



## PRIVACY POLICY

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All of our Programs and Products are intended solely for users who are eighteen (18) years of age or older. Any registration by, use of or access to any Program or Product by anyone under

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**When you enroll in or purchase our Programs or Products, you agree that you are clearly and expressly prohibited from doing the following:**

- **You will not copy, share or steal our Programs or Products, or any parts of them. You will not in any way use, copy, adapt or represent any of our Programs or Products in any way as if they are yours or created by you.**
- **You will not engage in improper and/or unauthorized use of our Programs or Products. Improper and unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) any Program or Product or any other information accessed or purchased through our Programs or Products, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money.**
- **You will not duplicate, share, trade, sell, or otherwise distribute our Programs or Products to any other person, for their personal use, business/commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their intention was to use the Program or Product for their own personal use or business/commercial use. This means you cannot share or sell or any part of our Programs or Products to someone else so they can copy and/or use them for their own personal use, business/commercial use or in any way that earns them money. You are the only one granted a limited license to use our Program or Product.**
- **You will not violate our intellectual property rights, including copyright and trademark rights. Downloading, printing, or otherwise using our Programs or Products for your own training purposes in no way gives you any copyright, trademark, intellectual property or ownership rights of our Program or Product.**
- **You will not reprint or republish any part of our Programs or Products for publication or compilation into your own products, programs, services or program materials for your own personal use or business/commercial use or in any way that earns you money.**
- **You will not use our Programs or Products in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.**

**You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Programs or Products as set forth in these Terms of Use is considered theft and stealing and we retain the right to prosecute theft to the full extent**

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**We very clearly state that you may not use our Programs or Products, in whole or in part, in any way that is contrary to these Terms of Use unless we have given you specific written permission to do so. If you are granted permission by us, you agree to use the specific Content that we allow and ONLY in the ways for which we have given you our written permission. If you choose to use the content in ways that we do 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 our Programs or Products.**

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By providing such Confidential Information to us, you grant us permission to use and store such Confidential Information in accordance with our [Privacy Policy](#). We will use our best efforts to keep your Confidential Information safe, secure and confidential. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through our services; therefore, submitting Confidential Information, data or other information is done at your own risk. We take reasonable security measures in place to prevent the loss, misuse, and alteration of the Confidential Information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

### **Personal Responsibility and Assumption of Risk.**

As a Licensee, you agree that you are using your own judgment in using our Programs or Products and you agree that you are doing so at your own risk. Our Programs or Products are for informational and educational purposes only. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs or Products. Our Programs and Products are merely to provide you with education and tools to help you make your own decisions for yourself in your own judgment and discretion. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs and Products.

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**Force Majeure.** In the event that any cause beyond our reasonable control, including, without limitations, "acts of God"/nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisories, labor strikes or civil disturbances, unforeseen or foreseen human-initiated circumstances, health or travel restrictions, quarantines, lockdowns or precautions imposed by any government entity or agency, local, state or federal law or ordinance, or other instances, make it inadvisable, illegal, or impossible for us to perform my responsibilities or obligations under this Agreement, either because of unreasonable increased costs or the risk of injury, we will not be liable for a reasonable period of delay or for the inability to indefinitely fulfill our responsibilities and obligations.

**Errors and Omissions.** We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Programs and Products. Every effort has been made to present you with the most accurate, up-to-date information, but because the nature of medical, technological and scientific research is constantly evolving, we cannot be held responsible or accountable for the accuracy of our content. You acknowledge

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**Release of Claims.** In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Programs and Products, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other



loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

### **Your Conduct.**

You are agreeing that you will not use our Programs and Products in any way that causes or is likely to cause the Programs and Products, or access to them either to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You must use the Programs and Products for lawful purposes only. You agree that you will not use our Programs or Products in any of the following ways:

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- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene, menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise injure others.
- To send, negatively impact, or infect our Programs or Products with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not.
- To cause annoyance, inconvenience or needless anxiety to us, to other users or any to any other persons or entities whether publicly or privately.
- To impersonate any third party or otherwise mislead as to the origin of your contributions.
- To reproduce, duplicate, copy or resell any part of our Programs or Products in a way that is not in compliance with these Terms of Use or any other agreement with us.

