

The Laso Corporation

TERMS AND CONDITIONS OF USE

PLEASE NOTE THAT THIS AGREEMENT HAS SPECIFIC TERMS REGARDING EU/EEA/UK RIGHTS OF WITHDRAWAL. PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT ACKNOWLEDGE THESE TERMS AND DO NOT ACCESS OUR WEBSITE, PROGRAMS OR CONTENT.

Please read these Terms and Conditions of Use (“**TOU**”) carefully. You must agree to these TOU before you are permitted to use any The Laso Corporation (aka InspiHER Tech) digital or downloadable resources, podcast, online course, one-on-one or group coaching, class, program, workshop, or training, enter any member portal(s) or online private forums operated by The Laso Corporation (aka InspiHER Tech)(for any purpose), whether on a website hosted by Stacey Smith Coaching, LLC, including <https://staceyboehman.com> (“**Website**”), or a third-party website such as an online course platform or Facebook.com, participate in any events or challenges, whether live or virtual, and/or purchase or take part in any future service or activity offered by Stacey Smith Coaching, LLC, whether now known or unknown (collectively the “**Program**”).

If you do not agree with these TOU, you may not use the Program or Website.

As used in these TOU, the term “**Releasees**” is defined to include the following: (i) Stacey Smith Coaching, LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors, and assigns (collectively, the “**Company**”); (ii) any Company volunteers; and (iii) Stacey Boehman.

1. The Program

As part of the Program you select at checkout, you will receive the services outlined on the web page where you registered. The Company reserves, in its sole right and discretion, the right to adjust the Program, including the services and/or pricing at any time. Except as otherwise expressly provided for in these TOU, any modification to the Program will take effect following notice to you.

All or part of your Program may only be available for a limited time. Please make sure you access and complete all parts of your Program during the dates it is provided. Refunds will not be provided for any part of the Program that you do not complete during the limited time it is offered.

If you register for the Program, you understand and agree that you may be coached by Stacey Boehman, guest coaches, and/or your peers that are also participating in the

Program. In the event Stacey Boehman is not in attendance for a group meeting for any reason including, but not limited to, illness, injury, pregnancy, or any other unforeseen circumstance(s), the Company may, in its sole right and discretion, designate a qualified host of Company's choosing to carry out the meeting.

Please note that if you disagree with the Company's designated choice of host in the event Stacey Boehman is unavailable for the Program meeting, no grounds to receive a refund will be created, and any request for a refund on this basis shall be denied.

2. Participants

The Program and Website are intended and only suitable for individuals aged eighteen (18) and above. Some of the content in the Program and on the Website may not be appropriate for children. Children under the age of eighteen (18) are not permitted to use the Program or Website. The Company hereby disclaims all liability for use by individuals under the age of eighteen (18).

If you wish to participate in another session of the Program in the future or purchase any other products, programs or services from the Company, all terms of these TOU will continue to apply unless superseded by another agreement in writing.

3. Application Process and Fees

In order to participate in Company Programs, you may be asked to complete and submit an application that may include an application fee.

In the event you are *not* accepted, the Company will issue you a refund of your Application Fee, as outlined in the Refund Policies section of these TOU. If you are accepted, the balance of the program fee will be due immediately and no refunds will be provided.

You agree that all of the information submitted on your application will be accurate, correct and up to date. Applications will be evaluated by the Company, and the Company reserves the right to deny entrance into the Program to any applicant that is deemed unqualified for any reason, at the Company's sole and absolute discretion. In some circumstances, the Company may also accept applicants who do not meet all of a Program's minimum requirements, which does not void these TOU or entitle the applicant to a refund.

4. Payment

You agree to the fees and payment schedule for the Program you selected at checkout.

If paying by debit card or credit card, you give the Company permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

Unless stated otherwise, payment in full is required before you are permitted to participate in any Program. If payment is not received when due, the Company reserves the right to terminate your access to the Program and all Content immediately and permanently.

If you fail to make any payment in a timely manner (on the date the payment is due) or voluntarily withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program and all payments in any payment plan you have chosen, unless otherwise mentioned within these TOU.

The Company reserves the right to charge a late fee on all balances more than 30 days overdue. You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

5. Refund Policies

In the event you are ***not accepted*** into any of the Company's programs for which you paid and application fee, the Company will issue you a full refund of your Application Fee.

In all other cases, the Company has a no refund policy. Unless otherwise provided by law, you acknowledge that the Company does not offer refunds for any portion of your payment for the Program, and no refunds will be provided to you at any time. By using and/or purchasing the Program, you understand and agree that, unless you are not accepted into the Program, all sales are final and no refunds will be provided.

