

## **Wake Up Joyful LLC Terms and Conditions**

The following Terms and Conditions are entered into by and between You and Wake Up Joyful LLC (“**Company**”, “**we**”, or “**us**”).

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms and Conditions**”), govern your access to and use of the coaching and consulting services of Wake Up Joyful LLC and [wakeupjoyful.com](http://wakeupjoyful.com), including any content, functionality and coaching or consulting services offered on or through [www.wakeupjoyful.com](http://www.wakeupjoyful.com), [howto.wakeupjoyful.com](http://howto.wakeupjoyful.com), [timeto.wakeupjoyful.com](http://timeto.wakeupjoyful.com) and [portal.wakeupjoyful.com](http://portal.wakeupjoyful.com) or any slug or path associated with [www.wakeupjoyful.com](http://www.wakeupjoyful.com) (the “**Service**”), whether as a customer or Client of an Intensive, Event, the Academy and/or the Leadership & Coaching (the “**Program**”).

Please read the Terms and Conditions carefully before you start to use the Services. **By using the Service or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, incorporated herein by reference and found at [www.wakeupjoyful.com/privacypolicy](http://www.wakeupjoyful.com/privacypolicy).** If you do not want to agree to these Terms and Conditions including the agreements incorporated by reference herein, you must not access or use the Service.

This Service is offered and available to users who are 18 years of age or older. By using this Service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

### **Changes To the Terms and Conditions**

We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Service thereafter. Your continued use of the Service following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Privacy**

Your use of the Service is also subject to the Company’s Privacy Policy. Please review our Privacy Policy, which also governs the Service and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms and Conditions.

### **Disclaimer**

Your use of the Service is also subject to the Company’s Disclaimer. Please review our Disclaimer ([www.wakeupjoyful.com/disclaimer](http://www.wakeupjoyful.com/disclaimer)), which also governs the Service and informs users of various limitations regarding the information provided on the Service. Your agreement to the Disclaimer is hereby incorporated into these Terms and Conditions.

Furthermore, the Company explicitly states its Service is not designed or managed by a psychologist, psychotherapist, doctor, or any other professional of the like, in any way and at any time, whether before, during or after the Term of the Program. Nothing contained in this Service or the Company's service is intended to be a substitute for other tools and services Customer may require or need for her well-being and health, whether mental or physical. In the event that the Customer requires the assistance or support of any professional mentioned above, the Customer is encouraged to do so.

The Company will do everything in her human capacity to aid in the Customer's transformation through coaching and consulting, and makes no guarantees of any kind. Customer agrees and understands that Company cannot guarantee any specific results, outcomes, or changes to Customer's current situation, and will hold Company harmless if she does not experience the desired or expected results. Customer readily understands that she may or may not experience results desired, or achieved by other clients of Company as this is in Customer's sole control and responsibility..

Customer understands that all services provided by Company in connection with the Service or Program being purchased are provided on an "AS IS" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. The Coach's maximum liability will at the maximum be the amount of monies received by the Coach in virtue of this Agreement.

### **Accessing The Service And Portal/Account Security**

We reserve the right to withdraw or amend this Service and any service or material we provide in our Programs through our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service and any resources consumed that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to register with this Service or otherwise, including but not limited to through the use of any interactive features on the Service, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Service or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

### **No Unlawful Or Prohibited Use And Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Service and the coaching resources available from the Service strictly in accordance with these Terms and Conditions.

The Company owns all copyrights in any and all Intellectual property, work and related material (“Intellectual Property”) arising and related to the Program. Sharing, copying, distributing, or otherwise disseminating any materials received in the Program electronically or any other format without prior written consent is unauthorized. All Intellectual Property, including the copyrighted Program materials, shall remain the sole property of the Company, and no license to sell or distribute materials is granted or implied. The Customer agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial or personal purposes, any portion of the Program, including any of the Program materials and Confidential Small Group Companying Calls.

The Customer agrees and understands she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or Intellectual Property provided by Company or obtained through working with the Company, without Company’s express written consent. If such behavior is discovered or suspected, Company reserves the right to immediately end the Customer’s participation in the Program without refund, as well as remove access to any other program or materials she may have purchased from the Company and reserves the right to prosecute any actionable infringement or misuse to the full extent of the law.

As a condition of your use of the Service, you warrant to the Company that you will not use the Service or any of the resources available from the Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Service or any of the resources available from the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party’s use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Service, is the property of the Company or its suppliers and protected by copyright and other laws that protect Intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found through the Service or any of the resources available from the Service.

The Company content is not for resale. Your use of the Service or any of the resources available from the Service does not entitle you to make any unauthorized use of any protected content, and in particular you will

not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the Intellectual property of the Company or our licensors except as expressly authorized by these Terms.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Service are the trademarks of their respective owners.

