

Terms & Conditions / Exhilarated You LLC, DBA Radiance by Melinda

Please READ carefully, as this pertains to the Agreement of your registration with any of the products sold (sometimes referred to as Program) by **Exhilarated You LLC, DBA Radiance by Melinda** (sometimes referred to as "Company").

By purchasing our products, you (sometimes referred to as "Client") agree to the following terms stated.

PROGRAM

Exhilarated You LLC, DBA Radiance by Melinda agrees to provide course content, identified as an online course aid, to help Clients market their business online. Client agrees to abide by all policies and procedures outlined in this Agreement as a condition of their participation in any of our programs.

DISCLAIMER

Client understands **Melinda Szwak and Exhilarated You LLC, DBA Radiance by Melinda** is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands their participation in this program will not treat or diagnose any disease, illness, or ailment and if they should experience any such issues, they should see their registered physician or other practitioner as determined by their own judgment.

Client understands that neither **Melinda Szwak**, nor Company, has not promised, nor shall be obligated to, the following:

- (1) Success in business, results, and sales for the Client.
- (2) Provide assistance, as either coach or mentor, with consultations for future business contracts made by Client.
- (3) Procure any publicity, social media exposure, interviews, writeups, features, television, or print promotions for the Client.
- (4) Introduce Client to Chandler's full network of contacts, media, or business partners. Client understands that a relationship does not exist between the Parties after the conclusion of this program.

FINANCIAL OBLIGATION

Client is responsible for the completion of all payment plans associated with products they purchase. We reserve the right to seek recovery of any monies remaining unpaid via our Collection Agency.

METHODS OF PAYMENT

Radiance by Melinda will accept Visa, Mastercard, and American Express as a form of payment. If Client chooses to pay by monthly installments, he/she authorizes the monthly charge for the product on the Client's credit card or debit card.

REFUNDS

Exhilarated You LLC, DBA Radiance by Melinda DO NOT offer refunds on our programs.

Please note: If you opted for a payment plan, you are required by law to complete your payment plan. We reserve the right to seek recovery of any monies remaining unpaid via our Collection Agency.

CONFIDENTIALITY

Exhilarated You LLC, DBA Radiance by Melinda respects Clients' privacy and insists that the Client respects ours as well. Thus, consider this a mutual nondisclosure Agreement. Any confidential information shared by **Exhilarated You LLC, DBA Radiance by Melinda** clients or any representative of **Exhilarated You LLC, DBA Radiance by Melinda** is confidential, proprietary, and belongs solely and exclusively to the Client or representative who discloses it. Parties agree not to disclose, reveal, or make use of any confidential information or any transactions during discussions, in the forum or otherwise.

Client agrees not to use such confidential information in any manner other than in discussion with other Clients, or **Melinda**, during the respective program. Confidential information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party.

Both Parties will keep private information in strictest confidence and shall use their best efforts to safeguard the confidential information and to protect it against disclosure, misuse, espionage, loss, and theft.

Client agrees not to violate the Publicity or Privacy Rights belonging to **Exhilarated You LLC, DBA Radiance by Melinda** Furthermore, Client will NOT reveal any information to a third party obtained in connection with this Agreement or our direct or indirect dealings with Client, including but not limited to, names, email addresses, third-party company titles or positions, phone numbers, or postal addresses. Additionally, Client will not, at any time, either directly or indirectly, disclose confidential information to any third party.

By purchasing our products, you agree that if you violate or display any likelihood of violating this Agreement, **Exhilarated You LLC, DBA Radiance by Melinda** and/or the other program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

CLIENT RESPONSIBILITY

Products developed by **Exhilarated You LLC, DBA Radiance by Melinda** are for strictly educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from products developed by **Exhilarated You LLC, DBA Radiance by Melinda**

Exhilarated You LLC, DBA Radiance by Melinda makes no representations, warranties, or guarantees verbally or in writing. Client understands that because of the nature of products developed by **Exhilarated You LLC, DBA Radiance by Melinda** and their extent, the results experienced by each Client may significantly vary. Client acknowledges that, as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in products developed by **Exhilarated You LLC, DBA Radiance by Melinda**.

Exhilarated You LLC, DBA Radiance by Melinda program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. **Exhilarated You LLC, DBA Radiance by Melinda** assumes no responsibility for errors or omissions that may appear in any program materials.

AUTHORIZATION AND RELEASE

You understand that your participation in the Program (the "Participation") may be recorded in audio, video, still image or other form, and you hereby grant to the Company and its representatives, successors, assigns, employees, contractors, licensees, agents, legal representatives, and any person, corporation, or entity acting under their permission or authority or for whom they might be acting, including anyone distributing or disseminating advertising for the products and/or services of the company (collectively the foregoing are referred to as "Producers"): the right and permission to publish, reproduce, distribute, broadcast and/or otherwise use the Participation in such manner, in any medium now known or later developed, worldwide in perpetuity, for such purposes, in whole or in part, as they shall determine in their sole discretion without further compensation or consideration to you and without further authorization by you without any restriction as to changes or alterations (including, but not limited to, composite or distorted representations or derivative works of my Likeness made in any medium) in connection with the development of a coaching library or the promotion of the Company's business, products, and/or services. You disclaim any interest in the Participation and further acknowledge that they shall constitute the sole property of the Company (or its successors or assigns as the case may be).

You also affirm that any statements or endorsement made by you in your Participation are factually accurate and represent your honest opinions, findings, beliefs, and/or experiences. You hereby waive all rights of ownership, inspection, or approval with regard to any recording, taping, broadcast, reproduction, blurring, distortion, alteration, optical illusion, proposed printed, audio or video publication and/or other use of my name, whether in an intermediary version(s) or finished version(s), the Personal Information and the Participation. You also hereby release, discharge and agree to hold harmless the Producers from and against any and all liability, including, without limitation, claims for invasion of privacy or publicity, defamation or copyright infringement, resulting from their use of my Personal Information, and the Participation. You

agree that your use of the Service is voluntary, and you assume complete responsibility for your actions in connection therewith.

