TERMS & CONDITIONS

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Use of Website

A. To access or use our Website, you must be 18 years or older and have the requisite mental capacity to enter into these Terms & Conditions. By using this Website, you represent that you are at least 18 years old, and that you agree to be bound by these terms and conditions. Any use of this website by anyone under 18 constitutes an unauthorized use and a violation of these terms and conditions; we do not authorize use of this Website by anyone under 18.
B. Please note these Terms & Conditions may be subject to changes or updates at any time, and Website may not provide notice of such changes or updates. We reserve our right to make any changes or updates at any time, and the burden is on the user to routinely check these Terms & Conditions for updates. By continuing to use our Website and the content we produce, you confirm you agree to be bound by the Terms & Conditions as they appear, whether or not you have read them. If you are not in agreement with these Terms & Conditions, please do not use our Website or any of the Content that appears thereon.
C. If you purchase a **Program, Product, or Service** from us, you will also enter into one or more separate agreements with us, and are subject to the terms outlined in the Terms of Use associated with the program purchased, which shall prevail in the event of a conflict or issue. All online purchases through us carry additional Terms of Use relating to the product being purchased, with your purchase of the product or service constituting acceptance and agreement to adhere to these additional terms. All private coaching packages require signature of an additional Agreement outlining the terms and guidelines therein as well.

Intellectual Property Rights

A. This website contains original work that has been created with creativity, originality, dedication, care, detail, planning, and creative thinking. This collection of work is considered intellectual property created and owned by Aaron & Dana Olson LLC, and is protected under Federal Intellectual Property Laws, which prevents unauthorized use of our materials. These materials may include, but are not limited to: trademarked and copyrighted material, as well as any and all original works on our Website and within the content provided, including but not limited to website design, layout, photographs, graphics, words, content, information, documents, data, our logo, artwork, color scheme, branding and/or placement of same on Website, to the extent protectable, and any and all other information accessible through this Website, which constitutes proprietary information. This protection also includes any and all content that appears on the Website, including blog posts, program names, and any other text whether or not authored by us. All proprietary information and content hereinafter identified as ("Content").
B. You understand and acknowledge you will likely be in violation of these Intellectual Property laws should you copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property on the Website, without our express written consent. If such behavior is discovered or suspected, we reserve the right to immediately revoke your access to our Website, as well as any program or materials you may have purchased, without refund, and reserve the right to prosecute any

actionable infringement or misuse to the full extent of the law.

C. **Licensee / Licensor Rights: Our Limited License to You**
    a. Your ability to view Content on our Website grants you a limited, revocable, non-transferrable license to use the information available to you for your personal, non-commercial use only. Should you decide to purchase a product, package, or service from our Website, you will also be granted a limited license to use the information contained therein, as outlined in the Terms of Use or Client Agreement associated with each product or service available for purchase.
    b. **As a licensee, you understand and agree that you will not:**
        i. Copy, edit, distribute, duplicate or steal any information on our Website, or any Content therein, including that which has been posted by a third party, whether or not you have purchased the information.
        ii. Use, post, distribute, copy, steal or otherwise use any portion of our Website, including content or products, without express, written permission provided by Aa and understand that any such use may constitute infringement, which may give rise to a cause of action against you.
        iii. Hold any of our Content out to be your own, and understand that doing so constitutes stealing and is a violation of our intellectual property rights.
        iv. Share purchased materials, information, content with others who have not purchased them.
        v. Use any portion of our Website, including all Content, information, and purchased materials, in any commercial manner such that you make, may make, or intend to make a profit from it.
        vi. You further acknowledge and understand that any such actions including but not limited to those outlined above will likely constitutes infringement and/or theft of our work, and a violation of these Terms and Conditions and United States Federal laws, and we reserve the right to prosecute this infringement to the full extent of the law.
        vii. Any requests for written permission to use any content posted on our Website shall be made before you wish to use any such content, and may be made by sending an email with your written request to support@aaronanddana.com.

