

TERMS AND CONDITIONS OF PURCHASE

By purchasing online coaching packages and/or courses (the "Package and/or Course") from Feminine Energy Magic ("Coach"), you agree and consent to the following legal terms and conditions that govern your use of the Package and/or Course and that form a legal agreement between you and the Coach.

PURCHASING REQUIREMENTS

You must be at least 18 years of age or older to purchase any Package and/or Course. The Package and/or Course is available for individual purchase only. Friends, family, partners, colleagues, etc, will need to each purchase the Package and/or Course individually. You are expressly prohibited from sharing access to the Package and/or Course with anyone else. Additionally, you have no right to assign this Agreement as this Package and/or Course is non-transferable.

DISCLAIMER AND INDIVIDUAL RESPONSIBILITIES

The information contained in this Package and/or Course is for educational and informational purposes only, and is made available to you as self-help tools for your personal usage.

NOT MEDICAL ADVICE

The information and advice contained in this Package and/or Course website or provided through blog, e-mails, programs, services or products is not intended to be a substitute for professional medical advice by a therapist or any other healthcare professional. Feminine Energy Magic is not a medical health practitioner or medical health provider and is not holding itself out to be in any capacity. **Feminine Energy Magic is not providing counseling or therapy services or attempting to diagnose, treat or cure in any manner whatsoever any physical or mental ailment.** Rather, Feminine Energy Magic serves as a coach, mentor, and guide who helps you reach your own relationship goals through positive, healthy methods that give you the option to create lifestyle changes that help you gain or maintain relationships.

WAIVER AND RELEASE OF LIABILITY

By using the Sites and/or purchasing our Products, you, on your own behalf and on behalf of your heirs, next of kin, family members, estate, beneficiaries, executors, administrators and representatives, hereby WAIVE, RELEASE AND FOREVER DISCHARGE the Company Releases and each of them from and against any and all claims, demands, losses, liabilities, damages and causes of action of any nature or kind that you have or may in the future have arising out of or in connection with the Sites and/or any services or Products provided by, or any acts or omissions of, any of the Company Releases, whether such claims arise from negligence, breach of any duty imposed by law, mistake or error in judgment, or from any other cause (collectively, the "Released Claims"). In addition, on your own behalf and on behalf of your heirs, next of kin, family members, estate, beneficiaries, executors, administrators and representatives, you covenant and agree that (i) you will not institute or attempt to institute any legal action, demand or proceeding against any Company Release based upon any Released Claim, and (ii) you will indemnify, defend and hold harmless the Company Releases and each of them from and against any losses, claims, liabilities, expenses or damages, including attorneys' fees and costs, incurred in connection with the defense of any Released Claim or any other breach of your obligations under these terms.

DISCLAIMER OF WARRANTIES

The information, services, products, claims, and materials on our Sites and in our Products are provided "as is" and without warranties of any nature or kind, either expressed or implied. To the fullest extent permitted by applicable law, we disclaim any and all warranties, expressed or implied, including but not limited to implied warranty of fitness for a particular purpose, non-infringement, title, data accuracy, or effectiveness of the ideas or success strategies listed on this site as well as those that are provided on our Site, in our Products, or to our participants at our events. Neither we nor any Company Release warrants that any functions contained in the Sites or in our Products will be uninterrupted or error-free, that defects will be corrected, or that the Sites or Products or the server that makes them available are free of viruses or other harmful components. Neither nor any Company Release warrant or make any representations regarding the use or the results of the use of the services, Products, information

or materials in our Sites in terms of their correctness, accuracy, reliability, or otherwise. You (and not we or any of our respective licensors or suppliers) assume the entire cost of all necessary servicing, repair or correction to your computer systems. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

PAYMENT

You are responsible for paying for the Package and/or Course in full and for providing Coach with a valid credit card or other payment method. If the payment is declined, returned or deemed fraudulent, your access to the Package and/or Course will be terminated until all payments are made in full. If you enrolled through the payment plan and you miss a payment, your access to the Package and/or Course will be suspended until you provide a valid credit card or other payment method. Multiple missed payments may result in termination of your access to the Package and/or Course unless all remaining payments are made in full.

REFUNDS

Given the nature of the Package and/or Course, no refunds will be offered.

