

TERMS OF USE FOR THE JEN MOFF

** Before ordering, accessing, or using any of the programs, products, or services found on this website, please read the following carefully.*

THE AGREEMENT: The following contract ("Agreement") is made by and between Magical Mindfulness LLC, a limited liability company organized under the laws of the state of Massachusetts, hereinafter referred to as "Provider," and you, referred to as a "Participant".

A reference to this Agreement is specifically made in all parts and sub-parts. This Agreement governs your use of all Programs, Products, and/or Services and their content.

Article 1 - ASSENT & ACCEPTANCE:

By purchasing any one of our Programs, Products, or Services, you represent that you have read and reviewed this Agreement. Do not participate in the Course if you do not agree to be bound by the terms of this Agreement. Once you have made the purchase, you won't be eligible for any refunds. Provider can only provide you with Programs, Products, or Services if you accept the terms of this Agreement.

We ask that you abide by these Terms of Use and our [Privacy Policy](#), [Terms](#), and [Disclaimer](#) before purchasing or using any of our Products, Websites, or Services.

Article 2 - AGE RESTRICTION:

For use of this Website, participation in any Programs, or access to any services, you must be 18 (eighteen) years old. By accessing or registering, you represent that you are at least 18 years old and that you are legally able to consent to this Agreement. We assume no liability for any age misrepresentation you make.

Article 3 - YOUR LICENSE TO USE WEBSITE & ACCESS MATERIALS:

You may be provided with certain information upon accessing the Website. The information may include but is not limited to, documentation, data, or information developed by Provider, as well as other materials that may assist the Participant.

As long as you comply with this Agreement, we grant you a non-exclusive, limited, non-transferable, and revocable license to use the Materials included in the Program, Product, or Service and your use of the Website. The Materials may not be used for any other purpose.

Article 4 - INTELLECTUAL PROPERTY:

Materials, Products, Programs, the Website, and any other services provided by the Provider are the property of the Provider, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). It is agreed that all rights, titles, and interests in the Company IP belong to the Company and that you will not use the Company IP for any unlawful or infringing purposes. By purchasing from the Company, you agree not to distribute or reproduce any Company IP in any way, including electronically and via the registration of new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without prior written consent from the Company.

Materials and Products provided by this site are solely for your personal business use. The Provider has permitted you to use the Products, Programs, Services, and/or Materials in the ways we have authorized in writing. No sharing, sales, reprinting, republishing, mass production, or reselling are permitted. They must purchase separately.

The forbidden use of our Programs, Products, Services, and Materials as outlined in these terms, as well as the improper and/or unauthorized use contained therein, will be prosecuted at the full extent of the law.

You understand that unauthorized, improper, and/or prohibited use may lead to a viable claim for damages in addition to possibly being a criminal offense.

You may not share Programs, Products, Services, or any accompanying Materials. If we suspect that the Materials are being shared and/or that your log-in information has been shared with any party, we reserve the right to immediately terminate your access, at our sole and exclusive discretion.

Article 5 - ACCEPTABLE USE:

By using the Program, the Products, Services, Materials, or the Website, you agree not to engage in unauthorized activities. It is your responsibility not to misuse the Website, Program, Products, Services, Materials, or Program in any manner which could cause damage to the Website, Program, Products, Services, Materials, or general business of the Provider.

Additionally, you agree not to use the Website, Program, Products, Services, or Materials:

- A. The act of harassing, abusing, or threatening others;
- B. To infringe upon the intellectual property rights of the Course Provider or a third party;
- C. Spread any virus or other software that could harm another person's property;
- D. Committing any type of fraud;
- E. Participation in or creation of any unlawful gambling, sweepstakes, or pyramid scheme;
- F. Publish or distribute any offensive or defamatory material;
- G. The publication or distribution of materials that incite violence, hatred, or discrimination against any group;
- H. Illegally gathering information about others.