You hereby warrant that You are over eighteen years of age and competent to contract in Your own name. You agree that this release shall be binding on you, your legal representatives, your heirs, and your assigns.

MISCELLANEOUS LIMITATION OF LIABILITY

Client agrees they used Company's services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (sometimes referred to as "Releasees") from any and all damages that may result from any claims arising from any Agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

NON-DISPARAGEMENT

The Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner directors, officers, affiliates, subsidiaries, employees, agents or representatives.

INDEMNIFICATION

Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and

disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company. In consideration of and as part of Client's payment for the right to participate in **Exhilarated You LLC, DBA Radiance by Melinda** Programs, the undersigned, your heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge **Exhilarated You LLC, DBA Radiance by Melinda** and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (sometimes referred to as "Releasees") of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs.

NO TRANSFER OF INTELLECTUAL PROPERTY

Company's Programs are copyrighted and original materials that have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's copyrighted program and/or course materials, shall remain the sole property of the **Exhilarated You LLC, DBA Radiance by Melinda**. No license to sell or distribute Company's materials is granted or implied.

By purchasing this product, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Company is confidential and proprietary, and belongs solely and exclusively to the Company, (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with the Company. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's Agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees of the other party by virtue of participation or performance hereunder.

FORCE MAJEURE

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Company to perform its obligations under this Agreement, the Company's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

SEVERABILITY/WAIVER

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

ASSIGNMENT

Client may not assign this Agreement without express written consent of Company.

MODIFICATION

Company may modify terms of this Agreement at any time. All modifications shall be posted on the Program's website and purchasers shall be notified.

TERMINATION

Company is committed to providing all Clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other Participants in the Program or upon violation of the terms as determined by Company. Client will still be liable to pay the total contract amount.

RESOLUTION OF DISPUTES

If not resolved first by good-faith negotiation between the Parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association. All claims against Company must be lodged within 100-days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The Parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The Parties shall cooperate in exchanging and

expediting discovery as part of the arbitration process. The written decision of the arbitrators (which will provide for the payment of costs) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or a decree in equity, as circumstances may indicate. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

EQUITABLE RELIEF

In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

NOTICES

Any notices to be given hereunder by either Party to the other may be affected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing. For purposes of this Agreement, "personal delivery" includes notice transmitted by fax or email. Email: melinda@radiancebymelinda.com. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance. This Agreement constitutes and contains the entire Agreement between the Parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, Agreements and understandings between them relating to such subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America.

EARNINGS DISCLAIMER

EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT OUR PRODUCTS AND THEIR POTENTIAL. THERE IS NO GUARANTEE THAT YOU WILL EARN ANY MONEY USING THE TECHNIQUES AND IDEAS IN THESE MATERIALS. EXAMPLES IN THESE MATERIALS ARE NOT TO BE INTERPRETED AS A PROMISE OR GUARANTEE OF EARNINGS. EARNING POTENTIAL IS ENTIRELY DEPENDENT ON THE PERSON USING OUR PRODUCTS, IDEAS, AND TECHNIQUES. WE DO NOT PURPORT ANY OF OUR PRODUCTS TO BE A "GET RICH SCHEME."

ANY CLAIMS MADE OF ACTUAL EARNINGS OR EXAMPLES OF ACTUAL RESULTS CAN BE VERIFIED UPON REQUEST. YOUR LEVEL OF SUCCESS IN ATTAINING THE RESULTS CLAIMED IN OUR MATERIALS DEPENDS ON THE TIME YOU DEVOTE TO OUR PROGRAMS, IDEAS, AND TECHNIQUES MENTIONED, YOUR FINANCES, KNOWLEDGE,

AND VARIOUS SKILLS. SINCE THESE FACTORS DIFFER ACCORDING TO THE INDIVIDUAL, WE CANNOT GUARANTEE YOUR SUCCESS OR INCOME LEVEL, NOR ARE WE RESPONSIBLE FOR ANY OF YOUR ACTIONS.

MATERIALS IN OUR PRODUCTS AND ON OUR WEBSITE MAY CONTAIN INFORMATION THAT INCLUDES, OR IS BASED UPON, FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF THE SECURITIES LITIGATION REFORM ACT OF 1995. FORWARD-LOOKING STATEMENTS GIVE OUR EXPECTATIONS OR FORECASTS OF FUTURE EVENTS. YOU CAN IDENTIFY THESE STATEMENTS BY THE FACT THAT THEY DO NOT RELATE STRICTLY TO HISTORICAL OR CURRENT FACTS. THEY USE WORDS SUCH AS "ANTICIPATE," "ESTIMATE," "EXPECT," "PROJECT," "INTEND," "PLAN," "BELIEVE," AND OTHER WORDS AND TERMS OF SIMILAR MEANING IN CONNECTION WITH A DESCRIPTION OF POTENTIAL EARNINGS OR FINANCIAL PERFORMANCE.

ANY AND ALL FORWARD-LOOKING STATEMENTS HERE, OR ON ANY OF OUR SALES MATERIALS, ARE INTENDED TO EXPRESS OUR OPINION OF EARNINGS POTENTIAL. MANY FACTORS ARE IMPORTANT IN DETERMINING YOUR ACTUAL RESULTS AND NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE RESULTS SIMILAR TO OURS OR THE TESTIMONIALS OF OUR CLIENTS. IN FACT, NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE ANY RESULTS FROM THE IDEAS AND TECHNIQUES IN OUR MATERIAL.