

## Terms of Service

Site Governs: <https://dashboard.youvegotclients.com/>

Effective: December 20, 2021

### 1. Acceptance of Terms

The following “Terms of Service” governs your use of the software and services provided by Financial Success Media, LLC (“Provider”) at the Dashboard.YouveGotClients.com website (the “Site”). This is a binding agreement between you and Provider and incorporates our Privacy Policy at <https://youvegotclients.com/privacy-policy/>. By using any software or services provided by Provider (the “Services”), you are accepting to be bound to the terms of this Agreement.

We reserve the right to change these Terms from time to time. When we make any changes to our Terms, we will update the effective date. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site and Services after such modifications will constitute acknowledgement and acceptance of the modified Terms.

As used in these Terms, references to our “Affiliates” include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Services available on this Site.

BY USING THIS SITE AND SERVICES ON THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE EXIT THE SITE IMMEDIATELY.

### 2. Services

Provider provides a multitude of product integrations and Services for users on our Site, which you may subscribe to through our Site.

#### a. No Guarantee

Although Provider works hard to provide quality Services, you understand and acknowledge that we cannot promise or guarantee specific results from using the Site or Services available on this site.

#### b. Temporary Interruptions

You understand and agree that temporary interruptions of the Site may occur. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Services. You agree that the Services available on this Site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery, interruption, or failure to store any user communications or personalization settings.

### c. Right to Modify the Services

We reserve the right to implement new elements as part of the Services including changes that may affect the previous mode of operation of the Services. We believe that any such modifications will enhance the overall Services, but it is possible that your opinion may vary.

### d. No Contingency on Future Releases and Improvements.

You understand that your purchase of the Services on our Site is not contingent on the delivery by us of any future release of any functionality or feature, including but not limited to, the continuation of a certain service beyond its current subscription term, third party services, or any public comments we make regarding any future functionality or feature.

## **3. Payment**

### a. Fees

If you choose to purchase one or more of the Services provided on our Site, you agree to pay all fees associated with the Services. Our monthly subscription provides tiered pricing for different levels of services and products based on the services you choose to use. In addition to our monthly subscription services, you may purchase add-in services for a one-time fee or recurring subscription fees. Fees may change from time to time.

Any charges incurred by your purchase or use of the Services can be paid via PayPal or billed to the credit card we have on file. In the event you sign up for a Service that is ongoing and incurs recurring charges (such as a subscription), such charges will be billed in advance of such Service according to the specific billing cycle of such Service. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within ten (10) days of the change.

### b. Overdue Amounts

If, for any reason, your credit card declines or you otherwise refuse to pay the amount owed for the Services you have purchased, you agree that we may suspend or terminate performance of Services or delivery of products and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

### c. All Subscriptions Non-refundable

Except as described below, all fees paid for the Services provided on our Site are non-refundable, and no prorated refunds or credits will be offered for partially used subscriptions.

## **4. Site Conduct, Posting Policies & Third Party Websites**

#### a. User-Created Content Guidelines

Your use of the Site is subject to all applicable laws and regulations, and you are solely responsible for any comments or posts you leave on the Site. By posting information on the Site, or by otherwise using any communications service, message board, newsgroup, or other interactive service available on the Site, you agree that you will not post comments, messages, links, code or other information that:

1. is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another's privacy, or includes graphic descriptions of sexual or violent content;
2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. infringes any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. consists of unsolicited advertising, junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. contains any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allows you to obtain unauthorized access to any data or other information of any third party;
6. breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Site, or attempts to gain access to other network or server via your account on this Site;
7. impersonates any person or entity, including any of our employees or representatives.

At our sole discretion, we may choose to unpublish or otherwise make unavailable for public viewing any material we deem unnecessary for use of our Site.

#### b. User customization.

Provider's platform within our Site may be modified by users by incorporating the users' name, logo, trademark, and color scheme into the user's individual access area within our Site, and/or by otherwise applying a user-built code on top of Provider's platform. You are solely responsible for copyright, trademark or other intellectual property concerns connected with your customized look and feel of our Site. You acknowledge that you may not be able to customize our Site according to your unique branding to the extent that your customization would appear to be independently developed.

#### c. No Endorsement

Provider neither endorses nor assumes any liability for any material uploaded or submitted by users on any part of the Site. Although we do not pre-screen, police, or monitor comments posted on our Site, we and our agents reserve the right to remove any and all postings that we feel do not comply with these Terms and any other rules of user conduct for our Site, or are otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such postings.

Provider may publish content featuring testimonials of our users, and any views or opinions expressed in such posts are personal and do not constitute or imply any approval, sponsorship, or endorsement of Provider.

#### d. Third-Party Sites and Information

This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products, or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material, or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency, or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the Site or party by us, or any warranty of any kind, either express or implied.