Article 6 - PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK:

Programs, Products, Services, and Materials are not guaranteed. Programs, Products, Services, and Materials are for informational and educational purposes only. You acknowledge and agree that you assume all risks and no guarantees are made about how our Programs, Products, Services, or Materials will affect your life in any way; they are presented to assist you in making your own decisions. The way you use what we provide is solely your responsibility. Hereby, you acknowledge and agree:

3) you alone are accountable for your choices concerning the Program, Products, Services, or Materials within, if any, or any significant changes in your business or personal life;

A) You are personally responsible for your mental health, physical health, business decisions, and any other actions you take;

c) We are not responsible for any results or non-results or any consequences that may result from your participation;

D) The Programs, Products, Services, and/or Materials do not constitute a therapeutic or medical relationship. Therapy and medical services are not available through us. If necessary, you are responsible for obtaining these services on your own.

A) Do not disregard or delay seeking professional medical advice as a result of what you have consumed through our Programs, Products, Services, and Materials. Consult your physician or mental health provider before stopping any medication.

Article 7 - SECURITY:

To participate in the Course, you will need to register with us. During the process, you will choose either an email address or another term for using the system, as well as a password. Additionally, you may provide personal information, including your name, email address, phone number, billing information, credit card or payment information, demographic information, preferences, interests, and other personal information ("Confidential Information") to us.

You are responsible for ensuring the accuracy of the information. By providing this Confidential Information, you will be able to participate in the Programs, Products, Services, and/or Materials. Such Confidential Information must not be shared with any third party, and if you become aware that your Confidential Information has been compromised, you agree to notify us immediately. This can be accomplished with email notifications. Keeping us informed when there are any changes to your Confidential Information is your responsibility.

We require the same level of confidentiality and accuracy to govern your billing information as we do with your Identifying Information. The provision of false or inaccurate information, or the use of the Program, Products, Services, Materials, or the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

You grant us permission to use and store the Confidential Information you provide. The Provider combines online and offline efforts to ensure that your Confidential Information is kept secure, confidential, and safe.

The internet is inherently insecure; therefore, the provider cannot guarantee or warrant the security of confidential information; that information must be delivered at your own risk.

The following actions are not permitted:

- A) Reverse engineer or try to reverse engineer, or disassemble, any program, product, service, material, or Website;
- b) Violate the security of the Programs, Products, Services, Materials, and/or Website by any unauthorized access, circumvention of encryption or other security tools, data mining, or interference with a host, user, or network.

We are not responsible for the security of your account or content. Participation in the Programs, Products, Services, Materials, and/or Website is at your own risk.

Article 8 - CONFIDENTIALITY AND PRIVACY:

To use our Programs, Products, Services or identifying Materials, we may seek personal data or information including your name, e-mail address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally-identifying information ("Confidential Information"), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in our Programs, Products, Services or Materials ("Other Information"). When you send us Confidential Information or Other Information, you are granting us permission to use and store that information. Accordingly, we, in turn, will try our best to keep your Confidential Information secure, safe, and confidential. You can read our full [Privacy Policy](#) on our Website. Please contact us as soon as possible if you believe any of your Confidential Information is incorrect or incomplete. Any incorrect Confidential Information will be promptly corrected.

To better understand your needs and provide you with better service, we request and require various personal data and/or confidential information. In addition, we may use this information for the following reasons:

- A) Keeping comprehensive records
- B) Efforts to improve our products, programs, services, or materials
- A) Periodically send you promotional materials about new programs, programs, solutions, products or services, or other special offers, to which you may unsubscribe at any time.
- D) Non-individualized, aggregate data for research purposes
- E) Customize your purchases, products, or services based on your preferences

F) Services, products, materials, and/or support for your program, product, or service

Data and Confidential Information are stored in a data management system. Only the individuals who are providing you with our correspondence have access to this data and our Confidential Information. Your Confidential Information may be accessed by members of our team, staff, affiliates, and data management system managers.

