

As We Are Now LLC Terms and Conditions

THESE TERMS AND CONDITIONS GOVERN YOUR ACCESS TO AND USE OF AS WE ARE NOW LLC'S WEBSITE, AS WELL AS YOUR RECEIPT OR ACCEPTANCE OF ANY ADVICE OR SERVICES RENDERED BY AS WE ARE NOW LLC. BY ACCESSING OR USING AS WE ARE NOW LLC'S WEBSITE OR ACCEPTING ANY ADVICE OR SERVICES FROM AS WE ARE NOW LLC, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS MAY CHANGE AT ANY TIME WITHOUT NOTICE. ALL CHANGES BECOME EFFECTIVE UPON PUBLICATION ON THIS WEBSITE, OR SOONER IF ACCEPTED BY YOU IN WRITING. BY CONTINUING TO ACCESS OR USE AS WE ARE NOW LLC'S WEBSITE, AND/OR BY CONTINUING TO RECEIVE OR ACCEPT ADVICE OR SERVICES FROM AS WE ARE NOW LLC, YOU ACCEPT AND AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THESE TERMS AND CONDITIONS.

Agreement

These Terms and Conditions constitute both a sacred agreement and a legal agreement between You and **As We Are Now LLC**. Neither agreement is more important than the other; both are necessary to maximize your well-being, and the benefits you receive from participating.

Sacred Agreement

By electing to participate in As We Are Now LLC's program, You agree that:

- You are totally committed to working with Your body. You agree to show up with an open willingness to learn and a readiness to take action for Your health and healing.
- You are committed to doing the work to learn the techniques presented and to use them in the proper way.

- You agree to be an active listener to the other women in the Program, if any; and to remain sensitive to keeping Your comments constructive and supportive.
- You recognize there may be times when You feel vulnerable. However, You will trust the process and remain open to the feelings that arise.
- You commit to participating with Your heart as well as Your brain, and to remain honest in supporting Your personal growth as well as that of other women who are participating.

Legal Agreement

For good and valuable consideration, and intending to be legally bound, You agree that Your purchase and receipt of advice and services from As We Are Now LLC is made on and subject to the following terms, which shall constitute a legal agreement between us:

- You agree to use the information and techniques shared with You by As We Are Now LLC solely and exclusively for Your own personal use. You will not recreate or use such information or techniques on, or share them with, anyone else.
- You understand and agree that participation in As We Are Now LLC's program gives You no standing, basis or authority to represent to others that You are trained in or authorized to perform any technique You learn through As We Are Now LLC's program. You further understand and agree that any breach by You of this obligation is not only a violation of this agreement that subjects You to damages but may also subject You to criminal or legal action by state and local agencies and authorities.
- You agree to pay all fees for all programs requested by You, including without limitation all registration fees, late fees and cancellation fees. You understand and agree that all fees are non-refundable.
- You understand and agree that the information and techniques shared with You by As We Are Now LLC are not, and are not intended to be, medical advice. Nor are

they intended to: (i) constitute a substitute for medical advice or (ii) identify, predict, diagnose, treat or cure any disease or medical condition.

- You agree to provide accurate, true, current and complete information about You, and to provide updated information about You should Your information change.
- You agree to keep confidential and not disclose to anyone any personal information disclosed to You during Your participation in As We Are Now LLC's program. This includes without limitation the name, contact information, diagnosis, or other health-related information concerning: (i) As We Are Now LLC's owners and instructors and (ii) any Program participants.
- You acknowledge and agree that Your physical and mental health is ultimately Your responsibility. You understand and accept that As We Are Now LLC's Program does not preclude You from seeking medical or professional psychological help should the information shared in the Program not fully address Your specific needs or if You have health concerns beyond the scope of As We Are Now LLC's Program.
- By contacting As We Are Now LLC or participating in any program offered by As We Are Now LLC, You represent and warrant to As We Are Now LLC that: (i) You are at least 18 years old and (ii) You are mentally competent and (iii) You are not prohibited from participating in any program offered by As We Are Now LLC by any Court order or medical directive.
- You acknowledge that other people will likely be participating in a program at the same time as You, and that the other participants will be able to see You, and hear You, to the extent you participate live. As such, **You have no expectation of privacy as to any image, sound or information that you broadcast or disclose during any program, including information that would otherwise be protected by law.** By participating in any program offered by As We Are Now LLC, You waive and release all claims against As We Are Now LLC that You have or may have which allege an invasion of Your privacy or the disclosure of personally identifiable information.
- You acknowledge that training sessions provided by As We Are Now LLC will be recorded and subsequently made available for future viewing by all participants in the particular training session, including You. You waive and release any claim You

have or may have to any compensation for appearing in any recording, and also to any copyright or other intellectual property interest You have or may have in such recording.

