice of any kind, including medical, mental, or other qualified professional help and you agree to seek professional guidance for such matters, should they arise, independent of the coaching relationship.

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 "Lets Manifest", whether or not officially sanctioned, owned, or operated by "Lets Manifest". 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 "Lets Manifest". 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 "Lets Manifest".

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by "Lets Manifest" and any third-party forums operated by "Lets Manifest". Any material you post on "Lets Manifest's " website or in any third-party forums operated by "Lets Manifest" may become public.

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 "Lets Manifest's " website and any third-party forums operated by "Lets Manifest", whether by leaving a comment, participating in a chat, public or private forum, or another 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, 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 "Lets Manifest" or other "Lets Manifest Activities" participants

Causing damage to any "Lets Manifest" website or third-party forums operated by "Lets Manifest"

Using any "Lets Manifest" website or third-party forums operated by "Lets Manifest" for any unlawful, illegal, fraudulent or harmful purpose or activity

Using any "Lets Manifest" website or third-party forums operated by "Lets Manifest" to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software

Using any "Lets Manifest" website or third-party forums operated by "Lets Manifest" to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes

Systematically or automatically collecting data from any "Lets Manifest" website or third-party forums operated by "Lets Manifest"

Using any "Lets Manifest" website or private forum or third-party forums operated by "Lets Manifest", to take pictures and/or screenshots of comments, posts, pictures, materials or any other content posted and/or shared by Participants without receiving their advance permission

Sharing private and proprietary information from the "Lets Manifest Activities" with anyone else

If in "Lets Manifest's " sole discretion, your conduct violates these TOU in any way, you agree that "Lets Manifest" may immediately and permanently terminate your participation in "Lets Manifest Activities" and Content, and remove you from private Facebook groups or other third-party forums operated by "Lets Manifest". Upon termination of your participation, it is in our sole discretion to decide whether you will receive a refund.

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

j. CONFIDENTIALITY

"Lets Manifest" is not legally bound to keep your information confidential. You acknowledge that our communications are not covered by any doctor-patient privilege or another privilege.

Confidential information does not include information that:

(a) was in the “Lets Manifest’s “ possession prior to your participation in the Program;
(b) is generally known to the public or in your circle of friends and family and co-workers; or (c) “Lets Manifest” may be required by law to disclose.

You agree that “Lets Manifest” 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, or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

“Lets Manifest” may record coaching calls and share them in the Program, on the “Lets Manifest” website, or on third-party forums operated by “Lets Manifest”.

You agree you will not share any recorded coaching calls or third-party forum postings outside the private member areas of the “Lets Manifest’s “ website or any third-party forums operated by “Lets Manifest”, without permission. If “Lets Manifest” discovers you have done so without permission, this will be grounds for immediate termination of your access to the Program and Content. “Lets Manifest”, at our discretion, may issue a refund.

7. USERNAME AND PASSWORD

To access certain features of the “Lets Manifest” Activities, including any private membership areas, you may need a username and password. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If “Lets Manifest” has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non- public material from the “Lets Manifest Activities” to any other person, “Lets Manifest” has the right to suspend or terminate your account and refuse any and all current or future use of the “Lets Manifest Activities” or any Content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of “Lets Manifest’s “ website Privacy Policy.

I. SAFETY

You agree that you are able to safely participate in the “Lets Manifest Activities” and have no medical condition that would make your participation in “Lets Manifest Activities” more hazardous.

9. CONSENT TO MEDICAL CARE

You consent to medical care and transportation in order to obtain treatment in the event of injury to you as “Lets Manifest”, volunteers or medical professionals may deem appropriate and understand that this Agreement extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

10. FOLLOWING RULES, INSTRUCTIONS

You agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by “Lets Manifest” through its employees, representatives, or agents and to abide by any decision of any “Lets Manifest” staff or volunteers, or “Lets Manifest” vendors or contractors, relative to your ability to safely participate in or attend “Lets Manifest” Activities.

11. DAMAGE OR THEFT OF PROPERTY

You understand and agree that the Releases are not responsible for any personal item or property that is lost, damaged or stolen at or during “Lets Manifest” Activities.

12. APPROPRIATE BEHAVIOR; DISMISSAL WITHOUT REFUND

You understand and agree that you are expected to exhibit appropriate behavior at all times while at any live, in-person “Lets Manifest Activities” and to obey all local, state, and federal civil and criminal laws while participating in or attending “Lets Manifest” Activities. This includes, generally, respect for other people, equipment, facilities, or property. “Lets Manifest” may dismiss you, without refund, should your behavior endanger the safety of or negatively affect “Lets Manifest Activities” or any person, facility, or property.

13. CONSUMPTION OF ALCOHOL OR OTHER INTOXICANTS

You agree not to consume alcohol or any other intoxicant prior to “Lets Manifest Activities” that involve physical exercise or activity or use any medicine or substance that will inhibit your mental or physical ability to safely participate in such “Lets Manifest” Activities. If you choose to consume alcoholic beverages or other intoxicants prior to, during, or after any other “Lets Manifest” Activities, you agree you will do so responsibly, and only if you are over the age of twenty-one (21).