This Confidential Information will be treated as confidential and will not be shared with third parties, with the following exceptions:

- A) According to the Terms of Use, Privacy Policies, and our Disclaimer,
- B) To the extent required by law,
- C) As a good-faith belief that such action is necessary to comply with the law
- D) If we are served with any legal process, we'll comply, as will our partners, sponsors, investors, or affiliates
- E) For the protection and defense of our rights or property, or those of our users or purchasers
- F) In an emergency, we may take action to ensure the safety of our users, customers, or the public.

No Confidential Information will be sold, distributed, or leased to third parties unless you give us permission or we are required to do so by law.

Whenever you share your Confidential Information or Other Information with others, such as through our programs, products, services, or materials, our website, or social media, the Confidential Information or Other Information you provide can also be seen, collected, and used by others, and therefore, we will not be held responsible if anyone else uses confidential or other information that you voluntarily share online or in any other way.

We may make use of the "cookies" feature of major web browsers. Cookie information is not set on our Website, nor do we employ other data-capture mechanisms than cookies. Using your web browser's settings, you can disable cookies. Disabling this feature may alter your experience on this Website, and some of the features of our Programs, Products, Services, or Materials may not work properly when disabled. We have no access to or control over information collected by individuals, companies, or entities whose websites or materials may be linked to our Programs, Products, Services, or Materials. Some of our Programs, Products, Services, or Materials may require you to use a group username and password or a unique username and password which you will receive when you register and/or purchase. If you want, you can change your username and/or password. It is your responsibility to keep your password and account confidential, and you are responsible for all activities that occur under your password or account (either by you or by others). Your username and/or password are not to be shared with anyone.

If we learn that you have provided your username and/or password to a third party, we reserve the right to immediately discontinue the Program, Product, Service, Materials, Website, private forum, Facebook group, or any other communications. It is your responsibility to keep your password confidential. We can't or won't be responsible for any loss or damage resulting from

any failure on your part to protect your password or account information. You are responsible for any activity involving your password(s) and account. You should not share your password(s) with anyone since they could gain access to your personal information if you do so. It is your responsibility to notify us immediately of any breach of security involving your password or account and to ensure that you exit at the end of each session.

When registering, purchasing, and otherwise using our Programs, Products, and Services, you agree to enter true and accurate information. A false email address will cause your account to be immediately deactivated. Our best effort will be made to keep your password(s) private and we will not share your password(s) with anyone without your permission, except when required by law or in the good faith belief that such action is needed, particularly when identifying, contacting, or taking legal action against someone who may be infringing on our rights or property.

Article 9 - COMMUNICATION:

We will do our best to reply to any question you may have about our Programs, Products, Services, or Program Materials. To contact us, please e-mail jen@thejenmoff.com.

Article 10 - PRIVATE GROUPS:

It is possible that the Program, Product, Service, and/or Materials will come with a private group. A private group must abide by these terms. The private group may be a Provider-owned space (website) or be hosted in a third-party space (Facebook, Slack, Voxer, Success Finder, etc.).

Additionally, you're aware that Facebook and other public platforms like Facebook don't guarantee your privacy, as other members will see the things you share with them. We ask you to consider this fact when sharing it with us.

Article 11 - YOUR LICENSE TO US:

In posting or submitting any material on or through our Programs, Products, Services, or Program Materials, such as comments, posts, photos, images or videos, or other contributions, you certify that you own all such materials and you are at least 18 years of age.

When you submit to us or post any comment, photo, image, video, or any other submission for use on or through our Website, you are granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future Programs, Products, Services and/or Program Materials. This right includes granting us use or exploitation of proprietary rights or intellectual property rights like copyright,

trademark, service mark, trade secrets, patents, or any other of your intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you. It does not include any of your ideas, programs, or offerings. No ideas, programs, or offerings from you will be taken, borrowed, or stolen by us for our business.