If you are located outside of the United States, the Company agrees to provide a cooling-off period and will honor your right of withdrawal as required by law.

Any deviation by the Company from these policies, as determined in the Company's sole discretion, does not constitute a waiver of these policies and you will not be entitled to a refund on that basis.

The Company reserves the right, in its sole discretion, to determine how to manage a participant who violates these TOU. Therefore, if a participant disagrees with how the

Company manages another participant and requests a refund, the Company will deny such request.

Furthermore, if a participant violates these TOU, the Company reserves the right, in its sole discretion, to offer the participant another opportunity to abide by these TOU. If a participant disagrees with the Company offering another participant a second opportunity to follow these terms, no grounds for a participant to receive a refund would be created, and any request for a refund on this basis shall be denied.

If, in the Company's sole right and discretion, you persist with behaviors or actions that violate these TOU, the Company may terminate your access and participation in the Program without notice and without refund.

Since we have a clear and explicit refund policy in these TOU that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. In the event that a chargeback is placed on a purchase, or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

6. European (EU/EEA/UK) Participants' Right Of Withdrawal

If you have a right of withdrawal under the relevant laws in your country including any applicable European Union laws, then:

- You have a right of withdrawal for a period of fourteen (14) days from acknowledging these TOU. You may withdraw these TOU with the Company for the services part of the Program, without giving any reason, and without incurring any costs other than those provided for in this paragraph.
- The withdrawal period will expire after fourteen (14) days from the day these TOU are acknowledged. However, you do not have a right of withdrawal a) if the Program services under these TOU have already been fully performed with your prior express consent and with your acknowledgement that you will lose your right of withdrawal once the Program services have been performed by us or b) if you have started the Program, with your prior express consent and your acknowledgement that you will lose your right of withdrawal upon beginning use of the Program services.

- If your circumstances do not fall into ‘a’ or ‘b’ mentioned above, and you exercise your right of withdrawal by providing to Company an unequivocal statement (detailed below) within the fourteen (14) day time period, Company shall reimburse to you a partial refund (50%) of payments received from you, no later than fourteen (14) days from the day on which Company is informed of your decision to rescind this TOU in accordance with this paragraph. Company will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event you do not incur any fees as a result of such reimbursement.
- To exercise the right of withdrawal, you should inform Company of your decision to withdraw by an unequivocal statement (e.g., a letter sent by post or by submitting a request to support@inspiHERtech.com.. You may use the below model form, but it is not obligatory.

Model Withdrawal Form (complete and return this form only if you wish to withdraw from our contract)

- To The Laso Corporation (InspiHER Tech:
- I [*your name*] hereby give notice that I [*your name*] withdraw from my participation in [*insert program name*] that I purchased on [*insert date*]. I also withdraw from the Terms and Conditions Agreement that I acknowledged when registering for [*insert program name*],
- Acknowledged on [*insert date*] / Received on [*insert date*],
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (physical or electronic),
- Date
- You may send an unequivocal statement to Company to support@inspiHERtech.com. You shall have exercised your right of withdrawal within the fourteen (14) day withdrawal period if the communication is sent by you before that period has expired. The exercise of the right of withdrawal shall terminate the obligations of you and the Company to perform these TOU and you will not be afforded the opportunity to enroll or participate in any Program in the

future. If you exercise your right of withdrawal, any ancillary contracts shall be automatically terminated.

- The burden of proof of exercising the right of withdrawal in accordance with this clause shall be on you. Except as provided for in this clause, you shall not incur any liability as a consequence of the exercise of the right of withdrawal.

7. Guest Coaches and Coach Substitutes

The Company may have guests and/or coach substitutes participate and coach the Program. The Company, in its sole right and discretion, reserves the right to assign any and all duties, responsibilities, and obligations under the terms of these TOU, at any time, to any qualified third party of the Company's choosing, to deliver, administer, and carry out the Program, without providing advanced notice nor needing consent from any participant.

If a participant disagrees with or fails to consider Company's guests or coach substitute as qualified, no grounds to receive a refund are created, and any request for a refund on this basis shall be denied.

