

LindseyMangoCoaching.COM –

ANYTHING BUT AVERAGE AGREEMENT WITH TERMS AND CONDITIONS

LAST UPDATED FEBRUARY 27, 2020

Welcome to Lindsey Mango Coaching (“LMC” or “Company”).

By signing up for the LindseyMangoCoaching.com Anything But Average program (“Program”) you are agreeing to be bound by the following terms and conditions (“Terms of Service” or “Agreement”). These Terms of Service constitute the entire agreement between Company and you, and supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to LindseyMangoCoaching.com (the “Website”), the content and products/services provided by or through the Website (“Content”), and the subject matter of this Agreement.

Any new features which augment or enhance the current Program, including the release of new tools and resources, shall be subject to the Terms of Service. Additionally, Company reserves the right, at its sole discretion, to change, modify or otherwise alter this Agreement at any time by posting the revised Terms of Service on the Website, and you agree that your participation in the Program will constitute your acceptance of such changes. Such modification shall become effective immediately upon the posting thereof. For your convenience, the date of last revision is included at the top of this page. Changes to these Terms of Service will not be applied retroactively. Furthermore, you accept and understand that LMC may, in its sole discretion, discontinue or restrict your use of the Website for any reason or no reason, with or without notice to you. **IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO VIEW OR OTHERWISE USE THE CONTENT HEREIN. BY USING THE CONTENT ON THIS WEBSITE YOU ARE AGREEING TO THE TERMS OF SERVICE HEREIN.**

Violation of any of the terms below will result in the termination of your account and forfeiture of any payments already made before the violation. You agree to use the Program at your own risk.

Account Terms:

1. You must be 18 years or older to be part of this Program.
2. You must live in the United States or a country with a tax treaty with the United States.
3. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
4. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
5. Your login may only be used by one person – a single login shared by multiple people is not permitted.
6. You are responsible for maintaining the security of your account and password. LindseyMangoCoaching.com cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
7. You are responsible for any and all content posted and activity that occurs under your account.
8. One person or legal entity may not maintain more than one account.
9. You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction, including but not limited to copyright laws.
10. You may not issue any press release with respect to these Terms of Service or your participation in the Program; such action may result in your termination from the Program and/or associated resources.

You may not in any manner misrepresent or embellish the relationship between Company and you, Website development or ownership, expressing or implying that Company may support, sponsor, endorse, or contribute money to any charity or other cause, or otherwise misrepresent LMC’s products or services.

User Eligibility:

LMC cares about the safety of children and will not knowingly let anyone under the age of 13 years of age to provide us with any personal identifying information. The Website is not directed toward children under 13 years of age, nor does LindseyMangoCoaching.com knowingly collect information from children who are under 13 years of age. If you are under 13, DO NOT submit any personal identifiable information to LindseyMangoCoaching.com. By using this Website, you represent and warrant that (a) all registration information that you submit, if any, is truthful and accurate; (b) you will maintain the accuracy of said information; (c) you are 13 years of age or older; and (d) your use of the Website does not violate any applicable law or regulation.

Scope of Services:

It is agreed that LMC will provide coaching products and/or services to you, the client, for educational purposes by providing lifetime access to the Program, its audio/video content, and additional resources or services including but not limited to worksheets and online community access. Upon registration and payment, you shall receive one unique login and instructions for immediate access to the Program via Website and online community via Facebook. If Facebook requires an account or other authorization to access the community, it is your responsibility to comply with Facebook's terms of use in addition to this Agreement. Lifetime access is for the lifetime of the Company. As long as Facebook allows Company to host the community for free, Company will allow free access to Client as a member of the Program. You accept and understand LMC may, in its sole discretion, discontinue or restrict your use of the Website for any reason or no reason, with or without notice to you.

As a client, you will be granted access to a private Facebook community specific to this Program for additional education and materials. Every week LMC may release new training material to guide you in this community. The intent of the community is to facilitate the coaching relationship, improve accountability, encourage members, celebrate progress and achievements, share materials and content, or facilitate transformations members may experience during coaching. If Company deems your behavior or content inappropriate, harmful, or offensive in any way, you and/or the content may be removed from the group indefinitely without notice.

Form of Payment:

Payments shall be made by either in full through PayPal, or in installments through PayPal Autopayment. You hereby agree to pay Company Two Thousand U.S. Dollars (\$2,000 USD) in full via PayPal, or to make three (3) monthly installments of Eight Hundred U.S. Dollars (\$800 USD per payment, \$2,400 USD total) via PayPal Autopayment for the coaching materials and services offered by Company per the terms of this Agreement. You, the client, hereby accept and understand no refunds shall be issued in the event you do not fully complete the Program. You agree to be financially responsible for all purchases made by you or someone acting legally on your behalf through the Program.

