

WEBSITE TERMS OF USE

YOU ("YOU") AGREE THAT BY ACCESSING AND USING WWW.GRACELOVEWELL.ORG ("WEBSITE"), SUCH USE INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH BELOW ("AGREEMENT"). THIS AGREEMENT GOVERNS YOUR USE OF THIS WEBSITE AND ALL CONTENT CONTAINED ON THIS WEBSITE MADE AVAILABLE BY GRACE LOVE WELL FOUNDATION, INC., A NOT FOR PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, UNITED STATES, ITS SUCCESSORS AND ASSIGNS AND D/B/A "GRACE LOVE WELL FOUNDATION" ("WE" OR "US").

THE TERMS AND CONDITIONS GOVERNING YOUR PURCHASE AND USE OF ANY PRODUCT OR COURSE ON OUR WEBSITE ARE CONTAINED EXCLUSIVELY IN THE TERMS OF PURCHASE & DIGITAL PRODUCT LICENSE AGREEMENT AND THIS AGREEMENT SHALL NOT BE DEEMED OR CONSTRUED TO ALTER SUCH SEPARATE TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT PERMITTED TO USE THIS WEBSITE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND THAT YOU UNDERSTAND THESE TERMS AND CONDITIONS AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH US. OUR PRIVACY POLICY AND ANY OTHER SEPARATE POLICY, LEGAL NOTICE OR DISCLAIMER APPEARING ON THIS WEBSITE IS HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

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General Use Restrictions

As a condition of your access and use of this Website, You agree that: i) You will only use this Website and/or any of the Materials for personal, non-commercial purposes; ii) You will not to use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with another person's use and enjoyment of the Website, including uploading or

introducing files that contain viruses, corrupted files, or any other similar software or other applications or programs that cause damage or interference with any computer, server or network; iii) You will not engage in any unauthorized use of any Materials in a manner that violates copyright laws, trademark laws or the laws of privacy and publicity of another; iv) You will not to use any data mining, robots, engage in any "harvesting or similar data gathering or extraction methods in connection with this Website; v) You will not otherwise engage in any hacking or attempt to gain unauthorized access to any portion of this Website; and vi) You agree to comply with all applicable laws and regulations of the United States and any other applicable International treaty, law or regulation governing your use of this Website. Use of this Website for any of the foregoing reasons is strictly prohibited. Additional use restrictions are contained elsewhere in this Agreement.

Compliance with Applicable Laws

We make no representation that the Materials available on this Website are appropriate or available for use in your jurisdiction. You are solely responsible for compliance with local laws in your jurisdiction or territory, to the extent applicable. **Access and use of this Website from any jurisdictions where the Materials are illegal is strictly prohibited and we shall have no liability to You whatsoever in such case.**

Our Intellectual Property

All Materials are either owned or licensed by us and are protected under our proprietary rights. Commercial use of any of the Materials contained on this Website is strictly prohibited. Except as otherwise stated, none of the Materials may be saved, downloaded, copied, reproduced in any electronic, digital or mechanical format or medium or by way of photocopying or otherwise, and may not be disseminated, distributed, re-published or used for any public display or performance, in any form or manner whatsoever without our prior written consent. We reserve the right to limit the amount of Materials displayed on this Website. You are restricted from, modifying or altering any copyright or other proprietary notice, or trademarks from any of the Materials found on this Website. In addition, the "look and feel" of this Website (including the unique combination of Website colors, page headers, graphics, icons, images and scripts, etc.) is considered by us to be valuable and protectable trade dress and may not be copied, imitated, or used (in whole or in part) by You without our prior written permission. This Website and all separate Website elements are protected under United States copyright laws. You may not engage in any "framing" of any page of this Website or otherwise of any of the Materials on this Website. Some of the Materials on this Website include embedded video and/or audio recordings and may include podcasts and other similar down-loadable video or audio files from time to time. All video and audio recordings and files are owned by us unless otherwise stated in those Materials. Additionally, this Website may contain embedded video or audio recordings from external servers and third party websites including, but not limited to, YouTube.com, Vimeo, Google Video, etc. All such embedded recordings are owned by us regardless of whether they are hosted by any such third party websites and/or external servers.

Our External Links Policy

We grant You permission to link to this Website, including "deep linking" to web pages within this Website. However, at all times You agree that: (1) You will only use a text link to link to this Website as it appears on your website and You will not use any trademark or logo or incorporate any type of "image link on your website using any of the Materials; (2) You will not engage in any "scraping" of the Materials by any means (i.e., extracting content from the Website and reformatting it, aggregating it with other content or redistributing it other than in its complete and original format); (3) You will not engage in any "framing" of any pages of this Website or any of the Materials by copying any displaying any portions thereof through use of any in-line links or by any other manner; and (4) You agree to display any web page within this Website in full including all trademarks, advertising, banner ads and all other promotional materials, unaltered and without any additional content not included on the original webpage, including any frame, border, margin, design, logo, branding, third party trademark or any other advertising or promotional materials not displayed on the original webpage. We reserve the right at any time, in our sole discretion, to revoke your right to link to any webpage on this Website. Any other use by You of any external links to this Website made in any manner other than according to these terms is strictly prohibited.