14. Termination

“Lets Manifest” reserves the right in its sole discretion to refuse or terminate your access to the “Lets Manifest Activities” and Content, member portal, as well as private Facebook groups operated by “Lets Manifest”, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the “Lets Manifest Activities” or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the “Lets Manifest Activities” and its Content will still apply now and in the future, even after termination by you or “Lets Manifest”.

In the event you are not meeting milestones in any “Lets Manifest Activities” or “Lets Manifest” determines you are not likely to achieve your desired results, “Lets Manifest” may, in its sole discretion, give you the option to either terminate your participation in any “Lets Manifest Activities” with a full or partial refund or continue to participate in any “Lets Manifest Activities” with an express forfeiture and waiver of any future opportunity to request a refund.

15.

PERSONAL RESPONSIBILITY, ASSUMPTION OF RISK, RELEASE, DISCLAIMERS

(a) You acknowledge that by engaging with “Lets Manifest” for any “Lets Manifest Activities”, 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 Releases 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 any “Lets Manifest Activities”, whether or not caused by the active or passive negligence of the Releases.

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 “Lets Manifest” for the “Lets Manifest Activities”.

(b) The “Lets Manifest Activities” and Content provide information and education only and do not provide any financial, legal, medical, or psychological services or advice. None of the “Lets Manifest Activities” or Content prevents, cures, or treats any mental or medical condition. The “Lets Manifest Activities” and Content are 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 Vnancial, 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. “Lets Manifest” disclaims any liability for your reliance on any opinions or advice contained in the “Lets Manifest” Activities.

(c) Earnings and Results Disclaimer. You agree that “Lets Manifest” has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the “Lets Manifest” Activities. “Lets Manifest” cannot and does not guarantee that you will achieve any particular result or earnings from your use of the “Lets Manifest Activities”, and you understand that results and earnings differ for each individual.

(d) Any links to third-party products, services, or sites are subject to separate terms and conditions. “Lets Manifest” is not responsible for or liable for any content on or actions taken by such a third-party company or website. Although “Lets Manifest” 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.

(e) "Lets Manifest" tries to ensure that the availability and delivery of the "Lets Manifest Activities" and Content is uninterrupted and error-free. However, "Lets Manifest" 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.

(f). THE INFORMATION, PRODUCTS, AND SERVICES OFFERED ON OR THROUGH THE "Lets Manifest Activities" AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, "LETS MANIFEST" DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. "LETS MANIFEST" 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 WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

"LETS MANIFEST" 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 "LETS MANIFEST" ACTIVITIES, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE "LETS MANIFEST" ACTIVITIES.

1j. SECURITY

Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and "Lets Manifest" which may be unlawfully intercepted by third parties, not under our control. "Lets Manifest" 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 "Lets Manifest" are done at your own risk.

17. LEGAL DISPUTES

THIS TOU SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS. BY USING THE "LETS MANIFEST ACTIVITIES" 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 THIS TOU, WHETHER RESOLVED BY NEGOTIATION, MEDIATION, OR LITIGATION, SHALL BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES AND COSTS FROM THE OTHER PARTY.

11. USERS OUTSIDE UNITED STATES

"Lets Manifest" controls and operates the "Lets Manifest Activities" from oWces in the United States. "Lets Manifest" does not represent that materials in the "Lets Manifest Activities" are appropriate or available for use in other locations. People who choose to access the "Lets Manifest Activities" 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.

19. INDEMNIFICATION

You agree to defend, indemnify, release, and hold harmless "Lets Manifest" 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 without limitation to attorney's fees) arising from or in connection with: (i) your use of the "Lets

Manifest Activities” 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 “Lets Manifest’s “ website or any third-party forum or website operated by “Lets Manifest”, (iv) your use of materials or features available in the “Lets Manifest Activities” or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by “Lets Manifest”) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You expressly agree that these TOU are intended to be as broad and inclusive as permitted by the law of the State of New Jersey and that if any portion is held invalid, it is agreed that it will be severed and the balance shall continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releases. This is the entire agreement of the parties and respects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

20. FORCE MAJEURE

The Company will not be deemed to have breached these TOU for any delay or failure in performance caused by events out of its reasonable control, including acts of God or a public enemy; natural disasters or calamities; epidemic or pandemic; failure of a third party to perform; changes in the laws or regulations; actions or executive orders of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Company.

21. ENTIRE AGREEMENT, SEVERABILITY, MODIFICATION, AND WAIVER

This agreement constitutes the entire agreement between you and “Lets Manifest” with respect to the “Lets Manifest” Activities, Content, and Website and supersedes all prior, contemporaneous written or oral communications between you and “Lets Manifest” regarding the “Lets Manifest” Activities, Content and Website. If any part of the terms of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law, to respect, as closely as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

“Lets Manifest” may change, modify or update these TOU at any time. Any access or use of the “Lets Manifest Activities” or Content by you after “Lets Manifest” publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms, contact Minoo@LetsManifest.org

By clicking on the box when signing up for the Program, you are 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 these TOU, do not purchase or use the Program or Content.

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By clicking on "Yes, I am IN", you are providing the electronic equivalent of your signature and assert that you have read Policy-Terms-Disclaimers.