

# TERMS OF USE OF WEBSITES

Last Updated on February 17, 2021

Create Abundant Life, LLC (the “Company,” “we,” “us,” “our”) welcomes you. We invite you to access and use our websites, including, without limitation, [createabundantlife.com](http://createabundantlife.com) and our Facebook page (the “Websites”).

We provide visitors to our Websites access to the Websites subject to the following Terms of Use, which may be updated by us from time to time in our sole discretion without notice to you. By browsing the public areas or by accessing and using the Websites, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use, the accompanying Terms and Conditions of Purchase of Membership (the “Terms and Conditions”) and our Privacy Policy, which is hereby incorporated by reference (collectively, this Agreement”). If you do not agree with each of these terms, then you are advised to discontinue use of the Websites.

Any user who registers with us (each, a “Registered User”) and wishes to purchase a product or service through one of our websites, agrees to the terms of this Agreement and the Terms and Conditions with respect to such product or service.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN AGREEMENTS TO SUBMIT DISPUTES TO BINDING ARBITRATION AND WAIVE ALL RIGHTS TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT. THESE TERMS OF USE AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

Capitalized terms not defined in these Terms of Use have the meaning set forth in our Privacy Policy.

## **1. DESCRIPTION AND USE OF OUR WEBSITES**

We provide Visitors and Registered Users with access to the Services as described below.

Visitors. Visitors, as the term implies, are people who do not register with us, but want to explore the Websites. No login is required for Visitors. Visitors can: (i) view all publicly-available content on the Websites; and (ii) email us.

Registered Users. Registered Users can do all the things that Visitors can do, and: (i) purchase products or services through one of our Websites (subject to space and availability); (ii) access exclusive content available only to Registered Users; (iii) create, access, manage, and update their own personal accounts on the Websites; (iv) (if available) post comments and other content on the Websites (collectively, “Registered User Content”); (v) sign up for our various programs or services; (vi) sign up for alerts

and other notifications; and (vii) become part of the Create Abundant Life, LLC community.

## **2. GENERAL TERMS**

By accessing and/or using our Websites, you agree to comply with these general terms (the "General Terms") and that:

The Websites may contain bulletin board services, chat areas, electronic mail postings, news groups, forums, communities, personal web pages, calendars, live chat, email, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send, and receive messages and material that are proper, relevant, and related to the particular Communication Service and its intended subject matter. You will comply with all applicable laws and regulations in your use of our Websites and will not use our Websites for any untoward or unlawful purpose.

Always use caution when giving out any personally identifying information in any Communication Service. This information may be visible to the public and we cannot guarantee the security of any information you post in a Communication Service. If you provide contact information to a third-party via any of our Communication Services, we are not responsible for, and you hereby release us from liability and will indemnify and hold us harmless, from any contacts or communications you may have with that third-party, including, but not limited to, contacts or communications by email, text message, phone call, or meetings in person. We do not control or endorse the content, messages, or information found in any Communication Service, and we specifically disclaim any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

When using the Websites and/or the Communication Services, you agree to the following, without limitation:

- a. You will not upload, post, email, transmit, or otherwise make available content that:
  - i. infringes upon any copyright, trademark, right of publicity, or other proprietary rights or intellectual property rights of any person or entity; or
  - ii. is defamatory, libelous, indecent, obscene, vulgar, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e. speech that attacks or demeans a group based on race or

ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation / gender identity); or

- iii. discloses any sensitive or private information about another person, including without limitation that person's email address, postal address, phone number, credit card information, or any similar information;
- b. You will not "stalk", threaten, harass, abuse, or otherwise violate the legal rights (such as rights of privacy and publicity) of another person;
- c. You will not spam or use the Websites to engage in any commercial activities, including without limitation to advertise or offer to sell or buy any goods or services for any business purpose;
- d. If you post any Registered User Content, you will stay on topic;
- e. You will not access or use the Websites to collect market research for a competing business;
- f. You will not impersonate, improperly assume or claim the identity, characteristics, or qualifications of another person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity;
- g. You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites (including any systems or networks connected to the Websites) through hacking, password or data mining, or any other means;
- h. You will not cover, obscure, block or in any way interfere with any content or features on the Websites;
- i. You will not use any robot, spider, scraper, or other automated means to access the Websites for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Websites for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- j. You will not take any action that imposes or may impose an unreasonable or disproportionately large load on our technical infrastructure, as determined by us and our sole discretion;
- k. You will not conduct or forward surveys, contests, pyramid schemes or chain letters;