8. Intellectual Property Rights

A. Ownership of the Content

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Program, contained in e-mails sent to you by the Company, or provided at in-person events by the Company, as well as the look and feel of all of the foregoing ("**the Content**") is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

B. The Company's Limited License to You

If you view, purchase, or access the Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

This means you may view, download, print, email and use one copy of individual pages of the Program and Content for your own personal purposes or your own internal business use only.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, your clients, or customers, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third-party money (other than by applying them internally in your own business). By downloading, printing, or otherwise using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

You must receive the Company's written permission before using any of the Program or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the Program or Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

All rights not expressly granted in these terms or any express written license, are reserved by the Company.

C. Recorded Coaching Calls and Live Events

The Company's coaching calls and live events *will* be recorded and may be made available to Program participants.

However, in the Company's sole right and discretion, the Company may refuse to present or provide any Program participant with the live coaching call and live event recordings. The Company's potential changes referenced above do not pose as grounds for a participant to receive a refund and any request for a refund on this basis will be denied.

Recorded live coaching calls and live event recordings are considered Content and therefore, may not be downloaded, shared, displayed, distributed, copied, sold, duplicated, reproduced, used, or republished.

D. Unauthorized Use

Your use of any materials found in Program or Content other than that expressly authorized in this TOU or by a separate written assignment, is not permitted ("Unauthorized Use"). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of Five Thousand Dollars (\$5,000.00) if you did not pay fees for the Program, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in this TOU would cause irreparable injury to the Company that may not be adequately compensated by damages, entitling the Company to obtain injunctive relief, without bond, in addition to all legal remedies.

F. Your License to the Company; Use in Testimonials and Marketing.

By posting or submitting any material during the Program such as comments, posts, photos, designs, graphics, images or videos or other contributions, you are representing to the Company that you are the owner of all such materials, and you are at least eighteen (18) years old. You are also granting the Company, and anyone authorized by the Company, 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 your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting the Company the right to make it part of the Company's current or future Program and Content. This right includes granting the Company proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by the Company to you. You acknowledge that the Company has the right but not the obligation to use any contributions from you and that the Company may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during the Program that may contain you, your voice and/or your likeness. In the Company's sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to the Company or created by the Company in connection with your participation in any Program, without compensation to you at any time, now or at any time in the future.

You also grant the Company, and anyone authorized by the Company, the right to use your likeness and identify you as the author and individual depicted in any comments, posts, photos, images, videos, or other contributions created by you or the Company, or by name, email address, or screen name, for any purposes, including commercial purposes and advertising. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

This means you give the Company permission to use anything you submit or post in the Program or any third-party forum or website operated by the Company, or anything

captured by you or the Company during your participation in the Program, including images in which your face is visible and recognizable or your full name.

E. Request for Permission to Use the Content

If you wish to use any of the Content, or any other intellectual property or property belonging to the Company, you should request permission in writing BEFORE you use the Content through the support form on our [Website](#).

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from the Company, and you consent to immediately stop using such Content and to take whatever actions as the Company may request and by the methods and in the time frame that the Company prescribes to protect its intellectual property and ownership rights in the Program and Content.

9. Coach/Client Relationship and Responsibilities of The Parties

The coaching relationship is co-creative, meaning that the coaches and you are equal partners in the coaching process.

A. The Company's Responsibilities:

- The Company's coaches and guests are trained to use their communication skills and coaching tools to support you throughout the Program.
- The Company's coaches and guests will provide guidance to you based on information you provide.
- The Company's coaches and guests will answer questions through whatever forum the Company provides for the Program, which may include the Facebook group and live group coaching calls on Zoom or Facebook Live; replays may be made available if you are not available to attend live.

B. Your Responsibilities for Best Results:

- Watch and/or listen to all video content provided on the Website and complete all worksheets assigned during the Program, at your own pace.
- Attend live private and/or group coaching calls.
- Participate, engage, and ask for coaching and help in the Company's private Facebook group and/or via email at hello@inspiHERtech.com

- Attend live in-person events, if applicable.
- You agree that your relationship with the Company is that of a coach-client relationship and that no other professional relationship has been established.
- You agree that coaching is not to be used as a substitute for professional advice of any kind, including medical, mental, or other qualified professional help and you agree to seek professional guidance for such matters, should they arise, independent of the coaching relationship.

10. Your Conduct

The Program is a “pitch free zone.” You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Program participants to join, “shadow” groups on social media or any other platform, or in-person meetups, based on interests or locality. You agree you will not invite Program participants to participate in events, such as a meetup, seminar, mastermind, or program, without first receiving approval from the Company. You agree not to market, promote, or sell products or services such as coaching services and/or programs, coaching masterminds, online programs, live-events, or other products or services to Program participants, unless you are authorized or requested to do so by the Company.

