

# Privacy Policy, Terms & Conditions

Last modified: **2020-10-5** Effective date: **2020-10-05**

## 1. TERMS OF USE

### **The Muthaboard, LLC Privacy Policy**

This privacy policy as well as our Terms of Use found here: **www.coachedbyselby.com** (“**Terms of Use**”) govern your access of the **coaching** , whether: (a) accessed on a computer connected to the internet at **www.coachedbyselby.com** (the “**Site**”); (b) on the business social media properties of **The Muthaboard,LLC/ Amanda Shelby**; or (c) by mobile phone (individually and collectively, (a), (b) and (c) are the product (the “**Product**”), as owned and operated by **The Muthaboard, LLC**. (“**Coach**”), a(n) **California** corporation having its registered address at **949 Larrabee St.** (referred to in these Terms as “**we**”, “**us**” or the “**Coach/Company** ”). Terms capitalized but not defined in this Privacy Policy have the meanings set out in the Terms of Use.

## 2. INTRODUCTION TO PRIVACY POLICY

Coach is committed to maintaining the confidentiality, integrity and security of any Personal Information (as defined below) about our subscribers to the Site. The Coach strives to support individuals with their personal development and life goals , while respecting privacy expectations and protecting Personal Information. To demonstrate our commitment to protecting your privacy, we have developed this privacy policy (“ **Privacy**

**Policy**”), which describes how we will collect, use, disclose and protect your Personal Information through the Site.

By accessing and/or using the Product, you agree to all the terms and conditions of this Privacy Policy and the Terms of Use found here: [www.coachedbyselby.com](http://www.coachedbyselby.com) and which are incorporated here by reference. If you do not agree to all the terms and conditions of this Privacy Policy and the Terms of Use, do not use the Product.

### **3. AMENDMENTS TO THIS PRIVACY POLICY**

The Coach may amend or change this Privacy Policy at its sole discretion at any time, and in accordance with the amendment provisions set out in the Terms of Use. The use of the information we collect at any given point is subject to the Privacy Policy in effect at the time of collection. If we make any material changes we will notify you prior to the change becoming effective. We will post the most current Privacy Policy on the Product, and your use of the Product is subject to the most current Privacy Policy as posted on the Product at any time. We encourage you to periodically check our Privacy Policy for the latest information on our current policy.

### **4. CONTACT INFORMATION**

If you have questions or concerns regarding our policy or practices, please contact our

privacy officer by email at [riseofthemuthaboard@gmail.com](mailto:riseofthemuthaboard@gmail.com)

If you do not receive acknowledgement of your inquiry or your inquiry has not been satisfactorily addressed, you can contact the **FEDERAL TRADE COMMISSION** at:

## **FEDERAL TRADE COMMISSION**

**600 Pennsylvania Avenue, NW Washington, DC 20580**

### **5. GENERAL**

We may provide areas on our websites where you can post information about yourself and others and communicate with others or upload content. Such postings are governed by the Coaches' Terms of Use. In addition, such postings may appear on other Product or when searches are executed on the subject of your posting. We cannot control who reads your posting or what other users may do with the information you voluntarily post. Therefore, we encourage you to exercise discretion and caution with respect to your personal information.

### **6. COLLECTION OF PERSONAL INFORMATION**

#### **1. Collection of information at registration**

Registration is required if you want to use the Product. Clients may register at **[www.coachedbyselby.com](http://www.coachedbyselby.com)**. Other users may either sign in through **[supported\_social\_login\_platforms]** and other social media sites or register using an online form located at **[www.coached.com](http://www.coached.com)**. As part of this registration, we will require that you submit certain information that is relevant to the purposes of the Product. We collect the following

information (“Personal Information”) from our subscriber’s registration information: **first and last name, date of birth, phone number, email address, and password.**

## **2. Mobile Device Location Information**

Upon registration or the use of our location-enabled services on the Product (for example, when you access services from a mobile device), we may need to collect and process information about your actual Global Positioning System location (including the latitude, longitude or altitude of your mobile device) and the time the location information was recorded. Some of these services require your personal data for the feature to work and we may associate location data with your device identification and other information we hold about you. If you wish to use the particular feature, you will be asked for your consent. If you do not want your location information collected when you use the Product, please contact your device manufacturer or platform provider to determine how to disable the collection of this information.

## **3. Collection of information when you use the Product**

When you use the Product, we automatically collect and store certain information about your computer or device and your activities including:

the IP address of your computer; the unique mobile device identifier;

technical information about your computer or mobile device such as the type of device, mobile device identification

number, web browser, other browser information (e.g., size, connection speed and connection type), and operating system or platform;

your preferences and settings (time zone, language, etc.); and your internet provider or mobile carrier name.

#### **4. Collection of information submitted by you**

You may send electronic information or physical documentation to us in the following forms: messages or transaction information relating to your interactions with our coaches; receipts, personal data in text, video and picture form; and other subscriber-generated content provided to us in the normal course of your use of the Product, including but not limited to posts, profiles, comments, suggestions, forwarded messages, feedback information, usage information, transaction information and Traffic Data (as defined below).

#### **5. Collection through interaction with the Product**

We may collect your Personal Information when you communicate it to us by use of one of our web forms or other interactions with the Product, by email, or by any other means of communication.

The Product offers publicly-accessible blogs and allows you to create personal profiles which can be seen by others (collectively, "**Public Content**"). This Public Content and any of the information you post to the Site, such as reviews, are intended for public consumption. You should be aware that

any information you provide in this area may be read, collected, and used by others who access them. We take no responsibility for any information which you or your employees, agents, contractors and representatives post or publish on the Product and you agree to indemnify and hold us harmless for any loss, cost, complaint, damage, claim or liability whatsoever arising from any such post or publication. We may post your testimonials along with your name on the Product from time to time if such information is provided to us.

