



LBngenuity, LLC Terms & Conditions

Terms and Conditions Last updated: August 2022

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Country refers to: Illinois, United States

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to LBngenuity, LLC, 2482 Brunswick Circle, Woodridge, IL 60517.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet. Service refers to the Website.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to LBngenuity, LLC, accessible from <https://www.lbingenuity.com>.

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Fees & Payment

As consideration for any purchase you make on the Websites, you shall pay LBIIngenuity, LLC all applicable fees and taxes. We (or our third-party payment processor) shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password).

You hereby authorize LBIngenuity, LLC to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

Communication with Us

Although we encourage you to email us, we do not want you to, and you should not, email us any content that contains confidential information.

With respect to all emails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

By accessing and browsing the Site, you accept, without limitation or qualification, the Terms of Use and acknowledge that any other agreements between you and the Site are superseded and of no force or effect: You agree that the Site itself, as well as all content, videos, training materials, products, services and/or other materials, made available on the Site by us or other third parties, as well as the look and feel of all of the foregoing, (collectively referred to as the "Content") are maintained for your personal use and information by LBIngenuity, LLC, (the "Company") and are the property of the Company and/or its third-party providers.

You agree that such Company Content shall include all proprietary videos, HTML/CSS, Javascript, graphics, voice, and sound recordings, artwork, photos, documents, and text as well as all other materials included in the Site, excluding only the materials you provide.

Subject to your compliance with these Terms of Use, the Company hereby grants you a limited license, which is non-exclusive, non-transferable, and non-sublicensable, to access, view, and use the Site solely for your personal purposes.

No Company Content may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, used for public or commercial purposes, or downloaded in any way unless written permission is expressly granted by the Company. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of the Company, as well as other authors who created the materials, and may be subject to monetary damages and penalties. You may not distribute, modify, transmit or use the content of the Site or any Content, including any and all

software, tools, graphics and/or sound files, for public or commercial purposes without the express written permission of the Company.

All Content, such as text, data, graphics files, videos and sound files, and other materials contained in the Site, are copyrighted unless otherwise noted and are the property of the Company and/or a supplier to the Company. No such materials may be used except as provided in these Terms of Use.

All trade names, trademarks, and images and biographical information of people used in the Company Content and contained in the Site, including without limitation the name and trademark, are either the property of, or used with permission by, the Company. The use of Content by you is strictly prohibited unless specifically permitted by these Terms of Use. Any unauthorized use of Content may violate the copyright, trademark, and other proprietary rights of the Company and/or third parties, as well as the laws of privacy and publicity, and other regulations and statutes.

Nothing contained in this Agreement or in the Site shall be construed as granting, by implication or otherwise, any license or right to use any Trademark or other proprietary information without the express written consent of the Company or third-party owner.

The Company respects the copyright, trademark and all other intellectual property rights of others. The Company has the right, but has no obligation, to remove content and accounts containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

If you believe that your intellectual property rights are being violated and/or that any work belonging to you has been reproduced on the Site or in any Content in any way, you may notify Company at info@lbingenuity.com. Please provide your name and contact information, the nature of your work and how it is being violated, all relevant copyright and/or trademark registration information, the location/URL of the violation, and any other information you believe is relevant.

While the Company uses reasonable efforts to include accurate and up-to-date information in the Site, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the content of the Site.

When you register with the Company and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the Company. You consent to receive notices electronically by way of transmitting the notice to you by email. If you send comments or suggestions about the Site to the Company, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Company. No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However, no system whether or not password protected can be entirely impenetrable. You

acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use. By using the Site, you signify your acceptance of the Company's Privacy Policy, <https://www.thrive-her.com/pages/privacy-policy>. If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.

You agree to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf. This agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Orange County, California. If any provision of this agreement shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. TERMINATION OF THE AGREEMENT We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Websites, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Websites at any time without prior notice or liability. These Terms of Use may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms of Use to which you are bound.

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