#### e. Promotions

From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

#### f. Electronic Communication

When you enroll in our Services, you must designate a primary email address that will be used for receiving electronic communication. To the extent that Provider maintains an online message center now or in the future, such exchange of communications shall be considered an electronic communication and may be utilized by Provider for providing you notices pursuant to these Terms, as required by Applicable Law (as permitted) or generally regarding your Account(s) with Provider. We will NEVER send you an email requesting confidential information such as Account numbers, usernames, or passwords and you should NEVER respond to any email requesting such information. If you receive such an email purportedly from Provider, do not respond to the email and notify Provider by emailing us at [success@youvegotclients.com](mailto:success@youvegotclients.com).

## **5. License Grants**

Subject to the terms and conditions of this Agreement, Provider grants to Customer during the Term of this Agreement the nontransferable, exclusive, worldwide right to use the Services. Customer acknowledges and agrees that the license granted is not a concurrent user license and that the rights granted to Customer in this Agreement are subject to all of the following agreements and restrictions: (i) the maximum number of Users that Customer authorizes to access the Service shall not exceed the number of licenses Customer has been granted under the applicable Service; (ii) licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who are no longer permitted to access the Service; (iii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Service available to any third party other than an authorized User; (iv) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service in order to build a similar or competitive product or service; (v) Customer shall not create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device; (vi) except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (vii) Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Service; (viii) Customer acknowledges and agrees that Provider or its Third Party Vendors shall own all right, title and interest in and to all intellectual property rights in the Service and any suggestions, enhancement requests, feedback, or recommendations provided by Customer or its Users relating to the Service, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof; (ix) unauthorized use, resale or commercial exploitation of any part of the Service in any way is expressly prohibited; (x) Customer does not acquire any rights in the Service, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by Provider and Third Party Vendors; and (xi) this Agreement is not a sale and does not convey any rights of ownership in or related to the Service, Vendor Software, or Third Party Products to Customer.

## **6. Provider Intellectual Property**

### **a. Content**

For purposes of these Terms, "content" is defined as any information, communications, software, published works, photos, video, graphics, music, sounds, or other material that can be viewed by users on our Site and is owned by Provider or its Affiliates.

### **b. Ownership of Content**

By accepting these Terms, you agree that all content presented to you on this Site is protected by any and all intellectual property and/or other proprietary rights available within the United States and is the sole property of Provider or its Affiliates.

All custom graphics, icons, logos and service names are registered trademarks, pending trademarks or service marks of Provider or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Provider or its Affiliates.

A third party website may feature our logos or trademarks, with or without authorization. Our logs or trademarks featured in any third party website do not constitute or imply any approval, sponsorship or endorsement of Provider.

Certain ideas, software, and processes incorporated into the Services available on this Site are protected by patent applications pending in the United States.

#### c. Limitations on Use of Content

Except for a single copy made for personal use, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any content from this Site in any form or by any means whatsoever without prior written permission from us. Any unauthorized use of Site content violates our intellectual property interests and could result in criminal or civil penalties.

#### d. No warranty for Third-Party Infringement

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of third parties.

### **7. Content You Create**

#### a. Your Intellectual Property Rights

You own and retain all rights to your data and your code for customizing Provider's platform. You grant us and our applicable third parties the right to use your data as necessary to provide the Services to you and as permitted by this Agreement and our Privacy Policy. If you are using the Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so. Subject to the limited license granted, we acquire no right, title or interest from you or your licensors under this Agreement.

We respect the intellectual property rights of others, and we ask you to do the same. In instances where we are notified of alleged infringement of Provider or User Content through our Designated Agent, a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c). We may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification.

If you believe that you or someone else's copyright has been infringed by Provider or User Content provided on this Site, you (or the owner or rights holder, collectively, "Rights Holder")

should send notification to our Designated Agent immediately. Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere on this Site is intended as a substitute for qualified legal advice. To file a Notice of Infringing Material, we ask that the Rights Holder provide the following information:

1. Reasonably sufficient details about the nature of the copyrighted work in question, or, in the case of multiple alleged infringements, a representative list of such works. This should include, title(s), author(s), any U.S. Copyright Registration number(s), URL(s) etc.;
2. Reasonably sufficient details to enable us to identify and locate the material that is allegedly infringing the Rights Holders' work(s) (for example, file name or URL of the page(s) that contain(s) the material);
3. The Rights Holder's contact information so that we can contact them (including for example, the Rights Holder's address, telephone number, and email address);
4. A statement that the Rights Holder has a good faith belief that the use of the material identified above in 2 is not authorized by the copyright owner, its agent, or the law;
5. A statement, under penalty of perjury, that the information in the notification is accurate and that the Rights Holder is authorized to act on behalf of the copyright owner; and
6. The Rights Holder's electronic signature.

Notice may be sent to:

By e-mail: [success@youvegotclients.com](mailto:success@youvegotclients.com)

#### b. Counter-Notification

If material that you have posted to our Site has been taken down, you may file a counter-notification that contains the following details:

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
2. A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
3. Your name, address and telephone number;
4. A statement that you consent to the jurisdiction of federal district court in the federal district court in the State of Tennessee and that you will accept service of process from the person who provided notification in compliance with section 512 (c)(1)(C) of the DMCA, or an agent of such person; and
5. Your physical or electronic signature.

c. Notice may be sent to:

By e-mail: [success@youvegotclients.com](mailto:success@youvegotclients.com)

You also acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may temporarily or permanently remove the identified materials from our site without liability to you or any other party.