If you are logged into social media sites such as **[supported\_social\_login\_platforms]**, and you access but are not logged into the Product, we may receive information from such social media site to make it easier for you to create an account on the Product and show you relevant content from your friends on such social media. This information personalizes your experiences and helps you create an account. You can also connect your account on third party social media like **[supported\_social\_login\_platforms]**, in which case we may collect and store information identifying your account with the third party service.

We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5 and any applicable newer versions) and application data caches.

## **6. Traffic Data**

**"Traffic Data"** is collected by the Product and our third-party traffic analysis provider through the use of software that is included on the Product as well as cookies that are stored temporarily on your computer. Together, these technologies help us manage our content by identifying which content is effective.

### **Use of Cookies and Usage Data**

Cookies are small data files that are stored on a subscriber's computer for record-keeping purposes. Cookies track where you travel on the Product and what you look at. A session ID cookie expires when you close your browser. When you log into the Product, your browser may ask if you want it to remember you as a registered subscriber of the Product. If you accept, the session ID becomes a persistent cookie, which remains on your hard drive for an extended period of time. Although cookies are used by most major websites and are accepted by default by most web browsers, it may be possible to disable cookies via your browser settings.

We use session cookies and usage data to make it possible to navigate the secure environment inside the Product and to keep, and periodically track, information about you for the purpose of creating a personalized web experience and improving the Product or measuring and conveying to others the performance levels of the Product. We may link the information we store in cookies to any personally identifiable information you submit while on the Product. This is for

the purpose of creating a personalized experience within the Product, to assist the Coach in understanding its users and subscribers and designing improvements to the Product, and for the purpose of collecting usage and performance metrics.

### **Online and Mobile Advertising**

We may allow third parties to use cookies on the Product to collect the same type of information for the same purposes as we do. Advertisers and advertising networks place advertisements on our websites and mobile applications. These companies as well as data analytics companies who service them may collect information, such as your computer's IP address, browser information, mobile device ID, and search queries as you use the Product. These companies also may use cookies and other technologies to collect data about you when you visit our Site. Cookies from advertising companies enable them to track your activity across various websites where they display advertisements and record and associate your activities, so they can show advertisements that they consider relevant to you. We do not have access to or control over the cookies that these third-parties use.

### **Use of analytics tools**

The Product may from time to time implement other third-party analytics services that also use cookies. We will ensure that no personally identifiable information is included in those cookies. If the use of cookies by any

service provider differs materially from the practices already listed, we will revise this document accordingly and notify existing customers/users of the change(s). Other cookies created by the Product are used to secure your login session and to help ensure the security of your account. Such cookies are unrelated to the aforementioned traffic analysis and are never shared with third parties.

### **Location Data**

When you access the Product using a web browser or other application, we may gather and store certain types of information including: traffic data from your browser, your IP address, location, GPS signals sent by a mobile device, cookie information, and the pages you visit on the Product. Traffic data is helpful in identifying and fixing problems with the Product.

## **7. USE AND DISCLOSURE OF PERSONAL INFORMATION 1.**

### **General use**

The Company will not use or disclose Personal Information for purposes other than the identified purposes of the Product. We may use your Personal Information (defined above) to:

enforce our Terms of Use;

provide customer service and support, administrative messages, resolve disputes, and troubleshoot problems including helping third-party service providers fulfil their functions;

aggregate, anonymize data, and sell aggregated and anonymized data for analytical, marketing and other purposes;

fulfill your requests for certain features of the Product;

customize, measure, and improve the Product;

offer or provide you with products and services including providing you information relating to receipts, technical notices, updates, and security alerts;

inform you of targeted marketing, service updates, and promotional offers unless you opt out;

assist us to measure our performance and to share performance information with others;

comply with legal or regulatory requirements (as described below); and

fulfill other purposes, subject to your explicit consent.

### **send you marketing emails or advertising**

## **2. Third-party disclosure**

We may share personal information or feedback with affiliates, third-party vendors, consultants and other service providers who work for us. We may share your first name and comments or feedback with third-parties. We will not tie any other information, other than your first name, that can identify you to your comments or feedback. However, third-parties may be able to tell who you

are from your comments, particularly if you provide your full name or your contact information in the comments.

### **3. Surveys**

From time to time, the Coach may offer you the opportunity to participate in contests, giveaways and other promotions. Any information submitted in connection with such activities will be treated in accordance with this Privacy Policy, except as specifically set forth in the rules for those contests, giveaways or promotions. From time to time, the Coach may also ask you to participate in surveys designed to help us improve the Product.

Any Personal Information provided to the Coaches in connection with any survey will be used only in relation to that survey and as elsewhere set forth in this Policy.

#### **Acquisition of the Company**

In the event that **The Muthaboard, LLC**, or all or a portion of the business, or one or more of its divisions, is acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation, liquidation or another similar transaction, your Personal Information shall be one of the transferred assets.

#### **Retaining Information**

We may retain your personal information while you have an account with us and thereafter for as long as we need it for purposes not prohibited by applicable laws and subject to the provisions in our Terms. This data may be retained for

approximately **thirty (30)** days after your relationship with us has been terminated.

## **7.6 Legally compelled disclosures**

Notwithstanding the foregoing, the Coach reserves the right (and you authorize the Coach) to share or disclose your Personal Information when the Company determines, at its sole discretion, that the disclosure of such information is necessary or appropriate:

- to enforce our rights against you or in connection with a breach by you of this Privacy Policy or the Terms of Use;
- to investigate or respond to suspected illegal or fraudulent activity or to protect the safety, rights, or property of us, our users, or others;
- to prevent prohibited or illegal activities; or
- when required by any applicable law, rule, regulation, subpoena, or other legal process.

