

WEBSITE TERMS OF SERVICE

1. Notice/Acceptance of Terms

This Terms of Use Agreement (the “Agreement”) is a contract between you and Living Source LLC (the “Company”). COMPANY operates the websites found at the address www.michellebersell.com and www.IIEE.training (the “Sites”). This Agreement governs your use of the Sites. Be sure that you carefully read and fully understand this Agreement. COMPANY is willing to provide you with access to the Sites only on the condition that you accept all of the terms and conditions (the “Terms”) contained in this Agreement. This Agreement governs your use of the Sites. Please read all of the Terms carefully. By using the Site or Sites, you agree to comply with and be bound by these Terms. If you do not agree to the Terms, you are not authorized to use the Sites. COMPANY reserves the right to modify the Terms at any time by posting a notice on the home page of the Sites. Your use of the Sites after the notice is posted indicates you agree to the changes.

2. Access to the Sites

In order to use the Sites, you must obtain access to the World Wide Web, either directly or through devices that access Web-based content and pay any service fees associated with such access. System availability and access to the services available on this Site may be limited or unavailable for reasons which may include, without limitation, system performance. COMPANY makes no representations, warranties or assurances as to the availability of the Sites.

3. Restrictions on Use

You may not print, download and use the underlying HTML, text, audio clips, video clips and other content that is made available to you on this Sites, for other than your personal information. These restrictions will apply except in cases where COMPANY otherwise agrees in writing.

Without limiting the generality of the foregoing, you may not:

1. include such content in or with any product or service that you create or distribute;
2. reproduce, duplicate, copy, sell, rent, resell or exploit for any commercial purposes any portion of the Sites, use of the Sites, or access to the Sites;

3. establish: (i) a hyperlink, including a deep link, to any page or location on the Sites; or (ii) a frame containing any portion of the Sites, on any other Web site or text document with hyperlink capabilities without the express written permission of the Company;
4. copy such content onto your or any other Web site or publication; or
5. direct any other person to do any of the foregoing.

Nothing in this Agreement shall be construed as conferring any right under any intellectual property of COMPANY, its affiliates or any other person or entity owning the intellectual property in the content provided on this Site.

4. Intellectual Property

The Sites and all the materials available on the Sites, and all related names, designs, marks and slogans, are the property of us and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws.

The Sites are provided solely for your personal noncommercial use. You may not use the Sites or the materials available on the Sites in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the

materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

Any unauthorized copying, redistribution, reproduction or modification of the contents of this Site by any person may be a violation of federal, state or common law trademark and/or copyright laws, and could subject such person to legal action.

5. Modifications to Site

COMPANY reserves the right to modify, suspend or discontinue, temporarily or permanently, the Sites (or any part thereof) from time to time, for any or no reason and without notice. You agree that COMPANY shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites. The information and materials contained on the Sites are subject to change.

COMPANY endeavors to keep the information posted on this Sites current,

however, such information is subject to change at any time without notice to you and the posted information on this Sites may not immediately reflect such changes.

6. Third Party Links and Advertising

This Site may provide links or references to other sites. If COMPANY has provided links or pointers to other websites, no inference or assumption should be made and no representation should be implied that COMPANY is connected with, operates or controls these websites.

COMPANY makes no representations, warranties or assurances as to any information in such sites, has no responsibility for their content and shall not be liable for any damages or injury arising from that content. COMPANY disclaims any opinions expressed on such sites. Any links to other sites are provided merely for your convenience and the inclusion of such links does not imply that COMPANY endorses the content of such sites. Where COMPANY is offering its own content (or content of an affiliate) on or through third party sites (whether by linking, framing or otherwise), your use or display of that content shall be subject to this Agreement.