## **8. Data Stored on Our Servers**

Subject to our Privacy Policy, you agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Site. You acknowledge that we reserve the right to remove or terminate accounts which have not paid a subscription fee, that remain inactive for longer than 1 year, or in cases where you have violated one or more terms of this Agreement. It is your responsibility to download all desired and allowable content to your personal hard drive.

## **9. Privacy & Security**

### **a. Login Required**

In order to access some of the Services on this site, you may be asked to set up an account and password. Our account registration page requests certain personal information from you. You will have the ability to maintain and periodically update your registration information as you see fit. By registering, you agree that all registration information provided by you is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

### **b. Passwords & Security**

If you register for an account on the Site, you may have a username and password specific to you, depending on the Service you select and the number of allowable users under such Service. You agree that you, and any applicable allowable users, are responsible for maintaining the security and confidentiality of such password(s), and that you are fully responsible for all activities or charges that are incurred under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

### **c. Disclosure to Third Party Affiliates**

Subject to our Privacy Policy, you hereby grant us the right to disclose to third parties certain registration information about you. The information we obtain through your use of this site, including your registration information, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

### **d. Non-Transferability of User Account**



User Accounts are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Web Site with his or her password. You may not assign these Terms, in whole or in part, or delegate any of your responsibilities hereunder to any third party. Any such attempted assignment or delegation will not be recognized by Provider unless acknowledged by Provider in writing. Provider has no obligation to provide you with written acknowledgment. Provider may, at any time and in its sole discretion, assign these Terms, in whole or in part, or delegate any of our rights and responsibilities under these Terms to any third party or entity.

## **10. Disclaimer**

ALL CONTENT AND SERVICES ON THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT OR SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE CONTENT, SERVICES OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR SERVICES OFFERED WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY CONTENT OR SERVICES PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR SERVICES LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR PRODUCTS AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR PRODUCTS.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY PRODUCTS OR CONTENT THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the Site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any products or services provided by any third party, including, but not limited to the purchase terms, payment terms, warranties, guarantees relating to such transactions, are solely between the seller of such merchandise and you.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY SERVICES OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OF OUR AFFILIATES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY SERVICES OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE AND THE ADDITION OF FREE OR FEE-BASED SERVICES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT SERVICES ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

#### **11. Limitation of Liability & Indemnification**

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of this Site shall be limited to the amount you paid us for Services purchased on the Site during the 3 month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR SERVICES OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

You agree to defend, indemnify, and hold us and our Affiliates against all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with: (1) use of or reliance on information or data supplied or to be supplied by You; (2) any breach of or default under the terms or conditions of this Agreement by You; (3) the wrongful use or possession of any Provider Property by You; (4) any negligence, gross negligence or willful misconduct by You or your employees or agents; and/or (5) any disputes between (i) You and other Users (ii) You and your client(s) and/or (iii) your clients.

## **12. Termination of Use**

### **a. Grounds for Termination**

You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

### **b. No Right to Services Upon Termination**

Upon termination and regardless of the reason(s) motivating such termination, your right to use the Services available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1 and 3-11 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

### **c. How to Terminate or Make Adjustments**

If you, for any reason, would like to terminate your access to our Site or make adjustments, Provider requires written notice at least thirty (30) days before your next billing date. If you wish to terminate your Services mid-billing cycle, you will continue to have access through the end of the current billing cycle.

## **13. Binding Provisions**

### **a. Privacy**

Personally identifiable information or aggregate information that you provide will be handled in accordance with Provider's Privacy Policy.

### **b. International Use**

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who

choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Services, and/or information made in connection with this Site is void where prohibited.

#### c. Dispute Resolution

It is the intent of the Provider that should any differences arise, we could work them out amicably through written correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to us at [success@youvegotclients.com](mailto:success@youvegotclients.com) and include all of your reasons for dissatisfaction with your Services. You understand and agree now that the only remedy that can be awarded to you through arbitration shall be limited to the amount you paid us for Services purchased on the Site during the 3 month period before the act giving rise to the liability. No other actions or 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.

By purchasing our Services you are agreeing to a modification of the statute of limitations such that any arbitration must begin within one (1) year of the date of your correspondence referenced above or you waive the right to seek dispute resolution by arbitration or take any other legal action.

You also agree that should arbitration take place, it will be held in Memphis, Tennessee and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage Provider or our services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

#### d. Governing Law

This Site (excluding any Third Party websites) is controlled by us from our offices in Tennessee, and the statutes and laws of Tennessee shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of Memphis, Tennessee or appropriate federal/state court of Tennessee with respect to such matters controlled by that court.

#### e. Notices

All notices to a party shall be in writing. Notices sent to us via email must be sent to the attention of LaTisha Styles at [success@latishastyles.com](mailto:success@latishastyles.com). You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; or (4) on the delivery date if transmitted by confirmed email.

#### f. Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and Services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

#### g. Severability

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### h. No Waiver

No waiver by Provider of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Provider. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege

#### i. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

Last Updated: December 20, 2021