## **8. DISCLOSURE OF PAYMENT CARD INFORMATION**

To use certain services on the Product, we may require credit or debit card account information. By submitting your credit or debit card account information through the Product, you expressly consent to sharing of your information with third-party payment processors, other third-party service providers, and applicable businesses.

## **DATA RETENTION AND ACCOUNT TERMINATION**

Users may terminate their account by pressing the

unsubscribe button or by emailing **riseofthemuthaboard@gmail.com**. After **thirty (30)** days of receiving a termination request, or immediately after we terminate our relationship with you, the user profile, including all offered promotions, will be removed from the Product, but we may retain information about you for the purposes authorized under this Privacy Policy and our Terms of Use prohibited by law. For example, we may retain information to prevent, investigate, or identify possible wrong doing in connection with the Product or to comply with legal obligations.

## **CONSENT AND PRIVACY SETTINGS**

By using the Product, you consent to the collection, use and disclosure of your Personal Information by us in the manner described in this Privacy Policy. You may always opt not to disclose certain Personal Information, but which may restrict access certain features of the Product. For example, your name and email address are necessary to complete the registration process. At any time after registration, you may opt out of most email communication from us by clicking on the opt-out link at the bottom of our emails, or by contacting us at the contact details listed above. However, we may still contact you for administrative purposes. Withdrawing consent will not apply to actions the Company has already taken based on your prior consent.

By providing your mobile phone number, businesses expressly consent to receive direct dial calls, from Coach for any urgent and administrative issues. When you sign up for an account, you are opting in to receive emails and notifications from the Product and

other Product users such as businesses signed up with the Product.

## **9. ACCURACY OF INFORMATION AND INDIVIDUAL ACCESS**

The Coach relies on you to ensure that the Personal Information you enter into our system is as accurate, complete and up-to-date as necessary for the purposes for which it is to be used. You may make changes or corrections to your Personal Information at any time. You may review or update your personal information by clicking your settings tab in your business dashboard or in the menu located within your personal profile or by emailing **greg@enoughfitness.com**.

When updating your personal information, we may ask you to verify your identity before we can act on your request. Unless required by law, we may reject requests that are unreasonably repetitive, require disproportionate technical effort, risk the privacy of others, or would be extremely impractical. Where we can provide information access and correction, and when required by law, we will do so for free.

We also make every effort to ensure the accuracy of the information in our reports, displays, articles and support queries. However, you must verify all information created from your use of the Product. We recommend that you consult a professional before completing any government or regulatory filing or otherwise relying upon the information, as the use of this information is at your own risk. You are responsible for ensuring that that the information you have entered into our system is accurate, reliable and complete.

## **10. THIRD PARTY SERVICE PROVIDERS**

We may share your Personal Information with service providers who help us to run our operations or to otherwise fulfill your request or as required by law. Our service providers are restricted from using your Personal Information in any way other than for the service they are providing. We ensure that such third parties maintain reasonable and appropriate safeguards. You own your data in accordance with the rules for subscriber generated content set out in the Terms of Use [www.coachedbyshelby.com](http://www.coachedbyshelby.com) and can download your own data via the Product at any time.

## **11. BUSINESS TRANSFERS**

We may share information from or about you with subsidiaries, joint ventures, or other companies under common control, in which case we will require them to honour this Privacy Policy.

## **12. LINKS TO OTHER WEBSITES**

Links to sites controlled or operated outside of our domain (each individually a “Third- party Site” and collectively the “Third Party Sites”) are provided as a convenience to you only and do not imply an endorsement by us of a Third Party Site or the company it purports to represent. We do not assume any responsibility for information and materials found on, or the privacy practices of, a Third Party Site. This Privacy Policy does not apply to a Third Party Site.

## **13. SECURITY MEASURES**

We take your privacy very seriously. To keep your Personal Information secure, you are required to safeguard your subscriber name and password information in accordance with the Terms of Use.

In addition, we restrict unauthorized access through protective policies, procedures, and technical measures, including:

- providing reasonable physical and electronic safeguards with regard to the storage of Personal Information;
- limiting access to your Personal Information to those employees or contractors who we reasonably believe need to come into contact with that information to provide products or services to you or in order to do their jobs; and
- governing employees and other contractors by strict standards and policies to ensure that Personal Information is secure and treated with the utmost care and respect.

Please note that no data transmission over the internet or otherwise can be guaranteed to be completely secure. As a result, while we strive to protect your Personal Information, we cannot warrant the security of any information you transmit to us, and you do so at your own risk.

If you have a security related concern, please contact us at the contact details provided above. We will work closely with you to ensure a quick and personal response to your concerns.

#### **14. DISCLAIMER**

**IF YOU CHOOSE TO ACCESS THE PRODUCT, YOU DO SO AT YOUR OWN RISK, AND ARE RESPONSIBLE FOR YOUR**

OWN HEALTH AND WITH COMPLYING WITH ALL LOCAL LAWS, RULES AND REGULATIONS. WE MAY LIMIT THE AVAILABILITY OF THE PRODUCT, IN WHOLE OR IN PART, TO ANY PERSON, GEOGRAPHIC AREA AND/OR JURISDICTION WE CHOOSE, AT ANY TIME AND IN OUR SOLE DISCRETION. OUR PRIVACY POLICY DOES NOT COVER THE

INFORMATION PRACTICES OF OTHER COMPANIES AND ORGANIZATIONS WHO ADVERTISE OUR SERVICES, AND WHO MAY USE COOKIES, PIXEL TAGS, AND OTHER TECHNOLOGIES TO SERVE AND OFFER RELEVANT ADVERTISEMENTS.

## **15. NOTIFICATIONS**

In the unlikely event that we believe that the security of your Personal Information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we may notify you by the email address registered to your account.

We will never send email messages to customers requesting confidential information such as passwords, credit card numbers, or social security or social insurance numbers. Please do not act on any such emails as you may compromise your Personal Information by replying or by following links to a fraudulent website.