In addition, you grant to us, and anyone allowed by us, the right to identify you as the author of any comments, posts, photos, images, videos, or other contributions by your name, email address, or screen name. As a result, you acknowledge that certain contributions from you may be used and displayed on our products, services, and/or program materials by us with no obligation on our part to use and display them.

You agree that when you use our Programs, Products, and Services, and use our Materials, including our private groups, we may take photographs, videos, and/or audio recordings that may contain you, your voice, and/or your likeness. In our sole discretion, we reserve the right to use these photographs, videos, and/or audio recordings and/or any other materials submitted by you to us in connection with your participation in our Program, Product, or Services in our current or future Programs, Products or Services, and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

Article 12 - NO LIABILITY:

We provide these Programs, Products, Services, Materials, and/or Website for informational purposes only. All information on the Website and in the Materials is not intended to constitute legal advice, medical advice, or financial advice, and no fiduciary relationship has been established between you and us. The use of the materials, products, and services is at your own risk. There is no guarantee or warranty for the advice or other information contained on any Programs, Products, Services, Materials, and/or Website.

Article 13 - MEDICAL DISCLAIMER:

The Programs, Products, Services, and Materials are not intended to be relied upon or perceived as medical advice. The information provided through our Programs, Products, Services, and Program Materials is not intended to be a substitute for professional medical advice, diagnosis, or treatment that can be provided by your physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, member of the clergy, or any other licensed or registered health care professional. It is important that you seek professional medical advice and not disregard it because of information you found in our programs, products, services, or materials. Don't stop taking any medications without consulting your physician, nurse practitioner, physician assistant, mental health provider, or other health care professional. Contact your health care provider immediately if you are experiencing medical or mental health concerns. In no way do we offer health care, medical, or nutrition therapy services or make any attempt to diagnose, treat, prevent, or treat any illness, mental condition, or disease. We do not offer any kind of medical, psychological, or religious advice.

Article 14 - LEGAL DISCLAIMER:

All of our Programs, Products, Services, and Materials should not be regarded as legal advice in any way. The information provided through our Programs, Products, Services, and Program Materials is not intended as a substitute for professional advice from your lawyer or attorney. We do not provide legal advice. Any questions and concerns you may have regarding your legal situation should be discussed with your lawyer or attorney. By using our Programs, Products, Services, and Materials, you agree that we are not responsible for your earnings, the success or failure of your business decisions, the increase or decrease of your finances, or any other result of any kind you may have as a result of the information presented to you. Your results are entirely your responsibility.

Article 15 - FINANCIAL AND EARNINGS DISCLAIMER:

Our Programs, Products, Services, and Materials are not intended to be construed as financial advice. Our Programs, Products, Services, and Materials are not intended to substitute for professional advice that can be provided by your accountant or financial advisor. We do not provide any financial advice. For all questions and concerns you may have about your specific financial situation, you should consult your accountant or financial advisor. Our products, services, and materials do not guarantee your earnings, the success or failure of your business decisions, the growth or decrease in your financial prospects, or any other result which may result from the information we provide you. Results are solely your responsibility.

Participation in any Program, Product, Service, Material you receive does not imply that you will receive any physical, emotional, spiritual, or mental health benefits, future income, expenses, sales volume, or potential profitability or loss. Through the use of our Programs, Products, Services, and Materials, we cannot and do not guarantee you will achieve a particular result, positive or negative, financial or otherwise, and you acknowledge and accept that results vary from person to person. In addition, we expressly disclaim responsibility for the choices, actions, results, use, misuse, or non-use of any information provided or obtained through any of our Programs, Products, Services, or Materials. You agree that the results you achieve are solely your own and that we cannot be held responsible.

Article 16 - LINKS TO THIRD PARTY SITES:

Some of our programs, products, services, and materials may contain links or pointers to other websites administered by third parties. Any link provided in our Programs, Products, Services, or Materials to any other website is for the convenience of our users and does not imply endorsement, sponsorship, or approval by us of that website or its owner. We do not endorse the views, opinions, facts, advice, or statements provided by external resources linked to our Website or its Content, nor are we responsible for their accuracy or reliability. Our website may contain links to other websites that may contain errors or omissions.