D. **Licensee / Licensor Rights: Your License to Us**
    a. You may be able to post your original content to our Website, including but not limited to blog comments, testimonials, or photos. You may also have the opportunity to respond to generated emails with comments or feedback, comment on a social media live stream, webinar, or any other medium where content is distributed in a manner that allows for participation or feedback. By posting any sort of information, you represent you are the owner of anything you post, and are at least 18 years of age.
    b. When you submit or post any such information, you also agree and understand that you are assigning and/or licensing us and anyone else authorized by us, the irrevocable, unlimited, royalty-free, perpetual, non-exclusive, unrestrictive, worldwide license to use, distribute, sell, copy, edit, exploit, or otherwise publicly disseminate any information or content you post, in whole or in part, with or without identifying you as the author of the original post or comment. If we so choose to identify you, you also grant us the right to identify you as the author of any comments, posts, or the like by name, email address, screen name, or any other reasonable manner of identification.
    c. You agree you are wholly assigning any intellectual property ownership rights to us by your action and decision to post on our Website, or otherwise provide us with content, with access to our

Website constituting good and valuable consideration in exchange for these intellectual property rights. You understand that should any of your comments or posts be used, in whole or in part, you are not entitled to any payment and will not request any form of payment or favorable treatment in return.

d. **Testimonials:** Our Website may feature testimonials from clients, in order to provide readers with comments, feedback, and information from others' experiences with our services, website and products. While all information, photos, and quotes used are from actual clients, sharing their real, honest opinions of our website and services, these testimonials are not to be considered as a guarantee that current or future clients will experience the same results, or a guarantee that all clients will have the same experience. You understand and agree that by reading a featured testimonial on our Website, you do not expect the same results, and understand this information is not a guarantee. You also understand and agree that the individuals featured may have different medical history and health status, and what worked for them may not work for you; you agree to use common sense, and consult your personal medical provider before beginning any program we offer, and/or before implementing any information found on Website.

Your Conduct

A. Should you choose to post anything on our Website, social media pages, webinars, or otherwise, you are hereby agreeing and acknowledging you will not post anything that could harm us or another user, or include anything defamatory, harmful, hurtful, or otherwise upsetting. You understand that if you make the decision to post content that constitutes cyber bulling, your comments will be removed immediately, and we reserve our right to take action against you to the full extent of applicable laws.
B. You may use our Website for lawful purposes only, and agree you will not post, comment, or otherwise transmit any content which infringes the rights of another, and agree to hold us harmless should you do so. You also agree and understand you are not to post any content which would constitute a criminal offense, use the Website or content for fraudulent or unlawful purposes, create civil liability, is repugnant, constitutes a violation of another's intellectual property rights, is vulgar or obscene in any way, or is otherwise objectionable. You agree that we are the sole decider in whether content you post is objectionable, and have the unilateral right to remove any content you post, without explanation or ramifications. You also understand that we may be obligated to take further legal action, based upon information you post, and reserve our right to do so. Should a third party choose to take legal action against you, as a result of something you posted on our Website, you agree to hold us harmless and fully indemnify us of any legal ramifications or actions.

Use of Free Materials or Content

A. At times you may be offered a free download or printable, as a gift or opt-in offer, in exchange for your name and email address. Should you choose to download or print this material, you understand this is to be used for your personal, non-commercial use only, and is not to be copied, edited, distributed, or otherwise shared in any way other than in its original form. Should you choose to share the material, you agree and understand that you will provide Aaron & Dana Olson LLC credit, will not hold the material to be your own, or otherwise attempt to make any sort of gain (financial or otherwise), from our materials.

Disclaimer

A. The purpose of this Website is solely to provide educational information to those wishing to view it. Any Content on this Website, or Content you receive because of your decision to opt-in to our email list has been created solely for educational and informational purposes. We cannot and do not guarantee any type of specific results, outcomes, changes, or gains through use of our Website, programs, or packages contained therein, whether legal, financial, medical, or otherwise, nor are we making any guarantees regarding the success of your business, any coaching program, or any results stemming therefrom. You understand and agree to this, and you acknowledge that your use of any information contained herein is purely voluntary.
B. You also understand and acknowledge that I am not a doctor, lawyer, therapist, psychic, accountant, nurse, counselor or any other medical professional, nor do I hold myself out to be. Nothing contained on this Website or within any product or service found herein is intended to take the place of a consultation with any such professional.
C. You understand and agree that our Website and the Content and Products produced are not to be relied upon in any way as medical, legal, financial, or business advice. Nothing on this Website, in our products, nor anything distributed via email is intended to take the place of professional advice received via a consultation with a doctor, nurse, lawyer, accountant, therapist, financial advisor, business consultant, or other expert regarding the details of your specific business or life. You are encouraged to consult with your own professionals for any questions you may have regarding your particular business or situation regarding legal, business, medical, or financial questions, or any similar professional that may address your own individual situation.
D. Your decision to visit our Website, use information contained herein, and purchase products we offer is purely voluntary, and you understand we are not responsible or liable for any harm or damage to you or your business resulting from direct or indirect use of materials or content contained on our Website. You agree to hold Aaron & Dana Olson LLC harmless from any damages directly or indirectly resulting from your use of Content or products/services on our Website or distributed through email, and agree you will not make any claims against us or the company herein.