## **16. MISCELLANEOUS**

If any portion of this Privacy Policy is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction,

this Privacy Policy as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Privacy Policy that is unlawful, void or unenforceable shall be stricken from this Privacy Policy. The insertions of headings are for convenient reference only and are not to affect the interpretation of this Privacy Policy.

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# Terms Of Use

Last modified: **2020-10-09** Effective date: **2019-10-09**

## **The Muthaboard, LLC Terms of Use**

### **BACKGROUND**

These terms of use (the “**Terms**” or “**Terms of Use**”) govern your access of the software, whether accessed: (a) on a computer connected to the internet at **www.coachedbyselby.com** (the “**Website**”); (b) on **The Muthaboard , LLC** social media properties; or (c) by mobile device (individually and collectively, (a), (b), and (c) are the “**Product**”), as owned and operated by **The Muthaboard, LLC** (“**Coach**”), a **CA** corporation having its registered address at **949 Larrabee St.** (referred to in these Terms as “**we**”, “**us**” or the “**Coach/Company**”). These Terms govern the use of all persons using the Product, including without limitation, the account manager or organization who registers an account on the Product (the “**Account Manager**”), all additional managers, teachers and parents (collectively, along with the Account Manager, “**You**” or the “**User**”), who have registered for the use of the Product, and are binding on any use of the Product,

and apply to You from the time that You access the Product. For clarification, “You” includes terms such as “your” and “yourself”.

## **APPROVAL OF THE TERMS**

It is important that You read these Terms carefully. If You do not agree to these Terms, please do not use the Product or browse the Website. By accessing or using the Product, You represent, warrant and signify that: (a) You are at least 18 years of age; (b) You have read, understood and agree to be bound by these Terms as they may be amended from time to time; and (c) You have read and understand our Privacy Policy, which can be accessed at [www.coachedbyshelby.com](http://www.coachedbyshelby.com) (the "**Privacy Policy**"), the terms of which are incorporated herein by reference, and agree to abide by the Privacy Policy.

You may not use the Product nor accept these Terms if you are not of a legal age to form a binding contract with us. If You accept these Terms, You represent that You have the capacity to be bound by them, or if You are acting on behalf of a company or entity, that You have the authority to bind such company or entity (and in which case “**You**” will refer to the company or entity).

## **AMENDMENT**

We may add to, discontinue or revise these Terms or any aspect, mode, design, or service provided under the Product, which include but are not limited to the:

- a. scope of the features;
- b. timing of the features;

- c. software/hardware required for access to the Product; and
- d. geographic locations or jurisdictions in which certain features may be available.

We may amend the Terms without notice for non-material amendments. In the event of a material change, we will provide the Account Manager with thirty (30) days' notice of a material change in the Terms and conditions (including changes in pricing) via e-mail to the e-mail address supplied to us by the Account Manager, setting out:

- the new or amended agreement terms;
- how such terms read formerly;
- the date of the coming into force of the amendment;
- the means in which You can respond and the effects of not responding;
- the option to either terminate the agreement or retain the existing agreement unchanged; and
- the language of this provision with reference to the applicable consumer protection legislation rules for amending these terms and making any additional requirements for amendments as prescribed by law (if any).

It is the Account Manager's responsibility to send such notices of material changes to all Users associated with the Account Manager's account. We highly recommend that Users read any amendments carefully. Unless explicit consent is required by the law, we have the right to assume that You have accepted the

change to the terms and conditions, unless You notify us to the contrary, no later than thirty (30) days after the amendment comes into force, that You desire to cancel the contract or deregister or unsubscribe from access to the Product.

We will post the most current Terms on the Website and your use of the Product will be subject to the most current Terms as posted on the Website at such time. It is your responsibility to visit this page to find any updates that may have been made to the Terms. You hereby agree that **The Muthaboard, LLC** shall not be liable to You, your employee, or any other third party for any amendments to the Terms of Use.

## **PAYMENT TERMS**

Payment from Account Managers will be due upon delivery of an electronic invoice from **The Muthaboard, LLC** to the Account Manager **monthly**, as applicable. Any amounts payable by the Account Manager hereunder which remain unpaid **thirty (30) days** after an invoice is delivered shall bear interest at the rate of **two percent (2%)** per month (up to a maximum of **twenty four percent (24%)** per annum), or the maximum amount allowable by law, such interest to be calculated on a daily basis from the date the payment becomes overdue until the date payment is made in full.

Account Managers may be required to provide account information for at least one valid debit or credit card through the Product ("**Debit or Credit Card Information**"). We will use this Debit or Credit Card Information in accordance with this Agreement and our Privacy Policy.

We are not liable for any payments that are not completed because: (1) your debit or credit card account does not contain sufficient funds to complete the transactions or the transactions would exceed the credit limit or overdraft protection of the debit or credit card account; (2) You have not provided us with correct payment account information; (3) your debit or credit card has expired; or (4) of circumstances beyond our control (such as but not limited to, power outages, interruptions of cellular service, overzealous fraud protection rules applied by your payment card brand or acquirer bank, or any other interface from an outside force).

All payment is exclusive of any taxes or duties imposed by jurisdiction tax law. Coach will not be responsible for any taxes or duties owed by You.

## **TERMINATION**

These Terms are effective on the date that You access the Product and will continue to apply until our relationship with You is terminated. Users may terminate their relationship with us by notifying Coach via email at **Riseofthemuthaboard@gmail.com**. The services provided by the Product and the applicable fees shall continue until the end of the Account Manager's current subscription term after the Account Manager has notified us of your desire to unsubscribe from the Product, to close your account, and to cease your use of the Product. Account Managers that use the Product during a trial period and do not register for the Product after the free trial period will have their account terminated at the end of the free trial period.

