



TERMS AND CONDITIONS

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2. All content, such as text, data, graphics files, videos and sound files, and other materials contained in the Site, are copyrighted unless otherwise noted and are the property of the Company and/or a supplier to the Company. No such materials may be used except as provided in these Terms and Conditions.
3. All trade names, trademarks, and images and biographical information of people used in the Company Content and contained in the Site, including without limitation the name and trademark



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4. While the Company uses reasonable efforts to include accurate and up-to-date information in the Site, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the content of the Site.
5. When you register with the Company and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the Company. You consent to receive notices electronically by way of transmitting the notice to you by email.
6. If you send comments or suggestions about the Site to the Company, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Company. No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.
7. The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However no system whether or not password protected can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.
8. The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms and Conditions. By using the Site, you signify your acceptance of the Company’s Privacy Policy. If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.
9. Neither the company nor any other party involved in creating, producing, or maintaining the site and/or any content on the site shall be liable under any circumstances for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of the site. Without limiting the foregoing, all content on the site is provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. The company does not warrant or make any representations regarding



the use of the materials in the site, the results of the use of such materials, the suitability of such materials for any user's needs or the likelihood that their use will meet any user's expectations, or their correctness, accuracy, reliability, or correction. The company likewise does not warrant or make any representations or guarantees that you will earn any money using the site or the company's technology or services. You accept all responsibility for evaluating your own earning potential as well as executing your own business and services. Your earning potential is entirely dependent on your own products, ideas, techniques; your execution of your business plan; the time you devote to the program, ideas and techniques offered and utilized; as well as your finances, your knowledge and your skill. Since these factors differ among all individuals, the company cannot and does not warrant or make any representations or guarantees regarding your success or income level. The company does not warrant that use of the materials will be uninterrupted or error free, that defects will be corrected, or that this site, the content, and/or the materials available on this site are free from bugs or viruses or other harmful components. You assume all responsibility for the cost of all necessary repairs or corrections. The company shall not be responsible for any performance or service problems caused by any third party website or third party service provider. Any such problem shall be governed solely by the agreement between you and that provider. Please note that the applicable jurisdiction may not allow the exclusion of implied warranties. Some of the above exclusions may thus not apply to you.

10. The company shall not be responsible for any performance or service problems caused by any third party website or third party service provider (including, for example, your web service provider service, stripe payment services, your software and/or any updates or upgrades to that software). Any such problem shall be governed solely by the agreement between you and that provider. The company reserves the right to determine, in its sole discretion, whether the company is responsible for any such malfunction or disruption. The company also reserves the right to limit your use of the site and/or the content or to terminate your account should the company determine that you have violated these terms of use, or that you have violated any other rules or conditions of the company. The company reserves the right to refuse access to the site and/or the company's content, products and/or services to anyone in its sole discretion. The company reserves the right to determine, in its sole discretion, whether the company is responsible for any such malfunction or disruption. The company may, in its sole discretion, to provide a refund based on the company's refund policy. The company shall refuse any refund thirty (30) days after your payment for use of the site and/or any content, either pursuant to the company's customer license agreement or otherwise, regardless of the reason for disruption.
11. In no event shall the company be liable for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, damage or loss of property, equipment, information or data, loss of profits, revenue or goodwill, cost of capital, cost of replacement services, or claims for service interruptions or transmission problems, occasioned by any defect in the site, the content, and/or related materials, the inability to use services provided hereunder or any other cause whatsoever with respect thereto, regardless of theory of liability. This limitation will apply even if the company has been advised or is aware of the possibility of such damages.
12. You agree to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this



Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

13. The provisions of these Terms and Conditions are for the benefit of the Company, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.
14. This agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
15. These Terms and Conditions may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

CONSUMER RESPONSIBILITIES AND/OR OBLIGATIONS

1. When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (**Enspyre Community**) or events in which you may post comments, photos, messages or other material (**Your Content**). When posting Your Content, you (the “Consumer” or “User”) agree that you will not post or otherwise publish through this Site or our Enspyre Community any of the following:
 - (a) Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
 - (b) Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
 - (c) Information that includes personal or identifying information about another person without that person’s consent.
 - (d) Information that constitutes promotion or advertisement for groups, events or activities organized through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
 - (e) Any information or content that impersonates any person or entity.
 - (f) Any material, non-public information about companies without authorization to do so.
 - (g) Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except, as otherwise expressly permitted by us).
2. By posting or otherwise publishing Your Content on our Site or Enspyre Community, you:
 - (a) Grant us a non-exclusive, worldwide, royalty-free, perpetual, license to use, reproduce, edit and exploit Your Content in any form and for any purpose;
 - (b) Warrant that you have the right to grant the above licenses;
 - (c) Warrant that Your Content does not breach these Terms; and
 - (d) Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
3. We reserve the right (but have no obligation) to:



- (a) Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
 - (b) Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.
4. Our Site and Enspyre Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.
 5. Whilst using this Site and/or our Enspyre Community, we ask that you not:
 - (a) Contact anyone who has asked not to be contacted.
 - (b) Collect personal data about other users for commercial or unlawful purposes.
 - (c) Infringe other user's privacy rights.
 - (d) Violate the intellectual property of others.
 - (e) Post anything that contains software viruses, worms or any other harmful code.
 - (f) Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.
 - (g) We require that you adhere to any guidelines that may be provided upon registration or site access.

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1. Enspyre Consulting, LLC cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. You acknowledge that there is an inherent risk in any business enterprise or activity and agree there is no guarantee that you will earn any money as a result of your purchase of our products and/or services.
2. Any financial representations referenced by us on the Site, in our videos, forums or during the provision of our services are illustrative of concepts only and should not be considered as promises for actual or future performance.

REGISTERING YOUR DETAILS

1. Before purchasing our products and/or services, the Consumer or User must register an account with the Company.
2. The Consumer or User must provide accurate, complete and up-to-date registration information, as requested, and it is the Consumer or Users responsibility to inform the Company of any changes to Consumer or Users registration information.
3. We may at any time request a form of identification to verify Consumer or Users identity.
4. If Consumer or User are a registered user or member to this Site, Consumer or User acknowledge and agree that:
 - (a) The Consumer or User are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by Consumer or User from time to time (Password);
 - (b) The Consumer or User will not reveal (or cause to be revealed through any act or omission) Consumer or Users Password to any other person;



- (c) The Consumer or User will immediately notify the Company if Consumer or Users Password is lost or becomes known to any other person;
 - (d) The Consumer or User are solely responsible for all access to and use of this site via Consumer or Users Password, whether such access or use is by Consumer or User or any other person; and
 - (e) Any information Consumer or User provide to us for posting or inclusion in our Enspyre Community, at any time, becomes our property.
5. To the extent that Consumer or User provides personal information, Enspyre will treat such information strictly in accordance with its Privacy Policy.
 6. The Consumer or User must ensure the security and confidentiality of Consumer or Users registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorized use of Consumer or Users registered details.
 7. Where a member service is for one user only, Consumer or User will not let any other person use Consumer or Users Password or any registered user or member services.