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company’s website or in any third-party forums operated by the Company may become public.

You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on the Company’s website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory, or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

You are strictly forbidden from the following:

- Harassing, fighting with, or being disrespectful to the Company or other Program participants

- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent, or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send, or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Using any Company website or private membership forum or third-party forums operated by Company, to take pictures and/or screenshots of comments, posts, pictures, materials, or any other content posted and/or shared by Company and/ or participants without receiving their advance permission
- Sharing any private and proprietary information, screen shots, comments, posts, pictures, materials, or any other content posted and/or shared from other participants, with the public or with anyone who is not a participant on or in any Company website, private membership or third-party forums operated by Company.
- Using discriminatory speech, hate speech, comments, or actions against another participant based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels

If, in the Company's sole discretion, your conduct violates these TOU in any way, you agree that the Company may immediately and permanently terminate your participation in the Program and your access to the Content without refund.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Website and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Website or any third-party forums operated by the Company. The Company shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the Website and any third-party forums operated by the Company.

11. Community Guidelines

The Company has created a community that is a safe and judgment-free space for connection, conversation, learning, and growth. Within the Company's community is the baseline expectation that all participants will treat one another with respect while bringing encouragement and consideration to all participants.

The Company's community guidelines are as follows:

A. The Company's Program promotes diversity amongst its participants. Therefore, the Company encourages all participants to connect with one another and to learn about one another's background, interests, hobbies, and points of view. The Company does not tolerate nor support any participant's discriminatory speech, hate speech, comments, or actions against another participant based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels.

B. The Company does its best to create a safe and welcoming space for all participants, however, Company cannot guarantee that all participants will follow these guidelines. Company, in its sole discretion, may remove any participant's comments, posts, content or materials, however, Company does not have a duty to review all comments, posts, content and material shared within the Program. Therefore, the Company shall not be held liable for any participant's comments, actions, posts, content, or materials that result in another participant's trauma or discomfort.

C. The Company has created a safe space for all participants to feel seen, respected and heard. Company encourages participants to engage in respectful dialogue with one another. The Company does not support nor tolerate any disrespectful actions or comments, which include, but are not limited to hate speech, discriminatory comments, physical, or mental or emotional abuse. Therefore, each participant must demonstrate respect towards one another.

D. Participants must support each other with words of encouragement, resources, or suggestions, while respecting each participant's boundaries.

E. The Company reserves the right to offer additional program elements from time to time, for any subgroup of participants. These additional program elements are a bonus, not a part of the services included in the base services of the Program. The selection of the participants who may participate in any additional program elements is at the sole discretion of the Company.

The Company may also post separate rules regarding your behavior in any online community or forum, whether hosted on the Company's website or a third-party website

(such as Facebook.com), which may be updated from time to time. You agree that you are bound by those rules, and they are expressly incorporated into these TOU.

12. Confidentiality

The Company is not legally bound to keep your information confidential. You acknowledge that our communications are not covered by any doctor-patient privilege or other privilege.

You may use a screen name or pseudonym instead of your actual name for your participation in group coaching sessions and public posts on the Company website and in third-party forums operated by the Company.

You agree that the Company shall not be liable for the disclosure of any of your information by another Program participant. You agree to keep all information you learn about other Program participants, their businesses, or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

The Company may record coaching calls and share them in the Program, on the Website, or on third-party forums operated by the Company.

You agree you will not share any recorded coaching calls or third-party forum postings outside the private member areas of the Company's website, or any third-party forums operated by the Company, without permission. If the Company discovers you have done so without permission, this will be grounds for immediate termination of your access to the Program and Content you will not be issued a refund.

13. Username and Password

To access certain features of the Program, including any private membership areas, you may need a username and password. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current, and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Program or any Content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

14. Reviews

The Company respects and welcomes all Program participants to provide honest, truthful, and factual feedback, statements, comments, and testimonials, that are based in integrity,

regarding their participant experience with the Company and the Program. The Company prohibits comments, feedback, statements, comments, and testimonials regarding their participant experience with the Company and the Program that: (1) contain confidential or private information which includes but is not limited to, the Company's trade secrets; (2) are unrelated to the Company's products or services; or (3) are clearly false or misleading.

The Company encourages all participants to reach out via email at hello@inspiHERtech.com to resolve any concerns participants may have about the Program.