We may terminate our relationship with You immediately at any time and for any reason including, but not limited to, a breach of these Terms under the following circumstances:

if You have not adhered to any or all the provisions of the Terms (such as a failure to pay fees when due) or if it appears that You do not intend to or are unable to comply with the Terms, such determination to be made solely at our discretion;

if we have changed our Terms or Privacy Policy and have not received your required consent, subject to the amendment provision in this Agreement;

if we are required to terminate the relationship by law;

if we receive any notice of your misuse of the Product; or

if provision of the Product is no longer commercially viable for us.

Upon termination of our relationship, we will immediately revoke your license to use the Product and block all access to your account, and may delete all data and information associated with your account **thirty (30)** days after such termination. Upon termination of this relationship, You will remain liable for any accrued charges and amounts which become due for payment prior to or following termination. If you do not log into your account for **twelve (12)** or more months, we may treat your account as “inactive” and permanently cancel your account upon delivery of written notice and delete your information **thirty (30)** days after such notice has been delivered.

## **USE OF THE PRODUCT**

In order to use the Product, an Account Manager must register using our registration page located at **[www.coachedbyshelby.com](http://www.coachedbyshelby.com)**. You understand and agree that an employer of your organization may register You for a manager account. Upon registration, the Account Manager may setup additional accounts on the registered account for others.

**Registration Information:** You agree and understand that You are responsible for maintaining the confidentiality of your password, which, together with your name and e-mail address (“**User ID**”), allows You to access the Product. The User ID and password, together with any other contact information You provide us at the time of signing up for the Product form your “**Registration Information.**” You agree that all Registration Information provided to us will be accurate and up-to-date. You agree to keep your password secure. We will not be liable if we are unable to retrieve or reset a lost password. If You become aware of any unauthorized use of your password or account, You agree to notify us via e-mail at **[Riseofthemuthaboard@gmail.com](mailto:Riseofthemuthaboard@gmail.com)** as soon as possible.

**Accounts:** You may create or use additional accounts for the purpose of logging into the secured account as a manager, teacher and/or parent, as applicable to your role in the managed account. You may not open an account if you are a competitor of Coach.

**Permitted Uses:** You agree to use the Product only for purposes that are permitted, both by the Terms and by any applicable law, regulation, or generally accepted practices or guidelines, in relevant local, national, and international jurisdictions. You agree

to adhere to any applicable privacy of personal information laws and regulations, including as outlined in the Personal Information Protection and Electronic Documents Act, SC 2000, c 5.

**Unauthorized Access:** You agree to only access (or try to access) and use the Product through interfaces provided by us. You shall not access (or try to access) and use the Product through any automated means, including, but not limited to, scrapers, scripts, robots, or web crawlers. You agree not to use or attempt to use another User's account. You agree not to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your personal information, or your affiliations with any person or entity.

**Prohibited Uses:** You may use our Website, services, and products only for lawful purposes. You may not use our Website, services, or products in any manner that:

- breaches any applicable local, national or international law or regulation;

- may in any way be considered harassment to another person or entity;

- may in any way, is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

- may in any way damage, disable, overburden, and/or impair the the Product

- server, or any network connected to the Product server, and/or interfere with

- any other party's use or enjoyment of the Product;

is in any way abusive, defamatory, misleading, fraudulent, pornographic or

otherwise explicit in nature or written in bad faith;  
harms or attempts to harm minors in any way;  
will reproduce, duplicate, copy, sell, resell or exploit any portion of the Product; or  
will abuse either verbally, physically, written or other abuse (including threats of abuse or retribution) of any Product customers, employees, members, or officers;

and any of the foregoing will result in immediate account termination.

You represent and warrant that You will not use the Product to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment. Nor will You post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information. You further represent and warrant that You will not disrupt the functioning of the Website, in any manner.

**Moderation:** You understand and agree that although Coach is not required to moderate your use of the Product, it may in its sole judgment review and delete any content in whole or in part, for any reason whatsoever, which without limitation, violate these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others.

**User Responsibility:** You agree that You are solely responsible for any breach of your obligations under the Terms and for the consequences of any such breach. We have no responsibility to you or to any third party for such breaches or the consequences of such breaches (including losses or damage that we may incur).

You understand that when using the Product, You may come across material that You find objectionable, offensive or indecent and agree that You are using the Product at your own risk.

**Technical Requirements:** Use of the Product requires internet access through your computer. You may be required to have [INSERT TECHNICAL REQUIREMENTS] enabled to use the Product, and some features of the Product may not be accessible with such technologies disabled.

### **Linking:**

If you would like to link to the Product, we request that you:

Inform us that you are creating a link by sending a message to **RiseoftheMuthaboard@gmail.com**. Please indicate the URL of the page where the link will be placed.

Link to the Product home page instead of specific pages within the Product.

While Coach encourages links to the Product, it does not wish to be linked to or from any third-party website which contains, posts or transmits any unlawful information of any kind, including, without limitation, any content i) that constitutes or encourages conduct that would constitute a criminal offence, give rise to civil

liability or otherwise violate any local, state, provincial, national or international law or regulation; ii) that may be damaging or detrimental to the activities, operations, credibility or integrity of the Coach; or iii) that contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights.

The Coach reserves the right to prohibit or refuse to accept any link to the Product, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Product upon the request of the Coach.

The framing, mirroring of the Product or any of its content in any form and by any method is strictly prohibited and deep linking is discouraged. You may not cause any advertisement including any pop-up or banner advertisement to appear at, or on, or after exiting, the Product.

## **PRIVACY**

Your privacy is very important to us. Please review our Privacy Policy. Our Privacy Policy applies to the collection, use, disclosure, retention, protection and accuracy of your personal information and business financial information collected for the purposes of the features offered through the Product.