Copyright and Limited Right to Use:

This Website and the Content, organization, graphics, design, creations, images, materials, and other matters related to the Website are the sole and exclusive property of LMC, and therefore protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Website or Program, except as expressly permitted herein, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Website. The posting by LindseyMangoCoaching.com of information or materials on the Website does not constitute a waiver of any right in such information and materials. You have no permissions to reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purpose any portion of the Website or the Content herein other than as expressly authorized by Company in writing. You further agree that as between LMC and you, all right, title, and interest regarding the Website and the Content thereon, including without limitation any patent rights, patents, business methods, copyrights, trade secrets, inventions, "know-how," and any and all other intellectual property rights pertaining thereto, shall be owned exclusively by LindseyMangoCoaching.com. Use of the Website or the Content thereon

in any way not expressly permitted by this Agreement is prohibited, and may be actionable under United States or international law.

Unauthorized Use and Assignability:

You may not place any of our products, modified or unmodified, on a diskette, CD, website or any other medium and offer them for redistribution or resale of any kind without prior written consent from Company. Furthermore, you may not sub-license, assign, or transfer this license to anyone else without prior written consent from us. Your right to use the Website and the Program thereon is not transferable. Any password or right given to you to obtain information or products from the Website is not transferable.

You further agree not to post, email, or otherwise make available content:

- a) that is unlawful, infringing; harmful, threatening, abusive, harassing, stalking, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b) that is pornographic or depicts a human being engaged in actual sexual conduct;
- c) that impersonates any person or entity, including, but not limited to, a Lindsey Mango Coaching officer or employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to content that constitutes lawful non-deceptive parody of public figures.);
- d) that includes personal or identifying information about another person without that person's explicit consent;
- e) that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- f) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g) that disrupts the normal flow of dialogue with an excessive amount of content (flooding attack) to the Website, or that otherwise negatively affects other users' ability to use the Website;
- h) that employs misleading email addresses, forged headers, or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the Website; or
- i) collect personal data about other users for commercial or unlawful purposes, by automated or non-automated means.

Account Password and Security:

This Program may contain some features that require registration. When asked to register for additional access, you may select a username and password to be used in conjunction with your account. You are responsible for maintaining the confidentiality of your password, and are fully responsible for all uses of your password, whether by you or others. You hereby agree to (a) log out of your account at the end of each session; (b) keep your password confidential and not share it with anyone else; and (c) immediately notify Company of any unauthorized use of your password or account or any other breach of security. LMC shall not be liable for any loss or damage arising from your failure to comply with this section of the Agreement.

Privacy and Information Disclosure:

LindseyMangoCoaching.com has established a Privacy Policy to explain to users how their information is collected and used, which is located on LindseyMangoCoaching.com. Your use of the Website signifies acknowledgement of an agreement to our Privacy Policy. Without limitation of any of the rights herein granted to LMC, you acknowledge and agree that LMC may preserve and disclose information about you, your account, and transactions made through the Website if required to do so by law, or if we believe that such a preservation or disclosure is reasonable necessary to comply with any relevant legal process, to enforce our rights, or to protect the rights, property, or safety of LindseyMangoCoaching.com, any individual or the public.

This Website is protected by United States and international copyright laws. Except for your use as authorized herein, you may not modify, reproduce, nor distribute the content, design, or layout of the Website, or any individual sections of the Content, design, or layout of the Website without Company's express prior written permission.

California Residents: If you are a California resident, you are entitled by law to request an Information Sharing Disclosure. If you request it, we will provide you with a notice of your right to prevent sharing of your personal information as well as a cost-free means of doing so. To receive such a notice, please submit a request to the

email address listed in the Contacts section below, specifying that you seek your “California Customer Choice Notice” and allow thirty (30) days for a response.

Third-party services:

Company may use third parties to provide certain services or content accessible through the Website. LMC does not control those third parties or their services, and you agree that our company will not be liable to you in any way for your use of such services. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as this Agreement when you use these services. If any such terms or policies conflict with LMC’s Terms of Service, Agreements or policies, you must comply with LMC’s Terms of Service, Agreements or policies, as applicable.

The Account May Be Blocked or Terminated in the Following Cases:

1. Company retains the right to terminate an account without giving any prior notice for any and all violations of the terms of this Agreement. Termination of an account is at the sole discretion of Company, and any lack of termination should not be constituted as a waiver of that right.
2. You may request your account termination.
3. You may not use your account on this Website to link in any contextual advertising, for example, Google AdWords.
4. You may not display LMC content in an iframe on your own domain.
5. You may not sell or assign your account in temporary or permanent use to another person without the prior written consent of LMC.

Note: The payments already made in association with your use of this Website and the Content herein shall not be refunded with termination.

Relationship of Parties:

Nothing in these Terms of Service will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Coaching is an alliance, not a legal business partnership. Under no circumstances should this Agreement be taken as the Company and the you, the client, entering into a legal partnership. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this section.

Disclaimers and Limitation of Liability:

Company makes no express or implied warranties or representations with respect to the Program or any products or services offered through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, Company makes no representation that the operation of the Website will be uninterrupted or error-free, and LMC will not be liable for the consequences of any interruptions or errors. You are solely responsible for taking all necessary precautions to ensure that any content you may obtain from the Website is free of viruses or other harmful code.