- You acknowledge and agree that all trademarks, service marks, copyrights, patents and other intellectual property rights which comprise, or which are inherent in, the information and techniques shared with You by As We Are Now LLC are and will remain the sole and exclusive property of As We Are Now LLC. You may not use, reproduce, license, sublicense or display any of such trademarks or intellectual property absent As We Are Now LLC's prior written consent in each instance.
- As We Are Now LLC's website and other literature and instructional or promotional materials, including their entire contents, features, and functionality are owned, controlled, or licensed by As We Are Now LLC. As such, they are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws. Except as expressly provided herein, You may not copy, display, distribute, transmit, transfer, link to, reproduce, license, frame, alter, create derivative works of, reverse engineer, or republish all or any portion of the same for any purpose whatsoever. You may, however, use, view and download such information for Your own personal use, subject to the terms hereof, other than software or source code. You acknowledge and agree that you do not acquire any ownership rights of any kind by downloading materials from the Site.
- Your use of As We Are Now LLC's information and techniques imposes on Your an obligation of appropriate use and conduct. This includes but is not limited to avoiding an unreasonable or disproportionately large processing load on As We Are Now LLC's systems, not engaging in conduct that restricts or inhibits use of As We Are Now LLC's programs by others, and not introducing or transmitting any virus, worm, Trojan horse or other harmful material that may interfere with As We Are Now LLC's business.
- You may use As We Are Now LLC's information and techniques for lawful purposes only, and never in a way that violates any applicable federal, state, local, or international law or regulation.

- Should As We Are Now LLC's website contain links to websites controlled or offered by third parties, As We Are Now LLC disclaims all responsibility and liability for any third party's website content, products, privacy policies, or security. If You choose to use any services offered on a linked website, You agree to read and adhere to the policies and terms of use applicable to that site. In addition, You understand and agree that any advice, opinions, services, products, or recommendations provided by the linked site providers are those of such providers and not of As We Are Now LLC. Your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between You and the linked site provider.
- You understand and agree that any and all suggestions, comments, and feedback that You submit ("Feedback") shall be deemed to be non-confidential, and may be used by As We Are Now LLC in any way and for any purpose whatsoever, without any compensation due to You. This includes without limitation Feedback which concerns ideas for new or improved services, concepts, know-how, techniques, etc.
- YOU AGREE THAT THE INFORMATION AND TECHNIQUES OFFERED BY AS WE ARE NOW LLC ARE OFFERED "AS IS," "AS AVAILABLE," "WHERE IS," AND "WHERE AVAILABLE," WITH NO WARRANTY OF ANY KIND - WHETHER EXPRESS, IMPLIED, OR STATUTORY. THIS DISCLAIMER INCLUDES WITHOUT LIMITATION WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- YOU ACKNOWLEDGE THAT THE INFORMATION AND TECHNIQUES OFFERED BY AS WE ARE NOW LLC WILL NOT BE UNINTERRUPTED OR ERROR FREE. YOU FURTHER ACKNOWLEDGE THAT NO GUARANTEE HAS BEEN OFFERED AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INFORMATION AND TECHNIQUES, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY SUCH INFORMATION OR TECHNIQUES.
- TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL AS WE ARE NOW LLC BE RESPONSIBLE FOR ANY LOSS OF ANY KIND, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES THAT MAY INFECT YOUR COMPUTER SYSTEM OR MOBILE DEVICE, PROPERTY DAMAGE,

AND BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE INFORMATION AND TECHNIQUES OR AS WE ARE NOW LLC'S WEBSITE.

- TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL AS WE ARE NOW LLC BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING FROM OR RELATED TO THE INSTALLATION OR USE OF (OR INABILITY TO USE) AS WE ARE NOW LLC'S INFORMATION AND TECHNIQUES OR ITS WEBSITE, ANY ONLINE SERVICES OR ANY INTERNET BROWSER SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
- YOU AGREE TO DEFEND, INDEMNIFY AND HOLD AS WE ARE NOW LLC HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES AND EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, ARISING OUT OF, RELATING TO OR RESULTING FROM LATING TO OR RESULTING FROM YOUR VIOLATION OF THESE TERMS AND CONDITION OR YOUR USE OR MISUSE OF THE INFORMATION AND TECHNIQUES RENDERED BY AS WE ARE NOW LLC.
- YOU WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION BROUGHT AGAINST AS WE ARE NOW LLC.
- YOU AGREE THAT NO ACTION MAY BE BROUGHT AGAINST AS WE ARE NOW LLC IN ANY COURT OTHER THAN THOSE COURTS LOCATED IN OR SERVING ERIE COUNTY, NEW YORK; AND YOU HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF SAID COURTS.
- The agreement created hereby constitutes a legally binding contract between You and As We Are Now LLC, governed by New York law (United States of America) without reference to conflicts of laws provisions. If any of term herein shall be held to be unenforceable, the remaining terms shall be unimpaired and the unenforceable term shall be replaced by such enforceable term that comes closest to the intention underlying the unenforceable term.

- The terms of this agreement will bind and inure to the benefit of both (i) You and Your heirs, successors and assigns and (ii) As We Are Now LLC and its owners, officers, representatives, agents, successors and assigns.