## **THIRD PARTY LINKS**

The Product may link to third-party websites or resources. Such links are provided as a convenience to You only and do not imply an endorsement, warranty or guarantee by us of any such linked Website or the company it purports to represent. We do not assume any responsibility or liability for their availability, accuracy, the related content, products or services. You are solely responsible for use of any such websites or resources and compliance with their policies. Should You elect to enter into a binding contract with any such website, You agree to hold us harmless and hereby release us from any liability whatsoever, whether arising out of contract, tort or otherwise, for any liability, claim, injury, loss or damage suffered as a result of your actions or the actions of any user associated with your account, offering to accept or having accepted any products or services that are available from those sites.

## **INTELLECTUAL PROPERTY AND RIGHTS**

**Rights to content provided by us:** You acknowledge and understand that we own all right, title and interest in: (a) the Product and any associated data files; and (b) all computer software; advertisements; sponsored content; and intellectual property associated with the Product (all such information, individually and collectively, being the “**Product Content**”), which You may have access to when using the Product.

Except as set forth in the Agreement, all rights not expressly granted to You are reserved. You agree not to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any of the intellectual property or ideas, algorithms, file formats, programming, or interoperability interfaces underlying

the Product. You may not modify, rent, lease, loan, sell, distribute or create any derivative products or services (or parts of services products or services) based on the Product Content that You do not own or to which You have rights, or to create derivative works based on the Product. You may not infringe upon our intellectual property or adapt, reproduce, publish or distribute copies of any information or material found on the Product in any form (including by e-mail or other electronic means), without our prior written consent.

You are not required to provide Coach with any comments, suggestions, recommendations, requests or any other feedback (“**Feedback**”). In the event that you do provide Coach with Feedback, Coach may use such feedback to improve the Product or for any other purpose. Furthermore, Coach shall own such Feedback and Coach and its affiliates, licensees, clients, partners, third-party providers and other authorized entitled may use, license, distribute, reproduce and commercialize the Feedback, and You hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to Coach.

**Limited license:** We grant You a non-exclusive, non-transferable, revocable, limited license to use the Product in accordance with these Terms. This limited license is subject to full payment of the monthly fees per client, when due. This license may be revoked upon breach of these Terms by You and shall automatically be revoked upon termination or expiration of this Agreement.

The Company may, now or in the future, own rights to trade-marks, trade names, services marks, logos, domain names

and other distinctive brand features which we use in connection with the operation of the Product (each such feature being a “**Brand Right**” and collectively being the “**Brand Rights**”). We do not grant you any right or license to use any Brand Right other than as expressly set out in these Terms and in other licenses between You and us.

**Rights to content provided by you:** Coach does not retain any right, title and interest to the information provided, inputted or uploaded to the Product (“**User Data**”). You understand and agree that the ownership of User Data shall be decided amongst yourself and your employer, if applicable, and that your User Data may be available to your employer even after the termination of your account with the Product. You agree that You will defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents and representatives, from and against any and all claims, damages, judgments, liability, costs and expenses (including without limitation any reasonable legal fees), in whole or in part arising out of or attributable to the ownership of User Data.

You also understand that in order for us to operate the Product, User Data may be transmitted by You or us over various public networks and in various media in compliance with our security protocols and we may make changes to User Data to meet the technological requirements of such networks and media. You are responsible for ensuring that User Data is protected and your rights in User Data are enforced; we have no responsibility to protect or enforce your rights on your behalf with respect to User Data.

At any time and up to **thirty (30)** days after your termination with Coach, You may request a copy of all of your User Data from the Product (“**Data Dump**”). You understand and agree that after the expiration of **thirty (30)** days after your termination with Coach, your User Data will be permanently deleted and You will no longer have access to such Data Dump.

## **DISCLAIMERS**

**The Product provided as-is:** The Product is provided “as-is” without warranties of any kind, either expressed or implied. You acknowledge, agree and understand that You use the Product at your own risk. We will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Product.

**Downtime:** The Product may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, inaccuracy, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communications between You and the Product.

**No endorsement as to accuracy:** We accept no responsibility for the accuracy of any User Data provided by or created using the Product except as otherwise set out in these Terms. The provision or storage of User Data through the Product does not constitute our endorsement or warranty as to the compliance of such User Data with applicable privacy legislation, nor to the accuracy, timeliness, materiality, completeness, or reliability of

such User Data. You are responsible for ensuring that that the information you have entered into our system is accurate, reliable and complete.

**Ratings and reviews:** We accept no responsibility or liability for any ratings or reviews of an employee posted to the Product, or any consequences as a result of the ratings or reviews of an employee, including but not limited to termination of an employee. Ratings and reviews posted to the Product DO NOT reflect our views.

**Monitoring:** We do not accept any liability for monitoring the Website or for unauthorized or unlawful content on the Website or use of the Website by users.

**No warranty as to non-infringement:** Except in the manner provided for in these Terms, we disclaim, and expressly do not provide any direct or indirect, express or implied representation or warranty as to title and non-infringement of intellectual property in relation to the Product.

**Damage to hardware:** Any material downloaded or otherwise obtained through the use of our services and products is done at your own discretion and risk, and You will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

**Content provided to companies:** If You are an individual providing User Data that is to be directed to your organization's account, You agree and acknowledge that we accept no responsibility and are not liable for any damages that may arise

by the organization's use of that User Data. You further agree and acknowledge that we are not liable for any damages that may arise if the User Data is misdirected to the wrong organization due to any reason, including error on your part or a flaw in the Product.

## **REFUND POLICY**

We are unable to provide refunds for a subscription to a plan.

## **DATA RETENTION**

The Product may store your data as long as your account is current and active and for **thirty (30)** days after our relationship with You has been terminated.