The contents of those websites are beyond our control and therefore we do not accept any responsibility for loss, damage, or other outcomes arising from your use of those websites. We cannot guarantee the accuracy, completeness, or utility of the content of any other website. It is your responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that you understand and agree with them. In addition, any purchases or use of our Programs, Products, Services, or Materials also constitutes implicit agreement to our entire [Disclaimer](#), which may be found on our Website.

Article 17 - AFFILIATE MARKETING & ADVERTISING:

With affiliate marketing, we collect a commission on goods or services that are sold on or through the Programs, Products, Services, Materials, and/or Website. Additionally, we may accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure complies with the Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements that may apply.

Article 18 - ERRORS AND OMISSIONS:

We make no warranty or guarantee regarding the accuracy, timeliness, performance, completeness, or suitability of any information in our Programs, Products, Services, and Materials. We strive to provide you with the most up-to-date, accurate information, but due to the dynamic nature of scientific research, we cannot guarantee the accuracy of our content. We are not liable for any inaccuracies or errors in this information to the fullest extent permitted by law.

Article 19 - INDEMNIFICATION:

You agree to defend and indemnify the Provider and any of our affiliates (if applicable), agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees and hold us harmless against all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your participation in the Programs, Products, Services, Materials and/or Website, your breach of this Agreement, or your conduct or actions. Our legal counsel will be selected by us, and we are free to participate in our defense if we so choose.

Article 20 - SPAM POLICY:

Spam activities, including the gathering of email addresses and personal information of others, or sending any mass commercial emails, are strictly prohibited on this site.

Article 21 - REFUND POLICY:

Providing you with excellent service, products, or programs is one of our main priorities. We however cannot offer refunds due to our extensive time, effort, preparation, and care that we put into creating and/or providing our Programs, Products, Services, and Materials. Our program, products, and services do not offer refunds, and we will not give refunds to you at any time unless otherwise required by law. You understand and agree that all sales are final and you will not be given a refund if you use or purchase any of our Programs, Products, Services, or Materials.

Article 22 - PURCHASES AND ONLINE COMMERCE:

Whether you pay by credit card, debit card, or online, you agree to allow us to charge your credit card, debit card, or online banking as payment for your Program, Product, or Service, for which an electronic receipt will be provided. If we do not receive payment by the due date, the Program, Product, or Services will not continue, and we reserve the right to terminate your access immediately and permanently. If you fail to make payment on time as per these Terms of Use or voluntarily decide to withdraw from our Programs, Products, and Services for any reason, no matter what, you will still be fully responsible for paying the full amount due for the Programs, Products, and Services.

You should be aware that any information you give us during the course of purchasing our Programs, Products, and Services, including your name, address, method of payment, credit card number, and billing information, may be collected by us and our payment processing partner.

Whenever you make a purchase, you agree that you will only use the name, address, method of payment, credit card number, and billing information of oneself or another person for whom you are legally entitled to do so or for whom you have obtained their explicit consent to use them. Whether you or someone representing you makes a purchase, you agree that you are financially responsible.

Programs, Products, Services, and Program Materials may be used only for legitimate, non-commercial purposes and not for speculative, false, fraudulent, or illegal purposes.

As you have agreed to our explicit and clear Refund Policy before purchasing any of our Programs, Products, or Services, we do not accept any types of chargeback threats or actual chargebacks. A chargeback on a purchase or a chargeback threat received during or after your purchase may be reported to all three credit reporting agencies or to any other entity to be included in any chargeback database. This might affect your credit report score. Among the information reported will be your name, email address, order date, order amount, and billing address. Users who wish to have a chargeback removed from our database must make a payment for the amount of the chargeback.