### **Confidentiality**

The Customer agrees not to disclose, reveal, or make use of any confidential information learned or acquired by any Party during discussions, coaching sessions, calls, emails, or through any other medium or format. Such “Confidential Information” includes, but is not limited to, coaching strategies, exercises, or other methodologies the Customer learns as a result of working with the Company, plans or outlines for future programs or packages, information contained in documents or any other original work created by Company, and any and all other Intellectual Property.

Anything shared during small group coaching calls and in the private Facebook group is 100% confidential. The Customer is encouraged to share their own personal experience with others and commits to keeping everyone else's personal information private. The Customer is required to honor this obligation to create a safe space for all attendees.

The Customer and the Company agree that the responsibility to refrain from disclosing or sharing any and all Confidential Information learned as a result of Customer working with the Company shall survive the expiration of this Agreement and Company's services. This means the Customer and the Company both agree to continue to keep Confidential Information private, even after the completion of working with the Company.

Should the Customer breach this provision and disclose confidential or proprietary information belonging to Company or another participating in the Program, the Customer understands additional action may be taken by the Company up to and including legal action.

### **For Educational And Informational Purposes Only**

As set forth more fully in the Disclaimer, the information contained on this Service and the resources available through this Service are for educational and informational purposes only. The information contained on this Service and the resources available through this Service is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

### **Accuracy And Personal Responsibility**

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on this Service and the resources available are accurate and provide valuable information, but we cannot guarantee the

accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Service or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Service, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Service or the resources available from this Service. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Service.

### **No Guarantees As To Results**

As set forth more fully in the Disclaimer, you agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Service or through other advertisements and testimonials. The Company provides educational and informational resources that are intended to help users of this Service succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles set out in this Service and Programs within (i.e. 'The Experiencing God's Love Intensive,' 'The 3 Day Transformational Event,' and 'The Set Free Academy') are no guarantee that you or any other person or entity will be able to obtain similar results.

### **Email And Other Electronic Communications**

Visiting the Service or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Service, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by email, and there are various places on this Service that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

### **Use Of Communication Services**

The Service may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized by the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials Provided To The Service**

The Company does not claim ownership of the materials you provide to the Service (including feedback and suggestions) or post, upload, input or submit to any Service or our associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy,

distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **Links To Third Party Services And Services**

The Service may contain links to other Services ("**Linked Services**"). The Linked Services are not under the control of the Company and the Company is not responsible for the contents of any Linked Service, including without limitation any link contained in a Linked Service, or any changes or updates to a Linked Service. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Service or any association with its operators.

Certain services made available via the Service are delivered by third-party Services and organizations. By using any product, service, or functionality originating from the Service, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Service's users and customers.

### **Use Of Templates And Forms**

The Company provides various handouts as part of their Service. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our handouts for your own personal use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the handouts in any manner, except for modifications in filling out the handouts for your authorized use.

By using the Service's handouts, you agree that they may only be used by you for your personal use and may not be sold or redistributed without the express written consent of the Company.

### **Use of Material**

The Company grants you a limited, personal, non-exclusive, non-transferable license to use our material (collectively the "**Material**") for your own personal use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Material in any manner.

By consuming the Material, you agree that the Material may only be used by you for your personal use and may not be sold or redistributed without the express written consent of the Company.

By consuming the Material, you further agree that you shall not create any derivative work based upon the Material and you shall not offer any competing products or services based upon any information contained in the Material.

### **Use Of Free Content**

The Company provides various resources through their Service, which users may access by providing an email address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the “**Freemium Content**”) for your own personal use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Freemium Content in any manner.

By downloading the Freemium Content, you agree that the Freemium Content you download may only be used by you for your personal use and may not be sold or redistributed without the express written consent of the Company.

By downloading the Freemium Content, you further agree that you shall not create any derivative work based upon the Freemium Content and you shall not offer any competing products or services based upon any information contained in the Freemium Content.

### **Guests**

The Company may, from time to time, provide information from a third party in the form of a guest interview, interview on another platform, guest blog post or guest coach/expert. The Company does not control the information provided by such third-party guests, is not responsible for investigating the truth of any information provided, and cannot guarantee the veracity of any statements made by such guests.

Individuals who agree to appear as guests on any podcast offered by the Company agree to transfer all intellectual property rights they may have in any such interviews to the Company and further provide a license to any rights they are unable to assign.

### **Fulfillment Of Payment Plan**

Certain of the Company’s Services are offered on an ongoing basis with a payment plan. Based on the agreed upon terms of your agreement at the time of signing up for a Program, your agreed to payment plan shall continue until the end of your existing subscription period (explained and agreed to when you joined the Program via email, messaging or a signed agreement) whether or not you choose to use the Program, and shall terminate at the completion of that period as set out in your Agreement.