- l. You will not download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- m. You will not falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- n. You will not restrict or inhibit any other user from using and enjoying the Communication Services;
- o. You will not harvest or otherwise collect information about others, including without limitation e-mail addresses, usernames and passwords, and phone numbers without their consent;
- p. You will not violate any applicable laws or regulations;
- q. You will not attempting to use the Websites or Communication Services for any purposes other than those intended by us, as determined in our sole discretion;
- r. You will not violate our Community Rules, which may be updated from time to time in our sole discretion; and
- s. You will let us know about inappropriate content of which you become aware. If you find something that violates our General Terms or Community Rules, please let us know.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, the Communication Services, or any portion of the Websites or Communication Services, without notice. We have no obligation to monitor the Communication Services and are not liable for any messages, material or information posted to, sent or received through the Communication Services. However, we reserve the right to review materials posted to a Communication Service and to, at our sole and absolute discretion, remove, remove, edit, refuse to post, or censor content that we deem to be unacceptable or does not otherwise adhere to these General Terms.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

### **3. RESTRICTIONS**

The Websites are only available for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you must review this Agreement

with your parent or guardian to make sure that you and your parent or guardian understand it.

#### **4. SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS**

During the registration process for Registered Users, we will ask you to create an account, which includes a sign-in name (“Sign-In Name”), a password (“Password”), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future (“Unique Identifiers”). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Registered User, and sharing your access credentials with others (especially if they are using your credentials to access our proprietary Content, as defined below, is a material breach of this Agreement. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Websites using one or more of them. You will promptly inform us of any need to deactivate a Password, or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and you hereby waive all claims for any loss or damage caused by such action. The Company, its members, managers, employees and agents, will not be liable for any loss or damage caused by any unauthorized use of your account.

#### **5. FEES AND PAYMENT**

As consideration for any purchase you make on the Websites, you will pay the Company all applicable fees and taxes. We (or our third-party payment processor) will authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same. All payments will be charged and made in U.S. dollars, and if you are located outside of the United States, you will be responsible for any foreign transaction fee and/or any foreign currency exchange fees.

For recurring payments you agree to at all times provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password). You hereby authorize the Company to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, your access to the product or service will be terminated. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you

will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

## **6. INTELLECTUAL PROPERTY**

The Websites contain material, which may include videos, coursework, lesson plans, training modules, photographs, software, text, graphics, images, sound recordings, and other material provided by or behalf of the Company (collectively referred to as the “Content”). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Any unauthorized use of the Content may violate copyright, trademark, and other laws.

Visitors may view all publicly-available Content for their own personal, non-commercial use. Registered Users who have purchased any product or service, may download onto their own machines and view Content contained in such purchased product or service for their own personal, non-commercial use. Other than as expressly set forth in the immediately two prior sentences, you have no rights in or to the Content (other than your own Registered User Content that you post to the Websites), and you will not use the Content except as permitted under this Agreement. No other use is permitted without the written consent of the Company. The Company retains all right, title, and interest, including all intellectual property rights, in and to the Content. You must not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Websites automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of the Company (the “Company Trademarks”) used and displayed on the Websites may include both registered and unregistered trademarks and service marks of the Company. Other company, product, and service names located on the Websites may be trademarks or service marks owned by others (the Third-Party Trademarks,” and, collectively with the Company Trademarks, the “Trademarks”). Nothing on the Websites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Company Trademarks inures to our benefit.

Elements of the Websites are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the

Content may be retransmitted without our express, written consent for each and every instance.

## **7. REGISTERED USER CONTENT; LICENSES**

As noted above, the Websites may provide Registered Users the ability to post and upload Registered User Content. You expressly acknowledge and agree that once you submit your Registered User Content for inclusion into the Websites, it will be accessible by others, and that there is no confidentiality or privacy with respect to such Registered User Content, including without limitation, any personally identifying information that you may make available. YOU ASSUME ALL RESPONSIBILITY FOR ALL OF YOUR REGISTERED USER CONTENT THAT YOU UPLOAD, POST, EMAIL, OR OTHERWISE TRANSMIT VIA THE WEBSITES. YOU CONFIRM WE ARE IN NO WAY RESPONSIBLE FOR YOUR REGISTERED CONTENT AND YOU WILL INDEMNIFY US IN RESPECT OF ANY LOSS, LIABILITY, CLAIM, OR DAMAGE SUFFERED OR INCURRED BY US IN CONNECTION WITH YOUR REGISTERED CONTENT.