On a regular basis we create a backup of all data in our system, which is retained for **thirty (30)** days, after which it will be removed permanently from all our systems. This backup is for use by Coach only in the case of disaster recovery or to maintain business operations in the case of an emergency. Coach will not restore data unless it determines, in its sole discretion that a data recovery is necessary.

## **LIMITATION OF LIABILITY**

You hereby agree to release, remise and forever discharge us and our directors, employees, officers, and our affiliates, partners, service providers, vendors, and contractors and each of their respective agents, directors, officers, employees, and all other related persons or entities from any and all manner of rights, losses, costs, claims, complaints, demands, debts, damages,

causes of action, proceedings, liabilities, obligations, legal fees, costs and disbursements of any nature whatsoever, and for any special, indirect or consequential, incidental or exemplary damages (collectively, a “**Claim**”), whether in contract or tort, whether known or unknown, which now or hereafter arise from, to the maximum extent allowed by law, that relate to, or are connected with:

- any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use data, or other intangible losses;
- your provision of any personal information provided to us subject to our legal requirements relating to the protection of personal information; communications received to you through your access to the Product;
- the posting of information on the Product, Website, blog, account or any affiliated social media, including but not limited to, User data, Cards, written reviews, pictures, or personal information;
- the use of the Product and any related applications including third party services;
- the use of any software related to the Product;
- viruses, spyware, service provider failures or internet access interruptions; loss of use, loss of data, inaccuracy of data, payment failure, payment defect, inaccurate calculations, downtime, identity theft, fraud or unauthorized access; or any content relating to the use of the Product, even if you have been advised of the possibility of such Claim, or such Claim was reasonably foreseeable and notwithstanding the sufficiency or insufficiency of any remedy provided for herein or in any license.

In the event that we become liable for any damages whatsoever, you agree that such damages shall be limited in the aggregate to the amount of fees or charges which You have paid for the Product in the previous invoice.

## **INDEMNIFICATION**

To the extent permitted by applicable laws, You agree that You will defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents and representatives, from and against any and all damages, judgments, liability, costs and expenses (including without limitation any reasonable legal fees), in whole or in part arising out of or attributable to: (a) generally, your breach of these Terms; your access to and/or use of the Product; and any loss of, or damage to, any property, or injury to, or death of, any person (including you) caused by your access to and/or use of the Product; and (b) specifically, your breach of the intellectual property rights of any third party to these Terms.

You agree that You will be solely responsible for all activities that occur under your account, whether You are aware of them or not. You agree to hold us harmless and release us from any loss or liability whatsoever that You may incur as a result of someone other than You using your password or account, either with or without your knowledge. You agree to indemnify us for any damages, third party claims or liabilities whatsoever that we may incur as a result of activities that occur on or through your account, whether or not You were directly or personally responsible.

## **GOVERNING LAW AND FORUM OF DISPUTES**

By visiting the Website or using the Product, You agree that the laws of the province of **California**, without regard to the principles of conflict of laws, will govern these Terms and any dispute of any sort that may arise between You and us. With respect to any disputes or claims, You agree not to commence or prosecute any action in connection therewith other than in the province of Los Angeles, and You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the provincial courts of **California**. You agree to pay reasonable attorneys' fees and court costs incurred by us to collect any unpaid amounts owed by You.

**Expenses:** Each party shall be responsible for its own legal fees and other expenses incurred in connection with the performance of any of its obligations hereunder.

## **FORCE MAJEURE**

You agree that we are not liable for a delay or failure in performance of the Product or the provisions of these Terms caused by reason of any occurrence of unforeseen events beyond our reasonable control, including but not limited to, acts of God, natural disasters, power failures, server failures, third party service provider failures or service interruptions, embargo, labour disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental actions.

## **SEVERABILITY**

If any portion of these Terms is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, these Terms as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of these Terms that is unlawful, void or unenforceable shall be stricken from these Terms.

## **HEADINGS**

The insertions of headings are for convenient reference only and are not to affect the interpretation of these Terms.

## **ASSIGNMENT OF AGREEMENT**

You may not, without our prior written consent, assign the Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so will be a material default of the Agreement and will be void. We may assign this Agreement to a third party at any time in our sole discretion. The Agreement will be binding upon and will inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns.

## **WAIVER**

You agree that if we do not exercise or enforce any legal right or remedy which is contained in these Terms or which we have the benefit of under any applicable law,

this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us. Waivers must

be in written form and signed by an authorized representative of the Company.

## **SURVIVAL OF AGREEMENT**

All covenants, agreements, representations and warranties made in these Terms shall survive your acceptance of these Terms and the termination of our relationship.

## **ENTIRE AGREEMENT**

The Agreement will constitute the entire agreement between us and You with respect to the subject matter hereof and all prior oral or written agreements, representations or statements with respect to such subject matter are superseded hereby. In the event of a conflict between these Terms and the Privacy Policy, the terms and conditions found herein shall prevail.

## **CONTACT**

By providing us with your e-mail address, You agree to receive all required notices electronically, to that e-mail address or by mobile notifications via the Product. It is your responsibility to update or change that address, as appropriate.

If You have any questions or comments regarding these Terms please contact our head office by email at **[Riseofthemuthaboard@gmail.com](mailto:Riseofthemuthaboard@gmail.com)**.

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# Release And Waiver

## **THE MUTHABOARD, LLC RELEASE AND WAIVER OF LIABILITY AND INDEMNITY**

**PLEASE READ THIS WAIVER CAREFULLY BEFORE SIGNING. BY SIGNING THIS WAIVER THE CLIENT CANNOT SUE THE MUTHABOARD, LLC FOR ATTENDING OR PARTICIPATING IN THE ACTIVITIES.**

This is a legally binding release, waiver of liability, and assumption of risk agreement (the “**Agreement**”). The undersigned (the “**Client**”) desires to attend and participate in the **The Muthaboard, LLC (“Coach”)** Activities (defined below).

