

Ownership of Site; Agreement to Terms of Use

THIS WEBSITE (“SITE”) AND RELATED SERVICES ARE PROVIDED SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Ernst Coaching and Consulting, LLC. and or its affiliates and subsidiaries (hereafter “Company”) reserve the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Company grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Company reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes; (4) to delete or remove (without notice) any user content or account; and or (5) to terminate access of any user in its sole discretion, for any reason or no reason.

Warranty Disclaimer

This site, including any content or information contained within it or any site-related service, is provided “as is”, with all faults, with no representations or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of this site, site-related services, and hyperlinked websites.

Company, its affiliates, subsidiaries, licensors and sponsors are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages arising out of or relating in any way to the site, site-related services, content, or information contained within the site, and/or any hyperlinked website.

Your sole remedy for dissatisfaction with the site, site-related services, and/or hyperlinked websites is to stop using the site and/or those services.

Although Company attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include inaccuracies or errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Company so that it can be corrected. Information contained on the Site may be changed and or updated without notice. In the event of inaccurate price or description of a product, Company will contact the customer with accurate information and/or price difference if the product has been purchased.

Content

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Company may have trademarks, services marks or registered trademarks of Company, which are proprietary marks of Company or its affiliates. Company's proprietary marks may not be used in connection with any product or service that is not provided by Company in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company or Amanda Ernst.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including "mirroring") to any other computer, server, Website or other medium, for publication or distribution or for any commercial enterprise, without Company's express prior written consent.

Your Use of the Site

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Company reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Company server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Company.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Company systems or networks, or any systems or networks connected to the Site or to Company.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Company on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or others.

You may not use this Site for any abusive or illegal purpose. You may not harm others in any way. You may not use the Site to perform any form of bullying, threatening,

cyberstalking, intimidation, or any other type of harassment. Company reserves the right to contact appropriate legal authorities in the event that you are suspected to have performed such actions.

We always appreciate your feedback or other suggestions, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

You may not use the Site in a manner that: (1) infringes on any third party's intellectual property or proprietary rights, or rights of publicity or privacy; (2) violates any law, statute, ordinance or regulation; (3) is defamatory, trade libelous, threatening, unlawfully harassing, indecent, abusive, obscene, or contains child pornography; (4) that you know contains Viruses; (5) that you know will materially damage, disable, overburden or impair the Site or any other party's use of the Site; or (5) that you know contains links to any sites that do any of the aforementioned prohibited acts. In addition, you are prohibited from using the Site to send spam, either directly or indirectly, or that in any way violates the CAN-SPAM Act of 2003, 15 U.S.C. 7701, as amended.

Company does not assume responsibility for the accuracy, completeness, safety, innocuousness, slanderous nature of, legality or applicability of anything posted, displayed, linked, uploaded, recorded, broadcast or otherwise made available by any user. Notwithstanding anything within this provision or these Terms of Use, Company reserves the right to suspend or terminate any user's account with or without notice to said user for any reason, at the sole discretion of Company.

Links to Other Sites

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to Site visitors. Such Linked Sites are not under Company's control, and Company is not responsible for and does not endorse the content of such Linked Sites, including but not limited to any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites. In addition, a hyperlink to a non-Company Website does not mean that Company endorses or accepts any responsibility for the content or the use of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or

download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature.

Proprietary Rights

All copyrights to elements and graphics are retained by Company with all rights reserved. No other use is hereby authorized.

It is illegal to reproduce or distribute copyrighted material without the permission of the copyright owner.

Privacy

By using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Limitation of Liability

Except when prohibited by law, in no event will Company be liable to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if Company has been advised of the possibility of such damages.

Notwithstanding the other provisions of these Terms of Use, if Company is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, the aggregate liability of Company shall in no event exceed One Hundred US Dollars US\$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify, defend and hold Company, its affiliates and their officers, directors, shareholders, predecessors, successors in interest, employees, agents, licensors and service providers ("Indemnitees") harmless from any demands, loss, liability, claims, or expenses (including attorneys' fees) made against Indemnitees by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

Company may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Company's rights or property, or the rights or property of visitors to or users of the Site, including Company's customers. Company reserves the right at all times to disclose any information that Company deems necessary to comply with any applicable law, regulation, legal process or governmental request. Company also may disclose your information when Company determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Company may preserve any transmittal or communication by you with Company through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Company determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, and or (4) protect the rights, property or personal safety of Company, its employees, users of or visitors to the Site, and the public.

You agree that Company may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site at any time, for any reason or no reason. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Company for which monetary damages would be inadequate, and you consent to Company obtaining any injunctive or equitable relief that Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Company may have at law or in equity.

If Company does take any legal action against you as a result of your violation of these Terms of Use, Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action in addition to any other relief granted to Company. You agree that Company will not be liable to you or to any third

party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law

These Terms of Use are entered into in the State of Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa, exclusive of its choice of law rules that would give rise to application of the substantive law of another jurisdiction. Each party to these Terms of Use submits to the exclusive jurisdiction of the state and federal courts sitting in the Johnson County in the State of Iowa, and waives any jurisdictional, venue, or inconvenience forum objections to such courts. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect.

Notification of Claimed Copyright Infringement

Company respects and expects its users to respect the rights of copyright holders. On notice, Company will act appropriately to remove content that infringes the copyright rights of others. If it is believed that any content uploaded infringes upon existing copyrights, owners or any agent may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing us with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and, if available, an electronic mail; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Pursuant to Section 512(c) of the Digital Millennium Copyright Act, 17 U.S.C. § 512, Company designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

Report of Copyright Infringement

ernstcoachingandconsulting@gmail.com

Void Where Prohibited

Although access to this Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Company reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

No Unlawful or Prohibited Purpose

As a condition of your use of this Site, you warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use.

Entire Agreement

These Terms of Use constitute the entire agreement between Company and you pertaining to the subject matter of this Agreement. In its sole discretion, Company may modify these Terms and Conditions by posting the revised version on this Site and you agree that each visit by you to this Site is a new transaction governed by the terms of use linked on this Site at that time.

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