Notwithstanding the foregoing, You, or any of your employees, agents, affiliates or any other person or entity under your control, are restricted from placing any type of external link to this Website on any website that has been penalized or de-indexed by Google or any other major search engine due to the website's content, spam practices, any malware/viruses contained on the website(s) or due to any other activities whatsoever in violation of the terms or policies of such search engine. In addition, You agree that You will immediately cause the removal of any links to this Website from any such third-party website(s) which has/have in fact been penalized or de-indexed by Google or any other major search engine, or which otherwise has/have caused us to suffer a decrease in search engine rankings, incur any search engine penalties or suffer any other damages due to the existence of any links to our Website.

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any other Materials on this Website and displaying the same on any other website in any manner that would provide any viewer to reasonably conclude that such website is or could be affiliated with this Website and/or the Website operator and/or has permission to display the contents of this Website or any Materials.

Forum User Content Policy

The following Policy contains important restrictions, notices and disclaimers that govern your posting of any and all comments or other digital materials on this Website through your Facebook user profile including, but not limited to, posts and comments, images, graphics, photos, videos, audio recordings, text, ideas, all written materials and/or any other written or electronic materials ("Content"). In consideration for your access and use of the services offered by us through this Website, You agree to comply with the following terms and conditions at all times during your use of this Website.

A. User Representations & Warranties: You represent that You are the owner, authorized licensee or authorized user of all Content You agree that You will not post, upload, publish, link to or otherwise distribute any Content that:

i) promotes, solicits, comprises or contains abusive, defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, pornographic, profane, threatening, vulgar or otherwise inappropriate, objectionable or unlawful material or that is harmful to minors; or

ii) encourages conduct that would violate any law or Content that violates any applicable statute, ordinance, regulation or rule; or

iii) contains personal information about any individual without that persons consent or otherwise violates the privacy of any other individual or entity or Content You are not authorized to disclose; or

iv) misrepresents an affiliation with another person or organization or posting any Content that infringes any copyright, trademark, service mark, patent, trade secret or other intellectual property right of any third party; or

v) contains viruses, corrupted files, worms, Trojan horses or any other similar malicious software or programs that may expropriate, intercept or interfere with any data, information, property or system of another person or that may damage interfere or adversely affect the operation of our Website or any computer or other device of any user of our Website; or

vi) is materially false, misleading or inaccurate.

B. User Indemnification: You agree that You shall indemnify, defend, hold harmless and pay any judgment or settlement of, any claims or actions asserted by any third party against any of the operators of this Website, including any officer, member or manager, employee, agent or representative or any of our attorneys, as may be applicable, arising from or in connection with any Content You upload through your use of this Website or in any way related to this Agreement, regardless of the nature or type of any such claim. You agree to pay all expenses, court costs and attorneys' fees incurred by us in connection with any of the foregoing claims or actions.

C. Content Copies: You are solely responsible for all Content including, if desired by you, the making and keeping of back-up copies of any or all Content. We shall not have any responsibility or liability for the deletion or accuracy of any Content, the failure to store, transmit or receive transmission of any Content or the security, privacy, storage or transmission of other communications involving your use of our Website.

D. Content Disclaimers: We assume no responsibility to investigate or verify the accuracy of the Content or that the Content does not violate any law or the rights of some third party or is otherwise injurious or causes some third party to suffer any damages. Under no circumstances shall we be liable to any user/visitor of this Website for any damages occurring or arising from any Content posted or transmitted on this Website by You that is defamatory, libelous or slanderous, contains any omissions, falsehoods, obscenities, is pornographic or sexually explicit or profane or otherwise violates any law or right of some third party. We do not represent or endorse the accuracy or reliability of any Content. You acknowledge that any reliance by you upon any Content (whether yours or others) shall be at your sole risk. Any Content placed on our Website represents solely the views of the user posting/uploading the Content and does not represent our views. We shall not have any responsibility or liability for the deletion or accuracy of any Content, the failure to store, transmit or receive transmission of any Content or the security, privacy, storage or transmission of other communications involving your use of our Website.

