

DIGITAL PRODUCT TERMS OF USE

The following Terms of Use are entered into between You and Golden Days at Home, LLC. (“Company”, “we”, or “us”).

The following terms and conditions, together with any documents they expressly mention or incorporate by reference (collectively, “Terms of Use”), govern your access to and use of www.goldendaysathome.com, including any content, programs, functionality, products or services offered through the site or related sites (the “Website”), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated by reference. If you do not agree to these Terms of Use including the agreements incorporated documents, you cannot access or use the Website.

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

1.0 Website. [Golden Days at Home, LLC](http://www.goldendaysathome.com) (herein referred to as “Company”) sells products and services on its Website. As a condition of purchasing and participating in the Website, you agree to be bound by all the policies and procedures set out in this Agreement, including those incorporated by reference.

2.0 Disclaimer.

The Company’s Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Website.

You understand Company is not serving you as a licensed professional and is not providing accounting, tax, legal, financial, healthcare, therapeutic advice, diagnosis or treatment. You understand that Consultant has not promised and will not; (1) procure or attempt to procure employment or business or sales for You; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a

publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for You; (6) introduce You to Consultant's network of contacts, media partners or business partners; (7) diagnose or treat any illnesses or disease or (8) promise any set of results from the Website. You understand that a relationship does not exist between the parties after the conclusion of this Website. If the Parties wish to continue their relationship, they shall execute a separate agreement that explicitly governs that relationship.

3.0. PAYMENT

In consideration of your access to the Website, you agree to pay the following fees: the balance reflected on the sales checkout page (due immediately).

4.0. REFUND POLICY

We want you to be satisfied with your purchase, but we also want you to give your best effort to apply all of the strategies in the Website.

No refunds are available for this purchase.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: [goldendaysathome \[at\] gmail.com](mailto:goldendaysathome@gmail.com).

5.0. CONFIDENTIALITY

The Company respects your privacy and will not disclose any information you provide except as set forth in this Agreement and in the incorporated Privacy Policy. As a condition of participating in the Website, You hereby agree to respect the privacy of other Website participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Website participants outside of the bounds of the Website, in any format, unless you receive express written permission from such other participant to share the information. Similarly, the content of the Website contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided in the Website with anyone other than the Company, its owners and employees, and other Website participants.

6.0. GUEST CONTENT

The Company may provide information from a third party in the form of a podcast guest interview, audio interview, interview on another platform, guest blog post, panel, roundtable, or other format. The Company does not control the information provided by

any third-party guest or its truthfulness and cannot guarantee the veracity of any guest information.

7.0. NO TRANSFER OF INTELLECTUAL PROPERTY

All content included as part of the Website and its products, such as text, graphics, logos, slides, images, audio, video, as well as the compilation thereof, and any software used in the Website, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

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 cannot use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Website are the trademarks of their respective owners.

Your participation in the Website does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Website, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a limited, personal, non-exclusive, non-transferable, license to access and use the digital products You purchased for your own personal use. You hereby agree that 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 product, in whole or in part. By purchasing, You further agree that You shall not create any derivative work based upon the products from the Website and You shall not offer any competing products or services wholly based upon any information contained in the products.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if You violate the Company's intellectual property rights, your access to the Website will be terminated immediately, and You shall not be entitled to a refund of any portion of the fees. You may also be subject to further penalties or damages as permitted by the fullest extent of the law.

Company, its contractors, or the original creator of the material own all copyrights to material on the Website and all other intellectual property rights related to the products on the Website. You acknowledge and agree that You are expressly prohibited from using any materials found on this Website to the detriment of Company in any type of copyright, trademark, or patent infringement proceeding. Your failure to comply with this prohibition constitutes infringement of the materials at issue.

You acknowledge that the actual damages likely to result from breach of this Section are difficult to estimate on the date of this agreement and would be difficult for Company to

prove. The parties intend that your payment of the Liquidated Damages Amount would serve to compensate Company for any breach by You of its obligations under this Section, and they do not intend for it to serve as punishment for any such breach by You. Each instance of noncompliance with this prohibition constitutes a separate instance of infringement, and subjects You to a payment obligation in the amount of \$150,000 USD per infringement, as liquidated damages and not as a penalty.

8.0 INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide You with access to the Website, for information and educational purposes. The information contained in the Website, including any interactions with the instructors, is not intended as, and shall not be understood or construed as professional advice.

9.0 FORCE MAJEURE

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any term of this Agreement if caused by acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), server failures, data breaches, data loss or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10.0 SEVERABILITY/WAIVER

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate such term in any other jurisdiction.

11.0 MISCELLANEOUS

You agree to hereby 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 Website and/or any information and resources contained in the Website. 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 the Website.

The information, software, products, and service included or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the

information in the Website. The Company and/or its suppliers may make improvements and/or changes in the Website at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

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 Website, with the delay or inability to use the Website or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Website, or otherwise arising out of the use of the Website, 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 or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If You are dissatisfied with the Website or any portion of it, your sole and exclusive remedy is to discontinue using the Website.

12.0 ASSIGNMENT

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

13.0 MODIFICATION

The Company reserves the right, in its sole discretion, to change the Terms under which the Website 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.

14.0 TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, if You become disruptive to the Company or other Website participants, if You fail to follow the Website guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund

of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

15.0 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 Website and related 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.

16.0 RESOLUTION OF DISPUTES

You hereby expressly waive any and all claims You may have, now or in the future, arising out of or relating to this Website, 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 Boulder, Colorado. 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.

17.0 INTERNATIONAL USERS

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, You are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Website in any country or territory or in any manner prohibited by any applicable laws, restrictions or regulations.

18.0 EARNINGS DISCLAIMER

Every effort has been made to accurately represent this product/Website and its potential. This site and the products offered on this site are not associated, affiliated, endorsed, or

sponsored by any platform, including YouTube, Instagram, or Facebook, nor have they been reviewed, tested, or certified by any platform.

Any and all forward-looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that You will achieve results similar to ours or anybody else's, in fact no guarantees are made that You will achieve any results from our ideas and techniques in our material. Every person is different and every situation is different and success is highly dependent on individual work and fact-specific scenarios. All information is presented "as is" without any guarantees.

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