You retain all copyrights and intellectual property rights in and to your own Registered User Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sub-licensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your Registered User Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised. You also grant us and our sublicensees the right, but not the obligation, to use your Registered User Content, your Sign-In Name, name, likeness, and photograph in connection with any use of the related Registered User Content permitted by the previous sentence and/or to advertise and promote the Websites, the Company, and our products and services. Without limiting the foregoing, you acknowledge and agree that uses of your Registered User Content, name, likeness, and photograph permitted by the foregoing rights and licenses may include the display of such Registered User Content, name, likeness, and photograph adjacent to advertising and other material or content, including for profit.

If you submit Registered User Content to us, each such submission constitute a representation and warranty to the Company that such Registered User Content is your original creation (or that you have the right to provide the Registered User Content), that you have the rights necessary to grant the license to the Registered User Content under the prior paragraph, and that it and its use by the Company and its content partners as permitted in this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person, or contain any libelous, defamatory, or obscene material or content that violates our General Terms or Community Rules.

## **8. COMMUNICATIONS WITH US**

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

Visiting the Websites, using the Communication Services, texting, or sending emails to us constitutes electronic communications. You consent to receive electronic communications from us and agree to notify us of any changes in your telephone number or email address. Except as otherwise required under applicable law, you agree that all agreements, notices, and other communications that we provide to you electronically, via email, text or on the Websites, satisfy any legal requirement that such communications be in writing.

#### **9. NO WARRANTIES; LIMITATION OF LIABILITY**

THE WEBSITES AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITES WILL OPERATE ERROR-FREE OR THAT THE WEBSITES, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS: (I) WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE WEBSITES FROM WHATEVER CAUSE, AND YOU AGREE THAT YOU USE THE CONTENT AND THE WEBSITES AT YOUR OWN RISK; (II) WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (III) WE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOUR USE OF THE WEBSITES OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS UNLESS REQUIRED BY APPLICABLE LAWS.



THE WEBSITES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS, UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITES. THE WEBSITES MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS OR SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE WEBSITES DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITES AT ANY TIME WITHOUT NOTICE.

#### **10. EXTERNAL SITES; ENDORSEMENTS; THIRD PARTY FEATURES**

The Websites may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not an endorsement by us of their content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

Any description of a product, service, or publication on the Websites (including any description or reference via hyperlink) does not imply endorsement by us of that product, service, or publication.

The Websites may provide links to other websites for the convenience of the Website users. The Websites may also make use of widgets, embeds, social media, or other third party features that are hosted by a third party or hosted directly on the Websites. Your interactions with any link or third party widget, embed, social media, or other feature are governed by the terms and conditions of use of the third party providing the widget, embed, social media, or other third party feature, or the terms and conditions of use of the linked website. The terms and conditions of use of third parties may be substantially different than these Terms of Use. We neither own nor control third party websites, widgets, embeds, social media, or other features that are accessible through the Websites. Therefore, before visiting the website of a third party, or making use of a third party feature on the Websites, whether by means of widget, embed, social media feature, or otherwise, you should first consult that third party’s terms and conditions of use (if any) and inform yourself of the terms applicable to that third party’s website, feature, or services (if any). We are not responsible for any dealings with third parties you may have through a third party website, link, widget, embed, social media, or other third party feature.

We may offer you the ability to use Facebook or other social media services (collectively, “social media”) in conjunction with certain services offered by the Company. When you access the Websites or other Company services through your Facebook or other social media account, we may, depending on your privacy settings, have access to information that you have provided to the social media platform. We may use this information for the purposes described in the Privacy Policy. When you associate your social media account with the Company’s services and authorize us to have access to this information, you agree that we may collect, use and store the information provided by social media services as described in the Privacy Policy.