E. Irrevocable License to Use Content: Any Content you submit, upload or post on this Website by any means will be treated as non-confidential and non-proprietary and may be restricted from being displayed on this Website, at our sole discretion. All Content may be displayed and used by us for any purpose and in any manner whatsoever strictly in connection with the operation of this Website. Furthermore, we are free to use any ideas, concepts, know-how, or techniques contained in any Content posted or transmitted to this Website for any purpose whatsoever and without any compensation to You. You hereby grant to us, our employees, agents, officers, directors, members and/or contractors, an irrevocable, non-exclusive, royalty-free, perpetual license to use the Content for any purpose whatsoever, commercial or otherwise, in any and all manner, strictly in connection with the operation of this Website.

F. Limited Editorial Control: We may from time to time monitor or review any Content posted or transmitted to our Website to ensure compliance with this Policy. However, we are under no obligation to do so. We reserve the right, in our sole discretion, to terminate your account, remove any Content and/or remove your ability to upload any Content if we believe that You have violated any of the terms or conditions contained in this policy. We are a provider of "interactive computer services" under the **Communications Decency Act, 47 U.S.C. Section 230 ("CDA")**. We intend to comply with the requirements of the CDA and shall exercise any editorial control over any of the Content in a limited fashion in order to carry out the terms of this policy and/or protect its interest or rights or those of any third parties. Our liability for defamation and other claims arising out of or in any way related to the Content shall be limited as described in the CDA. We shall not have any legal obligation to assume any editorial control over the Content.

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We will investigate notices of copyright infringement and take appropriate actions pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). We also have procedures in place for any of our users to protest any notices of alleged infringement of any Content they have submitted, uploaded or posted to this Website. Please see our [DMCA Policy](#) on this Website for more details.

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LIMITATIONS ON LIABILITY

YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR ANY OTHER DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOST DATA OR LOSS OF GOODWILL, OR FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THIS WEBSITE IN ANY MANNER WHATSOEVER INCLUDING YOUR USE OR RELIANCE ON ANY OF THE MATERIALS CONTAINED ON THIS WEBSITE. WE SHALL NOT BE LIABLE TO YOU AS STATED HEREIN

REGARDLESS OF THE CASUE OF ANY DAMAGE YOU MAY INCUR, INCLUDING ANY DAMAGES NOT FORESEEABLE BY US AND REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, BY STATUTE, FOR ANY TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR FOR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE SAME. YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR ARE UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF AND YOUR RIGHTS UNDER ANY LAW THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542.

Exceptions to Disclaimers And Limitations

Some jurisdictions do not allow the waiver of certain warranties or the limitation of liability for certain damages. Accordingly, some of the above warranty disclaimers and limitations of liability may not apply to you. To the extent that we may not disclaim any implied warranty or limit its damages, the scope and duration of any required warranties under law and the extent of our liability shall be as limited as allowed under any applicable laws.

Indemnification by You

You agree to indemnify and hold us harmless, including our directors, officers, members, employees, agents or attorneys, to the extent applicable, from any and all claims, liabilities, legal proceedings, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or related to: i) Your use of and interaction with this Website in any way whatsoever; or ii) any violation of the terms and conditions of this Agreement; or iii) violation of any law; or iv) violation of the rights of any third party for which any suit or legal proceeding is brought against us related to such violation. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim and agree that we shall be entitled to exercise sole discretion over the control and manner of such defense.

Data Collection & Use Consent

By using this Website, You consent to our use of any personal information provided by You through your use of this Website pursuant to the terms contained in our Privacy and Communications Policy. You also acknowledge that You have read and understand these terms **before** You submit any personal information on this Website for any reason.

Anti-Spam Policy

We intend to comply with the requirements of the CAN-SPAM Act (15 U.S.C. Section 7701 et. seq.) at all times. We do not engage in sending any unsolicited SPAM or junk mail of any kind including sending out any email communications in bulk or by a single mailing to anyone. However, if You have registered to this Website or subscribed to receive any materials from us and provided your email, You may receive promotional emails regarding upcoming product offers, sales, contests, etc. We do not consider such communications

to be unsolicited SPAM. You will always have an option to opt-out of receiving any such communications from us. Please see our Privacy and Communications Policy for more information on how we use any information we collect from You.

No person who accesses or uses this Website, including any registered users, may use any information collected from this Website to send any unsolicited email communications or email communications otherwise in violation of the CAN-SPAM Act. Such activities are strictly prohibited and a violation of these terms. We will immediately terminate the user account of any registered user (to the extent applicable) who has violated this provision. If You would like to opt-out from receiving any promotional emails from us, or if You would like to contact us for any other reason relating to this policy, including making any complaints regarding any emails sent to you or our email policy in general, please contact us at overtakenbygrace@gmail.com. Please provide the reason why you are contacting us in the body of your email and a brief subject line description.