COMPANY takes no responsibility for third party advertisements which are posted on these Sites, nor does it take any responsibility for the goods or services provided by its advertisers. Your correspondence or business dealings with, or participation in promotions of, advertisers or third parties found on or throughout the Sites, including, without limitation, with respect to the payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such parties and are not binding upon nor constitute obligations of COMPANY. You agree that COMPANY shall not be responsible or liable for any actions, losses, damages, liabilities, claims, judgments, costs or expenses of any nature or kind (collectively, "Claims") incurred as the result of any such dealings or as the result of the presence of such third parties on the Sites, and you agree to indemnify COMPANY and its affiliates from and against any Claims incurred as the result of any such dealings.

If you are interested in creating hypertext links to this Sites, you must contact COMPANY before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the

endorsement, sponsorship or support of these Sites or COMPANY, including its respective employees, agents, directors, officers, and shareholders.

COMPANY is not responsible for the content or practices of third party websites that may be linked to these Sites and makes no representation or warranty regarding such websites or their content. These Sites may also be linked to other websites operated by companies affiliated or connected with COMPANY. When visiting other websites, however, you should refer to each such website's individual "Terms of Use" and not rely on this Agreement.

7. Disclaimer of Warranties

Except as expressly provided otherwise, COMPANY disclaims any and all responsibility or liability for the timeliness, sequence, quality, accuracy, content, completeness, legality, reliability, operability or availability of information or material contained on the Sites. The Sites may contain inaccuracies or typographical errors. COMPANY disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material in respect of the Site or the use thereof.

Any communications sent to you via these Sites or otherwise from COMPANY (including, without limitation, in the form of newsletters, electronic mail or via telephone), and the contents of this Site (including, without limitation, any technology, financial, investment, corporate, or tax information) are provided for informational and educational purposes only and are not intended to provide legal, investment, financial, or tax advice and should not be relied upon in that regard. Your financial circumstances and tax situation is unique. Therefore, you should independently consult a lawyer or tax advisor.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN OR IN AN APPLICABLE SUPPLEMENTAL AGREEMENT, COMPANY AND ITS DATA PROVIDERS WILL USE REASONABLE EFFORTS TO INCLUDE UP-TO-DATE AND ACCURATE INFORMATION IN THIS SITE, BUT ALL INFORMATION, PRODUCTS, AND SERVICES OFFERED ON THE SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY

DISCLAIMED. COMPANY AND ITS DATA PROVIDERS DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE TECHNOLOGY, PRODUCTS, AND SERVICES OFFERED ON THE SITES. COMPANY AND ITS DATA PROVIDERS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITES OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE SITES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SITES OR THROUGH ANY LINKS PROVIDED ON THE SITES.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS DONE SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY CLAIMS, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA, THAT RESULTS FROM DOWNLOADING OR OTHERWISE OBTAINING SUCH MATERIAL.

Some states do not allow the exclusion of implied warranties, so these exclusions may not apply to you.

8. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN OR IN AN APPLICABLE SUPPLEMENTAL AGREEMENT, IN NO EVENT SHALL COMPANY, ANY OF COMPANY'S AFFILIATES, SUBSIDIARIES OR DATA PROVIDERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING OR MANAGING THE CONTENT OF THIS SITES (COLLECTIVELY THE "SITE PROVIDERS"), BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, LOST PROFITS, LOST OPPORTUNITIES, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THESE SITES, ANY COMMUNICATIONS SENT TO YOU VIA THESE SITES OR OTHERWISE FROM COMPANY (INCLUDING, WITHOUT LIMITATION, IN THE FORM OF ELECTRONIC MAIL OR VIA

TELEPHONE), OR INFORMATION AVAILABLE FROM THESE SITES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN SUCH INFORMATION, THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO FROM THE SITE PROVIDERS, AND INCONVENIENCE, DELAY OR LOSS OF USE OF THE SERVICE, EVEN IF ANY ONE OF OR ALL OF THE SITE PROVIDERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE SITES PROVIDERS ASSUME NO LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF ANY PRODUCT, INFORMATION, IDEA, OR INSTRUCTION CONTAINED IN THE CONTENT OF THESE SITES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. Information Collected by Third-parties.