INTELLECTUAL PROPERTY

This Package and/or Course includes materials protected by copyright, trademark and other intellectual property laws. Such materials include but are not limited to written text, workbooks, videos, audio recordings, photos, designs and graphics. Any reproduction or unauthorized use shall constitute infringement. Duplicating, sharing or uploading Package and/or Course files to sharing sites is considered stealing and Coach may prosecute such misconduct to the fullest extent permitted by law. Coach provides you with this Package and/or Course solely for your personal, noncommercial use and you agree that you will not use such proprietary information or materials in any way whatsoever except for use in compliance with this Agreement. You will not use the Package and/or Course in a manner that constitutes infringement or that has not been authorized by Coach. More specifically, you may view, download, print, email and use these materials for your personal, noncommercial purposes only. You may not republish, reproduce, duplicate, copy, display, distribute or otherwise use any material from the Package and/or Course for commercial purposes. Additionally, you may not modify, republish, upload, post, transmit, rent, lease, loan, translate, sell, create derivative works, exploit or distribute in any manner or medium, including by email or other electronic means, any material from the Package and/or Course.

CONFIDENTIALITY

To access certain features of the Package and/or Course, you may need a username and/or password. You agree to keep this information confidential and not share it with anyone else. If Coach has reasonable grounds to suspect that you have shared your username and/or password with anyone else, or forwarded Package and/or Course material to any other person, Coach has the right to suspend or terminate your account and refuse any and all current or future use of the website and online Package and/or Courses, in whole or part, without refund.

PRIVACY

Coach and her third party vendors may collect information from you when you purchase the Package and/or Course, fill out any type of form, access private membership pages, or otherwise contact Coach via an online form, e-mail or through social media. The information collected may include your name, e-mail, address, phone number, and billing information. Coach collects such information in order to send e-mails, fulfill orders, deliver services and products, complete customer transactions, oversee promotions and improve website performance and customer service. By purchasing the Package and/or Course, you will be subscribed to Coach's e-mail list if you are not already a subscriber. If you wish to unsubscribe from receiving e-mails from Coach unrelated to the Package and/or Course, you may do so at any time. Each e-mail from Coach includes a link to unsubscribe from e-mail communications. Just be certain to not unsubscribe from the Package and/or Course list or you will no longer receive information and Package and/or Course materials related to the Package and/or Course purchased. Coach respects your privacy and will never sell, trade or transfer your personally identifiable information to third parties for marketing or advertising. Coach may, however, share your information with third party service providers working on Coach's behalf to serve you. Examples include companies and individuals we have engaged to maintain and update websites, private membership sites or e-mail platforms or to process financial transactions. Coach may also be required by

law to release information in certain circumstances. Please note that any comments or information that you post on the Package and/or Course website, including any private membership sites and private Facebook groups, are not private and third parties may make use of your information. Coach is not responsible for any unauthorized uses by third parties in such context. Any third party links to products or services are subject to separate privacy policies. Coach is not responsible for or liable for any content on or actions taken by such third party websites. This Package and/or Course is targeted and intended for persons over the age of 13. Coach does not knowingly collect information from anyone under 13 years of age. Coach may collect domain information and “cookies” (small files saved on your hard drive by your web browser) to analyze website and advertisement performance, track user patterns, save information from your previous visits and customize your experience.

FORBIDDEN ACTIVITIES

You are strictly forbidden from the following:

- Causing damage to the Package and/or Course website or private membership site
- Using the Package and/or Course website or private membership site for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using the Package and/or Course website or private membership site to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using the Package and/or Course website or private membership site to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from the Package and/or Course website or private membership site
- Sharing private, copyrighted and proprietary information from the Package and/or Course with anyone else or otherwise sharing your username and/or password

NO INDIVIDUAL COACHING

The Package and/or Course does not include individual coaching. It is a self-study Package and/or Course. At times, Coach may offer group calls in her sole discretion. Participating in such group calls or Package and/or Course does not create an individual coaching relationship.

PRIVATE FACEBOOK GROUP

Every term and condition of this Agreement equally applies to any activities in the private Facebook group created for members of the Package and/or Course (the “Group”). The Group is a complimentary bonus and subject to Facebook terms and conditions. Coach does not have authority or control over Facebook and cannot predict any changes or rules to Facebook. Coach is not liable for the Group being made available to you or your rights to access Facebook. Additionally, Coach may institute community rules and guidelines for the Group with which you agree to comply.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Coach and her agents and contractors harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

THE INFORMATION, PRODUCTS AND SERVICES OFFERED IN THE Package and/or Course ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COACH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COACH DOES NOT WARRANT THAT THE Package and/or Course WEBSITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PART OF THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COACH SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR OUT OF YOUR USE, INABILITY TO USE, OR PURCHASE OF THE Package and/or Course. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Package and/or Course. NOTWITHSTANDING THE FOREGOING, ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE Package and/or Course. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITED OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE COACH’S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

CONSTRUCTION OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions. The failure of Coach to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.