Miscellaneous:

A. Severability

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be invalid, illegal, or unenforceable in any respect, for any reason, the validity, legality and enforceability of the remainder of that provision, any other remaining provisions, and of the entire Agreement shall not in any way be affected or impaired thereby, and shall be interpreted, to the extent possible, to achieve the purposes as originally expressed with the provision found to be invalid, illegal or unenforceable. Each provision hereof is intended to be severable, and the validity, legality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of the remainder of the Agreement.

B. Entire Agreement

Except for the Privacy and Communications Policy or the terms of any Other Agreement, these terms supersede any and all prior and existing agreements, whether oral or in writing, between You and us with respect to your use and access of this Website and constitutes the entire agreement between the parties. This Agreement will be expressly incorporated by reference in each and every agreement between You and us regarding your use and access of this Website, including the terms of any Other Agreement.

C. Arbitration

YOU AGREE TO GIVE UP YOUR RIGHTS TO BRING ANY CLAIMS RELATING TO THIS AGREEMENT OTHER THAN TO PROTECT YOUR INTELLECTUAL PROPERTY AND/OR YOUR USE OF THIS WEBSITE BEFORE A COURT OF LAW OR OTHER LEGAL TRIBUNAL AND TO RESOLVE ALL DISPUTES OR CLAIMS EXCLUSIVELY BY ARBITRATION. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, any and all

claims, disputes or controversies of whatever kind and nature, whether preexisting, present or future between You and us, our agents, employees, principals, directors, officers, shareholders, members, managers, successors and assigns, to the extent applicable, arising from or relating to this Agreement, its interpretation or validity, shall be resolved exclusively by binding arbitration pursuant to the then-current rules of the American Arbitration Association (“AAA”) and shall be administered by the AAA. Notwithstanding the foregoing, to the extent You have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in state or federal court under the terms of this Agreement.

Any arbitration proceeding shall be brought and heard exclusively in Broward County, Florida, USA. The arbitrator shall be authorized to grant any relief available under law or in equity and any award rendered shall be final and conclusive upon the parties, except that the arbitrator shall not be authorized to award punitive damages to either You or us. Any judgment may be entered in any court having jurisdiction and the arbitrator may award reasonable costs and fees, including reasonable attorney’s fees and all arbitration fees, to the prevailing party, notwithstanding the then current rules of the AAA. **YOU AGREE THAT A WRITTEN NOTICE REQUESTING ARBITRATION MUST BE PROVIDED TO US WITHIN ONE (1) YEAR AFTER THE ACTS OR OCCURRENCES SUPPORTING SUCH A CLAIM, WITHOUT TOLLING FOR A FAILURE TO DISCOVER SUCH ACT OR OCCURRENCE.** If You do not send a written notice to us within the requisite one (1) year period, that claim (or those claims) shall be waived and released and You shall be forever barred from asserting that claim (or those claims) in the future.

D. Venue/Choice of Law

Any and all claims, demands, controversies or legal proceedings arising out of or related to this Agreement and/or your use of this Website may only be brought exclusively in any state or federal court situated in Broward County, Florida, USA and You hereby expressly agree to submit to the personal jurisdiction of such court and consent to extra-territorial service of process. Further, You waive any right to challenge the selection and choice of jurisdiction and You acknowledge that the right of selection of jurisdiction being waived by You is a valid part of the consideration of allowing access to and use of this Website by You. This Agreement shall be construed and enforced in accordance with the laws of the state of Florida, USA, without regard to any applicable provincial conflict of laws principles and without regard to any applicable International laws, treaties or regulations.

E. Waiver

The waiver by us of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any other or subsequent breach by

You. Any non-enforcement of this agreement by us shall not be considered a waiver of our rights to enforce the terms hereunder.

F. Modifications

We may, in our sole and absolute discretion, change the terms contained in this Agreement from time to time. We will post notice of any such changes on the Website prominently and/or notify all registered users the next time they log-on after the any changes are effective. Notwithstanding, You agree to periodically visit these terms of use to determine the then current terms and conditions applicable to your use of this Website and all Materials. If you object to any such changes made by us, your sole recourse shall be to cease using this Website. If you continue to use this Website after notice has been posted regarding any changes, You agree this shall indicate your acceptance of all such amendments.

G. Termination of Website Services

We reserve the right at any time, in our absolute sole discretion, to modify or terminate, either temporarily or permanently, this Website, any of the Materials or any services or functions offered by or through this Website, with or without notice. You agree that we shall not be liable to You or to any third party for any such modification or termination. These Website terms shall remain in full force and effect notwithstanding any termination of your use of this website.

H. Headings/Construction

The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will be interpreted without application of any strict construction in favor of or against You or us.

I. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by us without restriction.