

# WEBSITE TERMS AND CONDITIONS OF USE

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## DESCRIPTION OF SERVICES

We make various services available on this site including, but not limited to articles, courses, online programs, info products, individual and group coaching, consulting, digital downloads, videos, and other like products and services. You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem, and Internet access (including payment of all fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

## **REGISTRATION DATA AND PRIVACY**

In order to access some of the services on this site, you may be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our [Privacy Policy](#), which is specifically incorporated by reference into these Terms of Use.

## **CONDUCT ON SITE**

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, blog comments, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or

telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

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In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

### **THIRD PARTY SITES AND INFORMATION**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. 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.

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Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes their copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed.
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).
5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.
8. Send the written communication to the following address:

Designated Agent for Claimed Infringement:

Contact: Mollie Miller  
Email: [corepowerhealth@gmail.com](mailto:corepowerhealth@gmail.com)

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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 PROFITS, 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 GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS 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.

## **INDEMNIFICATION**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **SECURITY AND PASSWORD**

You are solely responsible for maintaining the confidentiality of your password and account, if applicable, and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

## **PARTICIPATION IN 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, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

## **EMAIL, MESSAGING, BLOGGING, AND CHAT SERVICES**

We may make email, messaging, blogging, or chat services (collectively, "Communications") available to users of our site, either directly or through a third-party provider. We may make available separate supplemental agreements characterizing the relationship between you and us that, except where expressly noted or contradictory, includes these Terms.

We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. Further information is available in our [Privacy Policy](#).

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

## **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, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

## **TERMINATION OF USE**

You agree that we may, in 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

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Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

## **GOVERNING LAW**

This site (excluding any linked sites) is controlled by us from our offices within the State of TX, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of TX, by accessing this site both of us agree that the statutes and laws of the State of TX, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of any court of competent jurisdiction within the State of TX with respect to such matters.

## **NOTICES**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [corepowerhealth@gmail.com](mailto:corepowerhealth@gmail.com), if by email. Notices to you may be sent to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

## **ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## **ENFORCEMENT AND DISPUTE RESOLUTION**

Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorneys' fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of TX and agrees that those courts have personal jurisdiction over each party; (iii) venue will be in TX; and (iv) the parties will submit the dispute to mandatory mediation held in TX or through an online mediation service agreed upon by all parties. If the parties cannot agree on a mediator, then any party may apply at any time to the presiding judge of the Superior Court for the appointment of a mediator, and the judge's selection is binding on all parties. The parties will share equally (50/50) in all costs of the mediation, including the mediator's fees, but each party is solely responsible for its own attorneys' and experts' fees. Every mediation will be completed within 4 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 4-month period, then the parties may continue seeking to resolve the dispute via any process, including litigation by trial.

## **ASSIGNMENT OF RIGHTS**

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

## **NON-DELIVERY OR DELAY**

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.

## **SEVERABILITY**

If any part of these Terms of Use 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.

## **NO WAIVER**

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## **SECTION HEADINGS**

The section headings in this Agreement are for convenience only and must not be given any legal import.

## **REMEDIES CUMULATIVE**

All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

## **ELECTRONIC COMMUNICATIONS**

When you visit the website or send emails to **CORE POWER HEALTH & FITNESS INC**™, you are communicating with us electronically. You thereby consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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Last modified **12/26/16**.