Products, information and other content available from or through the Website are provided "AS-IS," "AS AVAILABLE," and all warranties, express or implied, are disclaimed. To the fullest extent permissible pursuant to applicable law, LMC disclaims all warranties express or implied, including, but not limited to, (a) that any product or information available from or through the site, or the site itself will be merchantable or fit for a particular purpose, (b) that any product or information available from or through the site, or the site itself will be uninterrupted or error-free, (c) that defects will be corrected, (d) that there are no viruses or other harmful components, (e) that the security methods employed will be sufficient, (f) regarding correctness, accuracy, or reliability, or (g) against interference with your enjoyment of the products or information, or against infringement. All 'information,' products, and/or services provided in the course of this Agreement are provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you as the user. Goods and services offered through this Website are “AS IS” without any warranties of any kind.

Company disclaims all liability whatsoever for your use of any information or other content available from or through the site, or the site itself, whether based in contract, tort (including negligence), strict liability, or otherwise, and further disclaims all losses, including without limitation indirect, incidental, consequential or special damages arising out of or in any way connected with access to or use of the Website, the Content, or the goods offered or sold through the Website, even if Company has been advised of the possibility of such damages.

Furthermore, Company shall not be held liable for any compensatory, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort, product liability or otherwise; nor for any third party claims of any nature, even if advised of the possibility of such damages or claims. The negation of damages set forth above are fundamental elements of the basis of the Agreement between us and you. The information and other content available from or through the site, and the site itself, would not be provided without such limitations. No advice or information, whether oral or written, you obtain from us from or through the site shall create any warranty, representation or guarantee not expressly stated in this agreement.

Except as expressly provided in these Terms of Service, Company make no guarantees, representations or warranties of any kind or nature, express or implied, with respect to the products and services agreed upon per the terms herein. The Company and its representatives are not legal or financial advisors. Content provided is not intended as legal or financial advice. Company does not recommend any particular investment. Company will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if Company has been advised of the possibility of such damages. You, the client, agree to and hereby waive and release Lindsey Mango Coaching, LLC and its representatives from any and all claims against Lindsey Mango Coaching, LLC of any nature or any kind arising out of, directly or indirectly, the terms, conditions, or provisions herein, including, but not limited to any direct, indirect, punitive, or consequential loss or damage of any kind or type.

Indemnity:

You shall indemnify, defend and hold Company, its affiliates and each of the officers, directors, employees, agents and representatives of LMC and its affiliates harmless from any and all losses incurred or suffered by such LMC Indemnitees arising out of, or in connection with, any third party claim based upon or arising out of (i) any breach of this Agreement by you; (ii) your gross negligence or willful misconduct; or (iii) infringement or other violation by you of a third party's privacy rights, publicity rights or other proprietary rights.

Force Majeure:

LMC shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of LMC, including without limitation any failure to perform hereunder due to unforeseen circumstances or causes beyond LMC's control such as acts of God, fire, flood, earthquake, accidents, strikes, war, terrorism, civic or military act, acts of the public enemy, failure of common carriers (including internet service providers and web hosting providers), or shortages of transportation facilities, fuel, energy, labor or materials. Company shall utilize its best good faith efforts to perform such obligations to the extent of its ability to do so in the event of any such occurrence or circumstances.

Enforcement:

LindseyMangoCoaching.com shall have the right, but not the obligation, to strictly enforce this Agreement through self-help, community moderation, active investigation, litigation and/or prosecution. This Agreement shall be governed by, and will be construed under, the laws of the State of Indiana, without regard to choice of law principles. You irrevocably agree to the exclusive jurisdiction by the federal and state courts located in the County of Clark, in the State of Indiana, to settle any dispute which may arise out of, under, or in connection with this Agreement. Those who choose to access the Website from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws and if and to the extent local laws are applicable. You irrevocably agree to the exclusive jurisdiction by the federal and state courts located in the

County of Clark, in the State of Indiana, to settle any dispute which may arise out of, under, or in connection with this Agreement. YOU AGREE THAT NO CLAIM ARISING OUT OF THESE TERMS OF SERVICE OR YOUR USE OF THE WEBSITE MAY BE BROUGHT AS A GROUP OR CLASS ACTION. The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Miscellaneous:

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. LMC's failure to act with respect to any failure by you or others to comply with this Agreement does not waive LMC's right to act with respect to subsequent or similar failures. These Terms of Service set forth the entire understanding and agreement between you and LMC with respect to the subject matter hereof; provided, however, that it shall be read in conjunction with any other LMC user agreement(s) entered into by you. Any cause of action or claim you may have with respect to this Agreement or the Website must be commenced within sixty (60) calendar days after the claim or cause of action arises or such claim or cause of action shall be barred. You may not assign or transfer your rights or obligations under this Agreement without the prior written consent of LMC, and any assignment or transfer in violation of this provision shall be null and void. LMC reserves the right to seek all remedies available at law and in equity for violations of this Agreement and/or the rules and regulations set forth on the Website, including without right to block access from a particular internet address.

— End of Terms of Service —