15. Live or In-Person Events

If you participate in any live or in-person event as part of the Program, you agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by the Company through its employees, representatives, or agents, and to abide by any decision of any Company staff or volunteers, or Company vendors or contractors, regarding your ability to safely participate in the Program. You agree to exhibit appropriate behavior at all times and to obey all local, state, and federal civil and criminal laws while participating in the Program. This includes, generally, respect for other people, equipment, facilities, or property. The Company may dismiss you, without refund, if your behavior endangers the safety of or negatively affects the Program or any person, facility, or property.

You consent to medical care and transportation in order to obtain treatment in the event of injury to you as Company, volunteers or medical professionals may deem appropriate. These TOU extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

You agree that you will not consume alcohol prior to any part of the Program that involves physical exercise or activity or use any medicine or substance that will inhibit your mental or physical ability to safely participate in the Program.

If you choose to consume alcoholic beverages during any part of the Program, you must do so responsibly and only if you are over the age of twenty-one (21).

The Company is not responsible for any personal item or property that is lost, damaged or stolen at or during the Program.

16. Termination or Cancellation

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, including the member portal, as well as private Facebook groups operated by the Company, in full or in part, at any time without notice. The Company may terminate your participation and access in the Program and Content at any time, without

notice nor refund, if you breach any part of these TOU or have violated any of your obligations to Company on any Company program, including but not limited to payment obligations.

If you would like to cancel your access and participation in the Program, you must provide written notice to the Company via email at hello@inspiHERtech.com

If you are on a payment plan, you will remain fully responsible for the full cost of the Program and all payments in any payment plan you have chosen, even if you voluntarily cancel or your Program is terminated due to a violation by you of these TOU.

In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination and the Refund Policies detailed above will apply. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

17. Personal Responsibility, Assumption of Risk, Release, Disclaimers

A. You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in any Program, whether or not caused by the active or passive negligence of the Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

B. The Program and Content provide information and education only, and do not provide any financial, legal, medical, or psychological services or advice. None of the Program or Content prevents, cures, or treats any mental or medical condition. The Program and Content are not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental, and emotional well-being, decisions, choices, actions, and results. You should consult with a professional if you have

specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.

C. Earnings and Results Disclaimer. You agree that the Company has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the Program, and you understand that results and earnings differ for each individual.

D. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products, or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

E. The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance, or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.

F. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

G. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

18. Security

Security for all personally identifiable information is extremely important to the Company. Unfortunately, no data transmission over the internet can be guaranteed to be 100%

secure. As a result, while we strive to protect your personal information, you acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and the Company may be unlawfully intercepted by third parties not under our control. The Company does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media. Any efforts you undertake to communicate with the Company are done at your own risk.

19. Legal Disputes

These TOU shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflict of laws. The nearest state and federal court to Wheaton, Illinois shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Privacy Policy or these TOU. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The prevailing party in any dispute between the parties arising out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS TOU, OR THE COMPANY'S OBLIGATIONS HEREUNDER, MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

20. Users Outside United States

The Company controls and operates the Program from offices in the United States. The Company does not represent that materials in the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

21. Indemnification

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but without limitation to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or

any third-party forum or website operated by the Company, (iv) your use of materials or features available in the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You expressly agree that these TOU are intended to be as broad and inclusive as permitted by the law of the State of Illinois. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees. This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This TOU supersedes all prior written and oral representations.

22. Force Majeure

The Company shall not be deemed in breach of this TOU if the Company is unable to complete or provide all of the Program or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, technical or electrical difficulties, epidemic, pandemic, death, illness or incapacity of the Company or any of its members, employees, contractors, or agents, any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control (collectively, "**Force Majeure Event**"). Upon occurrence of any Force Majeure Event, the Company shall give notice to Client of its inability to perform or of delay in completing or providing the Program and shall propose revisions to the schedule for completion of the Program or other accommodations or may terminate this TOU.

23. Entire Agreement, Severability, Modification, and Waiver

This TOU constitutes the entire agreement between you and the Company with respect to the Program, Content and Website and supersedes all prior, contemporaneous written or oral communications between you and the Company regarding the Program, Content and Website. If any part of the terms of this TOU is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law, to reflect, as closely as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. No waiver of any of the provisions of this TOU shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

The Company may change, modify, or update these TOU at any time. Any access or use of the Program or Content by you after the Company publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or

concerns about these terms, contact the Company by submitting a request through the support form on our [Website](#).

By clicking on the box when signing up for the Program, you are providing the electronic equivalent of your signature and assert that you have read, understood, and agreed to this entire document. If you do not agree with these TOU, do not purchase or use the Program or Content.

Updated on March 13, 2025

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