### **Communication Guidelines.**

If you have a question or concern about your Programs or Products, you may send an email to [hello@tamraandress.com](mailto:hello@tamraandress.com) and we will do our best to reply to your question or concern promptly.

### **Purchases and Online Commerce.**

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card as payment for your Program or Product without any additional authorization, for which you will receive an electronic receipt. Should you be provided with a PayPal invoice instead, you are required to manually pay it by the date due on the invoice or your Program or Product will be put on hold until payment is made.

**You agree that you are financially willing and able to invest in this Program or Product by choice, and that by so doing, you are not incurring any economic hardship in any way.**

**In the event that payment is not received by the date due, you will have a three (3) day grace period to make the payment otherwise the Program or Product will not continue and we reserve the right to cease your access immediately and permanently.**

**If you fail to make payment in a timely manner in accordance with these Terms of Use or voluntarily decide to withdraw from our Programs or Products at any time or for any**

**reason whatsoever, you still will remain fully responsible for the full cost of the Programs and/or Products.**

All information obtained during your purchase or transaction for our Programs and Products and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us and our payment processing company. Per our [Privacy Policy](#), please make sure that you review the privacy policy of our payment processor.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs and Products for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

**Since we have a clear and explicit Refund Policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Programs or Products, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company and your agreement with us will automatically terminate upon such attempt to seek a chargeback from your credit card company. You will remain responsible for payment in full for the Programs and Products which you have purchased.**

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.

We also reserve our right to seek payment from you for any delinquent payment that is not provided by or upon the date due by enlisting the help of a collections agency, and we may exercise our right to report your delinquent payment to all three credit reporting agencies, either directly or through the help of a collections agency.

If you make a purchase from one of our affiliates, or any other individual or company through a link provided on or through our Programs or Products (“Merchant”), all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by the merchant and their payment processing company as well. Your participation, correspondence or business dealings with any affiliate, individual or company on or through our Programs or Products, and all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the Merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a Merchant.

Payment processing companies and Merchants may have privacy and data collection practices

that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Programs or Products, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

### **Refund Policy.**

**Your satisfaction with your Program or Product is important to us. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing our Programs and Products, we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs and Products, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs and Products, you understand and agree that all sales are final and no refunds will be provided.**

### **Termination.**

You have the right to terminate your use of or participation in our Programs or Products at any time by sending an email to [hello@tamraaddress.com](mailto:hello@tamraaddress.com).

**We reserve the right in our sole discretion to refuse or terminate your access to our Programs or Products, in full or in part, at any time without notice, by sending you an email to the e-mail address you provided upon purchase of the Program or Product.**

**In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed.**

**Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs and/or Products, including but not limited to our Website, private forum, e-mail communications, Facebook groups, live webinars or conference calls, or any other method of communications related to our Programs or Products at any time without notice and in our sole discretion.**

All of the terms of this Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our Refund Policy will still apply now and in the future, even after termination by you or us.

### **Governing Law.**

This Agreement shall be construed according to the laws of the State of Virginia where my principal place of business is located.

### **Dispute Resolution.**

Should we ever have a conflict, it is hoped that we could work it out amiably. However, if we are unable to seek resolution through good-faith negotiation within 30 days, we agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing or otherwise provided by law. You understand and agree now that the only monetary damages that can be awarded to you through arbitration is the full refund of your Payment made to date. No other financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in Virginia Beach, Virginia where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator. For a breach of contract claim, if the contract is deemed to be valid by the arbitrator or a court of law, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in defending against such action.