Should Customer fail to make timely payments or if subsequent payments are not able to be processed, Customer understands that: (1) the remainder of any Program or use of Service may be forfeited until payment is made and up to date; and (2) Customer will owe a thirty-dollar (\$30.00usd) late fee. A payment is to be considered late if not paid within seven (7) days of the Due Date. Accounts that have not been paid after 30

days will incur interest fees of ten (10%) percent of all monies overdue to be recalculated every 30 days, and may be turned over to collections. The balance owed remaining of the Price of the Program will become due and payable. If Customer's outstanding balance is turned over to collections, Customer understands and agrees she is responsible for any and all fees accrued including but not limited to any fees incurred to collect the outstanding amount due collection agency and legal fees, in addition to the original account outstanding balance. Customer agrees to render payment via any credit and/or debit card on file provided for by the Customer for the duration of the term of the Program.

Company reserves the right to cancel or cease working with the Customer should she fail to make any payments as previously described in this Section and as agreed upon at signature of this Agreement. Furthermore, Customer understands she is not entitled to a refund of any monies already issued to Company, and it is in Company's sole discretion of whether the Customer is to have continued access to any materials made available to her during the Program up until payments were missed.

### **No Refunds**

All sales are final, and the Company does not offer any money-back guarantees or refunds. This includes no refunds given for unused products or unused portions of the Service or Program. You recognize and agree that you shall not be entitled to a refund for any purchase under any circumstances.

Company is not able to offer refunds once Customer has purchased the Program due to the nature of and accessibility of the materials provided and Customer understands and agrees that she is not entitled to a refund once payment has been issued to the Company. Any investment and all monies paid towards a Program during the term of the Program are non-transferable and non-refundable.

Should the Company experience an unforeseen event causing her or her team to become unavailable or otherwise unable to complete the Program, Customer may be entitled to a partial refund on a case-by-case basis, based upon the portion(s) of the Service or Program unable to be delivered by Company. Reasonable, minor changes or modifications to the Service or Program made by the Company do not qualify as an inability to deliver services, and do not qualify the Customer for a refund. Customer further agrees and understands that changing her mind about the Program, failing to follow through or understand the details of the Program, not experiencing the results expected or desired, or experiencing any other similar situations does not entitle the Customer to a refund. Furthermore, the Customer warrants, guarantees, and agrees that she is financially willing and able to invest in the Program having done so freely and voluntarily.

### **No Chargebacks**

Since we have a clear and explicit Refund Policy in these Terms and Conditions that you have agreed to prior to completing the purchase of any of our Programs, Products, or Services, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the

chargeback. You acknowledge and agree that the Terms of this Agreement and Company's termination and refund policy supersede the Terms and Conditions and refund policies of any third-party bank or payment processor used by the company or You during this transaction. You will be responsible for any fees, including legal fees, incurred by the Company as a result of recouping payments owing under this Agreement.

### **No Warranties**

THE COMPANY MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THIS SERVICE. THE COMPANY FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE INFORMATION, CONTENTS, MATERIALS OR HANDOUTS INCLUDED ON OR THROUGH THE SERVICE. TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of Liability**

YOU AGREE TO ABSOLVE THE COMPANY OF ANY AND ALL LIABILITY OR LOSS THAT YOU OR ANY PERSON OR ENTITY ASSOCIATED WITH YOU MAY SUFFER OR INCUR AS A RESULT OF USE OF THE INFORMATION CONTAINED THROUGH THIS SERVICE AND/OR THE RESOURCES YOU MAY CONSUME FROM THE SERVICE. YOU AGREE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TYPE OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE, OR CONSEQUENTIAL LOSS OR DAMAGES FOR USE OF THIS SERVICE.

THE INFORMATION AND DELIVERABLES INCLUDED IN OR AVAILABLE THROUGH THE SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICE AT ANY TIME.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

## **Arbitration**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Service, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Dallas, Texas, United States of America. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

## **Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Service or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

## **Termination And Access Restriction**

The Company reserves the right, in its sole discretion, to terminate your access to the Service and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Service or the Terms and Conditions pursuant to the Arbitration Clause above. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

## **No Joint Venture Or Other Relationship**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Service. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

## **Entire Agreement**

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and the Company with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Changes to Terms**

The Company reserves the right, in its sole discretion, to change the Terms under which the Service is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

The Company welcomes your questions or comments regarding the Terms:

Wake Up Joyful LLC  
5900 Balcones St. Suite 100  
Austin, Texas  
78731

Email Address: [support@wakeupjoyful.com](mailto:support@wakeupjoyful.com)

Effective as of August 1, 2025.