If you purchase from one of our affiliates, or any other individual or company through a link provided on or through our Programs, Products, or Services ("Merchant"), all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by the merchant and their payment processing company as well. Your participation, correspondence, or business dealings with any affiliate, individual, or company on or through our Programs, Products, or Services, and all terms, conditions, representations, or warranties associated with payment, refunds, and/or delivery are solely between you and the Merchant. It is understood that we are not responsible or liable for any loss, damage, refunds, or other matters of any kind incurred as a result of dealings with a Merchant. Merchants and payment processing companies may have privacy and data collection practices that differ from ours. We are not responsible or liable for the policies of these payment processing companies or merchants.

In addition, if you purchase our Programs, Products, or Services, you may be subject to further terms and conditions that are specific to your purchase, including those of a payment processing company, a Merchant, or us. Visit the Website of the Merchant to learn more about its terms and conditions or contact the Merchant directly. You release us, our affiliates, our payment processing company, and Merchants from any claims you may have regarding purchases made through or use of our Website or its content.

Article 23 - TERMINATION:

If you no longer wish to participate in our Programs, Products, or Services, please contact jen@thejenmoff.com. At any time we may limit or terminate your access to our Programs, Products, Services, or Materials, in full or in part, without notice, by sending you an e-mail to the e-mail address provided when you purchased the Program, Product, or Service. When either of us cancels or terminates, you have 24 hours to pay any balances you owe to us. Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs, Products, Services, and/or our Materials, including but not limited to our Website, private forum, e-mail communications, private groups, live webinars or conference calls, or any other method of communications related to our Programs, Products, Services or Materials at any time without notice and in our sole discretion. Even after termination by either you or us, all the terms of this Terms of Use, including copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, and our refund policy will still be applicable.

Article 24 - MODIFICATION & VARIATION:

We may modify this Agreement from time to time and without notice to you. We reserve the right to modify this Agreement or to revise any of its terms.

Unless prior versions are specifically referred to or included in the latest modification or variation of this Agreement, all modifications to this Agreement are in full force and effect immediately upon posting on the Website.

If any part of this Agreement is found to be unenforceable or invalid by any court of law, you agree that the prior, enforceable version of the Agreement shall remain valid until the court rules otherwise.

Article 25 - ENTIRE AGREEMENT:

The Agreement sets forth the entire understanding of the Parties concerning all Programs, Products, Services, Materials, and/or Website. As a result of this Agreement, all previous or contemporaneous agreements or understandings are superseded and replaced.

Article 26 - SERVICE INTERRUPTIONS:

It is possible that we may have to temporarily interrupt your access to the Programs, Products, Services, Materials, and/or Website to perform maintenance or emergency services. If Programs, Products, Services, Materials, and/or Website are unavailable, for whatever reason, you agree that we shall not be responsible for any damage or loss caused as a result of such downtime.

Article 27 - TERM, TERMINATION & SUSPENSION:

With or without cause, we can terminate this Agreement with you at any time. Our rights to terminate this Agreement are explicitly reserved if you violate any of its terms, including, but not limited to, violating any of our or third parties intellectual property rights, failing to comply with applicable laws or other legal obligations, or publishing or distributing prohibited materials.

Alternatively, you can contact us at any time and request termination. At the termination of this Agreement, all provisions that are expected to survive termination will remain in full force and effect.

If you terminate this agreement you will not be entitled to any refunds.

Article 28 - NO WARRANTIES:

Your participation in the Programs, Products, Services, Materials, and/or use of this Website is at your sole and exclusive risk. Any Services provided by us are provided on an "as is" basis.

All implied warranties of any kind are disclaimed, including, without limitation, the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. Our Programs, Products, Services, Materials, and/or Website do not guarantee your satisfaction or that your use of these Programs, Products, Services, Materials, and/or Website will be uninterrupted or error-free. Additionally, we make no warranties regarding the reliability and accuracy of any information contained within the Programs, Products, Services, and/or Materials. As a participant in Programs, Products, Services, Materials, and/or the Website, you acknowledge that any damage you might suffer is solely your responsibility and that we are not liable for any such damages.