IN CONSIDERATION OF receiving online personal coaching from the Coach, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client hereby agrees to the following terms and conditions (the “**Waiver**”):

1. **Activities.** The Client desires to participate in an online personal coaching plan offered by the Coach, which may include, but is not limited to a detailed and customized personal or business growth program involving meditations, mindful journaling, and other personal/business development specific activities; necessary action planning suggestions (the “**Activities**”).

2. **Expenses.** The Client shall be liable for all other costs, expenses and expenditures incurred to enable the Client’s participation in the Activities, including without limitation, travel expenses, parking, and/or any items/actions necessary to perform

the Activities, as well as any recommended wellness activities related to our practical approach to “spirituality”.

**3. Not an Agent.** The Client is not an employee or agent of the Coach. The Client shall not share any of the materials, information, suggestions or advice associated with the online personal/ business coaching program or the Activities with any other person, and shall be responsible for and shall bear all liability that results from the provision of the online personal/ business coaching plan or participation in the Activities to any other person. The Client is solely responsible for and shall bear all liability that results from the Client’s own participation in the online personal/ business coaching plan and the Activities. The Client will indemnify and save harmless the Coach from and against all claims whatsoever, made in connection with participation by the Client or another person in the online personal/ business coaching plan or the Activities, supplied to the Client by the Coach.

**4. Awareness and Assumption of Risks.** The Client knows and understands that the Client may suffer, psychological injuries and or any other emotional or intellectual stress, in connection with the Activities. The Client knows and understands the scope, nature and extent of all the risks contemplated by this Agreement, and understands that, if the Client wishes insurance of any kind, the Client must furnish his or her own. The Client freely and voluntarily accepts and assumes all such risks, dangers and hazards, and takes full responsibility for his or her own actions, safety and welfare, and accepts that the Coach does not have any responsibility for safeguarding the Client from the dangers of participating in the Activities.

**No Medical Conditions.** The Client acknowledges that he or she does not have any medical condition(s) that would prevent the Client from participating in any Activities, or that would result in any injury or damage to the Client, or anyone else, as a result of the Client's participation in Activities. If the Client is aware of any such medical condition(s), it will be the sole responsibility of the Client to abstain from participating in the Activities.

**Drugs and Alcohol.** The Client undertakes that if the Client consumes alcohol and/or medication and/or drugs at any time during the course of the Activities, the Client will do so only in moderation and in such quantity that will not affect the Client's ability to safely complete the individualized program. The Client realizes that a combination of alcohol, medication, and drugs can cause unexpected side effects that can severely affect the Client's health and ability to complete the program. The Client accepts full responsibility for his/her own actions, health and welfare, and the Client acknowledges and agrees that the Coach will not be vigilant as to their condition. The Client accepts that the Coach will not have any responsibility for their welfare.

**RELEASE. THE CLIENT HEREBY REMISES, RELEASES AND FOREVER DISCHARGES THE Coach**, and all of their affiliates and associated companies and all of their current and former agents, officers, directors, shareholders, volunteers, managers, servants, successors, assigns, employees, consultants, subsidiaries and affiliates (individually and collectively the foregoing list are the "**Coach**

**Representatives**") from any present or future causes of action, claims or demands of any kind, including (without limitation) claims for loss, damage, injury, costs, legal fees and related disbursements (individually and collectively, the foregoing is/are the "**Claim(s)**") including, but not limited to:

a. **From Any Claim(s) Related to Negligence:** related to the negligence of the Coach or Coach Representatives (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet any safety standards of care); and

b. **From Any Claim(s) Related to Failure to Protect:** related to the failure of the Coach or Coach Representatives to take reasonable steps to safeguard or protect the Client from the risks, dangers and hazards articulated in the Assumption of Risk provision (above) or otherwise, that are in any way connected with the Client's participation in the Activities.

**Indemnification.** The Client agrees to indemnify, defend and hold harmless the Coach and the Coach Representatives from all Claim(s) brought by any person against the Coach and/or Coach Representatives.

**Promise Not to Sue.** The Client covenants not to initiate or assist in the prosecution of any Claim, which may have occurred by the Client's participation in the Activities.

**No Partnership.** Both the Coach and the Client acknowledge and agree that no partnership relationship

between the Coach and the Client can be construed by this Agreement or by the performance of the Activities.

**Enurement.** This Waiver will enure to the benefit of the Coach Representatives, and will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Client, and the Coach.

**Headings, Survival and Waiver.** Clause headings in this Waiver are included herein for convenience of reference only and shall not constitute a part of this Waiver for any other purpose. Notwithstanding the termination of this Waiver for any reason, the material provisions of this Waiver shall continue in full force and effect following such termination. Failure to exercise, or any delay in exercising, any right or remedy provided under this Waiver or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

**Governing Law.** This Waiver will be construed in accordance with, and be governed by, the laws of **Los Angeles, CA**. The Client hereby attorns to the exclusive jurisdiction of the courts of **Los Angeles, CA** with respect to any matter arising under or related to this Waiver.

**Severability.** The Coach and the Client acknowledge that this Waiver is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Waiver is

held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable; if not possible, the offending provision will be stricken, and the remainder of the provisions of this Waiver shall continue in full force and effect and in no way be affected, impaired or invalidated as a result.

**Opportunity to Seek Independent Legal Advice.** The Client has had sufficient time and opportunity to consult with independent legal counsel regarding this Waiver, and if the Client has opted not to obtain legal advice prior to executing this Waiver, the Client will not in any proceeding relating to the enforcement of rights or obligations under the Waiver raise his or her failure to obtain legal advice as a defence or otherwise.

**Acknowledgement that this Agreement has been read.** The Client has read and fully understands the provisions of this Waiver. The Client confirms and agrees that the Client has executed this Waiver on the Client's own volition and without any duress whatsoever from the Coach.