Technology Disclaimer

A. By using our Website, you understand and agree that Aaron & Dana Olson LLC makes no guarantees or warranties regarding the condition of Website, including functionality, existence of viruses or other components that may harm users' computers, uninterrupted use, constant access and availability, and the like.
B. We will make every effort to make our Website available to you at all times; however, from time to time the Website may be down for maintenance, repairs, as a result of "crashing" or overuse, or any other reason, known or unknown to you, and you agree and understand that this may occur without explanation. Should this occur, you understand, agree, and acknowledge we are not liable for any damages, losses, interruption in your business, or other inconvenience sustained by you as a direct or indirect result of the unavailability of our Website. We do not owe you an explanation, refund, or any reimbursement, nor do we have any obligation to you to continue running our Website, and you agree to simply check our Website at a later date to confirm when it has been relaunched.
C. We may also make the unilateral decision to change or discontinue all or part of our Website, its Content, or any portion thereof without notice before or after, and such Content may thereafter be unavailable. The Website and any and all content and products made available are offered on an "as is" basis, with no

additional attachment or warranties therein. You understand and agree we are not obligated to you to continue running all or part of our Website or any content therein, or any particular products being offered for sale, nor shall we be liable for any harm to your business or personal self as a direct or indirect result of a decision to alter, remove, or change Content without notice.

Information You Provide

A. In order to gain access to our email list, you may be required to provide information about yourself, including your name, email address, and other personal information. In order to purchase products or services, you will also be required to submit payment information and a billing address, and you may be asked to create a username and password to gain access to your purchased materials. Please note you are responsible for keeping track of your username and password, and you understand that you bear the consequences should you choose to share this confidential information with anyone.
B. You acknowledge and understand that any information provided to us is done so on a purely voluntary basis. By choosing to provide us with this information, you agree and represent that any information provided to us through the Website or a third-party payment processor will be accurate and current, and belong to you. You understand you may not hold yourself out as someone else or use anyone else's information, and you agree to bear the consequences should you use anyone else's information as your own.
C. You also agree that you are to remain financially responsible for any purchases made through our Website by you, or by another person acting on your behalf, regardless of the information provided at checkout. Should information become available at a later date confirming you performed unauthorized use of a credit card or other payment information belonging to someone other than yourself, you understand and agree that you alone remain financially responsible for purchases made through our Website.

Online Purchases

A. You understand that should you elect to make a payment through our website, information obtained during your purchase, including name, address, credit card information, method of payment, billing information, and other personally identifiable information may be collected by us, as well as our payment processing company.
B. You also understand and agree that any information provided by you is true and accurate, to be relied upon by us and our team in processing payment and delivering our products to you. Should your payment fail to process, we reserve the right to withhold the purchased product from you unless and until payment is properly rendered.
C. **Limitations of Liability:** We will take reasonable precautions and measures to keep this information private. While we will attempt to monitor and resist any third party hacking or third party ability to gain access to confidential information held by us, you agree and understand we are not liable for any unauthorized access to or use of your information or property, regardless of negligence, failures, tort, breach of implied or express contract, or any other causes of action or legal theories of liability, even if such theories could have been foreseeable or preventable, or if we were made aware of such a possibility. Our limitations of liability extend to the fullest possible extent permitted by law, and in no event shall total liability exceed $500 to any one person or collective plaintiffs.
D. You also acknowledge and agree that we have no responsibility or liability for policies of third party payment processing companies we select and use to facilitate purchases through our Website. When you make a purchase on our Website, please note you may also be subject to the terms and conditions, policies, and/or

guidelines of the payment processing company, in addition to ours. For more information, we encourage you to visit the website of the payment processing company, and read their policies and terms and conditions as well. You agree to release us as well as the payment processing company we choose from any damages you incur as a result of this process, and agree not to file or assert any claims against us or the payment processing company arising from your purchase of a product through our Website.