**By purchasing our Programs or Products you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year after notification to me of the dispute or you waive the right to seek dispute resolution by arbitration or to take any other legal action.**

Should you have any questions or concerns about the Program or me, you agree now to contact me directly in a mature and professional way rather than to publicly make any negative or critical comments about the Program, my business or me through social media or otherwise. We both agree now not to communicate with any other individual, company or entity in a way that is harmful or disparaging to the other, whether actual or perceptual, or to do or say anything that is injurious to each other's reputation, including about the Program, me, my business, my employees, contractors or agents, other participants. In arbitration or when required by law, of course, we are not prohibited from publicly sharing our thoughts and opinions.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

### **Privacy and Confidentiality.**

**Privacy.** Please review our full [Privacy Policy](#) for how we handle all of your personal data and information as well as your rights around such information.

**Confidential Information.** To use our Programs or Products, we may seek personal data or information including your name, email address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally-identifying information ("Confidential Information"), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in our Programs or Products ("Other Information"). By providing such Confidential Information or Other Information to us, you grant us permission to use and store such information in accordance with our [Privacy Policy](#). We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential in accordance with these Terms of Use and our full [Privacy Policy](#) which may be

found on our Website. If you believe that any of your Confidential Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Confidential Information found to be incorrect.

**What We Do with Confidential Information.** We request and require various personal data and/or Confidential Information to understand your needs and provide you with better services. In addition, we may use such data and Confidential Information for the following reasons: (1) for internal record keeping, (2) to improve our Programs or Products, (3) to periodically send promotions about new Programs or Products or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs or Products you purchase or use according to your interests and/or (6) for support or communication related to your Program or Product.

**Storage.** All data and Confidential Information is stored through a data management system. This data and Confidential Information can only be accessed by those who help manage that information in order to deliver email or otherwise contact those who would like to receive our correspondence. You agree and acknowledge that we, including but not limited to our team, staff and affiliates, and those who manage the data management system may have access to your Confidential Information.

**When We Can Disclose Confidential Information.** All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information: (1) pursuant to this terms of these Terms of Use and [Privacy Policy](#) and our [Website Disclaimer](#), (2) if we are required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process served on either us or our partners, sponsors, investors, or affiliates, (5) to protect and defend our rights or property or those of our users or purchasers, and/or (6) to act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public. We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

**Viewing by Others.** Note that whenever you make your Confidential Information or Other Information available for viewing by others such as through our Programs or Products, our Website or social media, the Confidential Information or Other Information that you share also can be seen, heard, collected and used by others, and therefore, we cannot be responsible for any unauthorized use by others of such Confidential Information or Other Information that you voluntarily share online or in any other manner.

### **Facebook Groups**

Our Programs or Products may come with access to a private Facebook Group. These Terms of Use apply to the Facebook Group. Further, you understand that Facebook is a public platform, and therefore, we cannot guarantee your privacy for what you voluntarily share in the group, as other people will also see what you post.

**How We Use Cookies.** We may use the standard "cookies" feature of major web browsers. We do not set any Confidential Information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies. You may choose to disable cookies through

your own web browser's settings. However, disabling this function may diminish your experience on the Website and some features of our Programs or Products may not work as intended. We have no access to or control over any information collected by other individuals, companies or entities whose website or materials may be linked to our Programs or Products.

**Passwords.** To use certain features of our Programs or Products, you may be issued a group username and password or a unique individual username and password, which you will receive through your registration and/or purchase process. You may be able to change to username and/or password of your choosing. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities (whether by you or by others) that occur under your password or account. You are not permitted to share your username and/or password with anyone. If we learn you have shared your username and/or password with another person, we reserve the right to immediately terminate your access to the Program or Products, Website, private forum, Facebook group or any other related communication. It is your responsibility to protect your own password from disclosure to others. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. By using our Programs and Products, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately deactivate your account. We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

If you have any questions about any term of these Terms of Use, please contact us at [hello@tamraandress.com](mailto:hello@tamraandress.com). Thank you.

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