## **11. REPRESENTATIONS; WARRANTIES; AND INDEMNIFICATION**

(a) If you are a Registered User, you hereby represent, warrant, and covenant that:

- You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your Registered User Content and any other works that you incorporate into your Registered User Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;
- Use of your Registered User Content in the manners contemplated in this Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and
- You shall not submit to the Websites any Registered User Content that violates our General Terms set forth above, the Community Rules, or any other term of this Agreement.

(b) You agree to defend, indemnify, and hold us and our members, managers, officers, directors, employees, agents, successors, licensees, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your access to, use or misuse of the Content or the Websites; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **12. COMPLIANCE WITH APPLICABLE LAWS**

The Websites are not directed to anyone located outside of the United States, and the Websites are controlled, operated, and administered by us from our offices within the United States of America. We do not knowingly offer goods or services to data subjects outside of the United States or monitor the behavior of persons (data subjects) located outside of the United States. By using or continuing to use the Websites, you are confirming that you are located within the United States, and agree that you will not

provide personal information, or otherwise use the Websites, if you are located outside of the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside the United States. If you access the Websites or Content from outside the United States, you do so at your own risk. Whether inside or outside the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

While the Websites do not knowingly solicit, collect or store the personal information of international users, through fraud, deceit, or other unauthorized or inadvertent disclosure, we may receive personal information pertaining to individuals located outside of the United States. If a person located outside of the United States becomes aware that he or she has provided us personal information, as defined in Article 4 of the General Data Protection Regulation (GDPR), please contact us at: [support@createabundantlife.com](mailto:support@createabundantlife.com) and upon verifying the information, we will immediately delete the unauthorized information from our servers and records.

### **13. TERMINATION OF THE AGREEMENT; MONITORING OF CONTENT**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Websites or the Communication Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Websites or the Communication Services at any time without prior notice or liability.

### **14. DIGITAL MILLENIUM COPYRIGHT ACT**

The Company respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content or Registered User Content deemed to be posted or distributed in violation of such laws.

Violating the trademark or copyright rights of others is a violation of our Terms of Use. Nothing on the Websites shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of the Company or any third party, whether by estoppel, implication, or otherwise. All trademarks and trade names are the property of their respective owners. Except as otherwise noted, the Company is the owner of all trademarks and service marks on the Websites, whether registered or not.

Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any Notification of Claimed Infringement which may be given under the Act is as follows:

Create Abundant Life, LLC  
PO Box 2037  
Sioux Falls, SD 57101

[support@createabundantlife.com](mailto:support@createabundantlife.com)

If you believe that your copyrighted work is being infringed, please provide our copyright agent a written notice including all of the following:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

## **15. CONTROLLING LAW**

This Agreement and any action related thereto will be governed by the laws of the State of South Dakota without regard to its conflict of laws provisions.

## **16. BINDING ARBITRATION**

In the event of a dispute arising under or relating to this Agreement, the Content, or the Websites (each, a "Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. **IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL.** DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court in Sioux Falls, South Dakota may enforce the arbitrators award. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in Sioux Falls, South Dakota. The parties may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. In addition, we may litigate in court to seek injunctive relief.

## **17. CLASS ACTION WAIVER**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **18. MISCELLANEOUS**

**YOU AGREE THAT, UNLESS CONTRARY TO ANY APPLICABLE LAW, ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITES, THE CONTENT, OR THIS AGREEMENT MUST BE COMMENCED BY YOU WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.** If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Fees and Payment” (until you pay all fees and taxes due hereunder), “Intellectual Property,” “Registered User Content; Licenses,” “Communications with Us,” “No Warranties; Limitation of Liability,” “Representations; Warranties; and Indemnification,” “Termination of the Agreement,” “Controlling Law,” “Binding Arbitration,” “Class Action Waiver,” and “Miscellaneous.”

**NO WAIVER.** Our failure to act or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision of this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

**ENTIRE AGREEMENT.** Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.

**HEADINGS.** The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

**ACCESSIBILITY.** If any portion of this Website is inaccessible to you for any reason, please contact us at [\(888\) 317-4684](tel:8883174684).

ASSIGNMENT. You may not assign these Terms of Use. We may assign these Terms of Use, in whole or in part, at any time.

CONTACT INFORMATION. Questions about these Terms of Use should be directed to the following email address: [support@createabundantlife.com](mailto:support@createabundantlife.com).