Indemnification

A. You agree at all times to defend, fully indemnify and hold Aaron & Dana Olson LLC and any affiliates, agents, team members or other party associated with us from any causes of action, damages, losses, costs, expenses incurred as a result of your use of our Website or any products or services contained therein, as well as any third party claims of any kind (including attorney's fees) arising from your actions in relation to our Website or any breach by you of any such conditions outlined herein. Should we be required to defend ourselves in any action directly or indirectly involving you, or an action where we decide your participation or assistance would benefit our defense, you agree to participate and provide any evidence, documents, testimony, or other information deemed useful by us, free of charge.
B. We will attempt to monitor any comments and posts made by third parties and users as often as possible. Should you, as a user of our Website, see anything objectionable or offensive posted by a third party, you agree to (1) notify us of the material, and (2) agree not to take any action against us based upon the content posted by the third party. You understand we cannot be responsible for material posted by a user without our control, and you agree to release us of any and all claims arising therefrom.
C. Should you choose to utilize information offered on our website, whether free or for purchase, you understand that we are not liable to any party, for any damages – whether direct, indirect, consequential, foreseeable, incidental or otherwise – stemming or perceived to stem from use of or reliance upon any information contained or found on our Website, or from products or services purchased therefrom. You also understand and agree that we are not liable for any damages incurring as a result of your reliance or use of information on our Website written by a third party, whether endorsed or not by us, and you agree to release us from any and all claims stemming from, or perceived to stem from, reliance on information contained on our Website.

Limitation of Liability

A. You understand and agree that the information offered via Website is general information that may not be suitable for all persons, businesses, locations, countries, or persons in specific situations. You understand that your decision to use any information or purchase any products or services offered on our Website is purely voluntary. Should you choose to purchase products or services via our Website, you understand and agree that we may not know your personal and specific situation in full, and have no way of knowing of a program's specific applicability to your life or business. You agree and understand you will hold us harmless from any direct or indirect, perceived or actual damages or harm to your person or business as a result of choosing to utilize information found on or purchased from our Website. We are not responsible for any result stemming from your decision to use information provided by us, nor are we responsible for your mental or physical health, income, finances, earnings, business, clientele, client base, or any other result, and you agree we are not liable for any such damages or losses incurring therefrom.
B. You understand and agree that Aaron & Dana Olson LLC is not to be held liable for any type of direct or indirect damages arising out of your use of our Website, any information contained herein, any injuries

sustained or medical ailments that arose as a direct or indirect cause of implementing information found on Website, or any products or services purchased therefrom, including but not limited to general, specific, incidental, consequential, punitive, or special damages. You also agree that we are not liable or responsible in any way for any loss incurred by you or your business, including revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our Website, technical glitch or failure, defect or delay, or any other similar issue. You agree that your decision to use our Website is wholly at your own risk and voluntarily chosen by you, and any ramifications resulting therefrom are yours alone.

C. You also understand and agree that we make no warranties, express or implied, and hereby renounce any such warranties, guarantees, or representations with respect to any portion of our Website, the content herein, content distributed through email lists, social media, via webinars, or that which is made available through purchase via our membership site. By use of the Website, you agree and understand that use of content and information found herein is to be used at your own risk, with no guarantees, representations, or warranties regarding fitness for particular purpose, accuracy, or otherwise.

Release of Claims

A. You also agree that under no circumstances will we be liable to any party for any type of damages resulting or claiming to result from any use of or reliance on our Website or any information or Content found therein, and you hereby release us from any and all claims whether known now or discovered in the future.

Termination

A. You agree and understand we have the right to refuse or immediately terminate your access to our Website at any time, for any reason, with or without notice. Should this occur, we do not owe you an explanation, nor is this decision subject to any appeals or legal action. If you made any purchases and we determine you are entitled to receive or allowed continued use of the purchased information, we will make this information available to you in a way we see fit, which you agree will be satisfactory to you.

Dispute Resolution

A. These Terms and Conditions shall be governed by the laws of the state of Utah. Should any dispute arise, you agree to resolve any claim or controversy arising out of or relating to these Terms and Conditions by Arbitration and/or a suitable Alternative Dispute Resolution in Park City, Utah regardless of your location, and agree to be bound by the decision(s) of the selected Mediator. You also agree to participate in good faith in the mediation process, with failure to do so creating our right to pursue any other available legal remedies, including but not limited to alternate forms of dispute resolution or litigation.

B. Should an arbitrator determine any portion of these Terms and Conditions is invalid or otherwise unenforceable, you agree all remaining portions of these Terms and Conditions shall remain valid and unaffected by the removal of any portion of these Terms and Conditions.

C. These Terms and Conditions constitute the entire agreement between us with respect to your use of our Website, content, and products, and supersedes any other agreement, with the exception of any separate agreements, including Terms of Use, entered into by virtue of your decision to purchase any products available on our Website. Nothing on our Website nor any communications between us is to be construed as a waiver of any of the above, nor shall we have waived any portion of these Terms and Conditions absent

express, written information by us expressly stating otherwise.

Should you have any questions with respect to any of the foregoing, please contact us at support@aaronanddana.com.