Article 29 - LIMITATION ON LIABILITY:

To the fullest extent permitted by law, we are not responsible for any damages caused by your participation in our Programs, Products, Services, Materials, and/or Website. This includes accidents, delays, injuries, harm loss, damage, death, lost profits, personal or business interruptions, misapplication or information, physical or mental disease, condition or issue or otherwise, due to any act or default of anyone or any business affiliated with us. We do not assume any liability for our employees, agents, joint venture partners, contractors, vendors, affiliates, or anyone else who renders our programs, products, services, or materials to you. In addition to any other claims by you, this section applies to any and all sales loss claims, consequential damages, negligence, strict liability, fraud, and other tort claims.

Article 30 - DISPUTE RESOLUTION AND ARBITRATION:

Whenever there is a dispute between the Parties regarding or arising out of this Agreement, the Parties shall first make good faith efforts to resolve the dispute personally. If these attempts at personal resolution fail, the Parties may then submit the dispute to binding arbitration. Mediation will take place in Middlesex county. The arbitration will be conducted by a single arbitrator, and such an arbitrator shall not be permitted to add Parties, vary provisions of the Agreement, award punitive damages, or certify a class. The arbitrator will be bound by the law of Massachusetts as well as Federal law. Parties are responsible for their own fees and costs. Among the types of claims that may be arbitrated under this section are: contract claims, tort claims, claims based on Federal or State law, and claims based on local laws, ordinances, statutes, or regulations. Any intellectual property claims by us will not be arbitrated and can, as an exception to this sub-part, be litigated. The Parties agree with the provisions of this subpart that they waive any right to a jury trial concerning arbitral claims.

Now you understand and agree that the only remedy you can receive through arbitration is to receive a full refund of all payments made to date. Other actions or financial awards of consequential damages, or any other form of damages, are not permitted. Our mutual agreement now rests upon the arbitrator's final and binding decision, which may be entered into any court having appropriate jurisdiction.

You also understand and agree that the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Programs, Products, Services, Materials. Where requested by lay or arbitration sale course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

Article 31 - GENERAL PROVISIONS:

A) LANGUAGE: All communications and notices were given to each other under this Agreement shall be in English.

B) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Programs, Products, Services, or Materials and your use of the Website, you agree that the laws of Massachusetts shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and us, except for its conflict of law provisions. Should any litigation under this Agreement be initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts located within Middlesex County, Massachusetts. It has been agreed by the parties that the choice of law, venue, and jurisdiction provision is mandatory, rather than permissive. Any objection to the venue must be waived, including reliance on the doctrine of forum inconvenient or a similar doctrine.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or in part. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by Provider, the rights and liabilities of Provider will bind and inure to any assignees, administrators, successors, and executors.

D) SEVERABILITY: If any part or sub-part of this Agreement is found to be invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent permitted by law. As a result, the remainder of this Agreement shall remain in full force and effect.

E) NO WAIVER: Should we fail to enforce any provision of this Agreement, this shall not constitute a waiver of future enforcement of that provision. If any part or sub-part of this Agreement is waived, it will not constitute a waiver of any other part or sub-part.

F) HEADINGS ONLY FOR CONVENIENCE: The headings in this agreement are for organizational and convenience purposes only. Headings shall not affect the meaning of any of the provisions of this Agreement.

4) NO AGENCY, PARTNERSHIP, OR JOINT VENTURE: As a result of this Agreement, neither party has created any agency, partnership, or joint venture. No Party has the authority to bind the other to third parties.

h) FORCE MAJEURE: We are not responsible for failures due to causes beyond our reasonable control, such as acts of God, acts of civil authorities or military authorities, riots, embargoes, acts of nature, natural disasters, and other unreasonable circumstances.

A) ELECTRONIC COMMUNICATIONS PERMITTED: Both parties are permitted to exchange electronic communications, including email. Questions or concerns may be sent to jen@thejenmoff.com.