We may allow third-party companies that use tracking technologies, such as cookies or pixels, to record IP information about users who visit or interact with

our website. Our website does not provide any personal information to these third parties. This information allows them to deliver targeted advertisements and gauge their effectiveness. Some of these third-party advertising companies may be advertising networks that are members of the Network Advertising Initiative which offers a single location to opt out of ad targeting from member companies.

10. Online Commerce

By signing up/enrolling in a Training Program, Product or Service, you acknowledge and agree that Living Source LLC is not responsible for your results, earnings, future earnings as a result of our Training Program, Product or Service or give professional/legal advice. Your results will be completely dependent on your understanding of the material and your effort to apply it. If paying by credit/debit card, you give Living Source LLC permission and authorization to automatically charge your credit or debit card as payment for your Training Programs, Products, or Services for which you will receive an electronic receipt. If you purchase a Training Program, Products, or Services using our payment plan option, you agree to pay the initial payment to secure your participation and also agree to begin payments on the date specified on the enrollment form. By using the enrollment form, you give Living Source LLC permission and authorization to automatically

charge your credit/debit card every thirty (30) days until all payments are completed.

In the event that payment is not received by the date due, you will have a three (3) day grace period to make the payment otherwise the Training Program, Product or Services will not continue. If you fail to make payment in a timely manner in accordance with these Terms and Conditions or voluntarily decide to withdraw from our Training Programs, Products or Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Training Programs, Products and/or Services.

When you purchase any Training Program, Product or Services, the information provided and obtained as part of the transaction, such as your credit card number and contact information, may be collected by both the third-party merchant and by us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for the merchant's independent policies.

You agree to be financially responsible for all purchases made by you. You agree to purchase and use our Training Programs, Products or Services for legitimate purposes only in compliance with these Terms of Use. You also agree not to make any purchases for speculative, false or fraudulent purposes. You release us and our affiliates from any damages that you incur and agree not to assert any claims against us or them, arising from your purchase or use of our Training Programs, Products or Services.

You agree to only purchase these Training Programs, Products or Services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal or financial information to us or a merchant, you represent that you have obtained his/her consent to provide such third party's personal information.

For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly.

Living Source LLC is not a replacement for health/medical care. If you require health, medical, psychiatric, and/or psychological care, you are advised to retain the services of a licensed medical professional. The sole purpose of the Company is to provide educational materials and coaching in the area of emotional empowerment and resiliency.

Under no circumstances will the Company or any of its representatives be held liable for any special or consequential damages that result from the use of, the improper use of, or the inability to use the information or strategies communicated to you through the Sites, Training Programs, Products or Services. By participating you hereby waive and release the Company to the full extent permitted by law from any and all claims relating to the use of and/or reliance on the information and content provided to you. In no event shall the Company be held liable for any injury, loss or damage resulting from the use of, or reliance upon, the Program materials.

Termination

We reserve the right in our sole discretion to refuse or terminate your access to our Training Programs, Products, Services and/or our Program Materials, Website,

e-mail communications, or any other method of communications related to our Training Programs, Products or Services at any time without notice. Should you or we wish to terminate the Training Programs, Products or Services at any time, these termination terms will apply to you as well, even after termination by either of us. In the event of cancellation or termination, all remaining balances owed shall be immediately due, and you are no longer authorized to access the Training Programs, Products, Services or our Website, e-mail or any or other methods of communications affected by such cancellation or termination. The restrictions imposed on you with respect to Training Program Materials and the Training Programs, Products or Services, including but not limited to all of the disclaimers, limitations of liabilities and rights set forth in these Terms and Conditions, shall survive such termination of your access and apply in full force.

Dispute Resolution

It is hoped that should we ever have any differences, we could be able to work them out amicably through a phone conversation or e-mail correspondence.

However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly in the state of Wisconsin, in accordance with the American Arbitration Association

Rules. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. Prior to seeking arbitration, you must submit your complaint to Living Source LLC via e-mail. You understand and agree now that the only remedy that can be awarded to you through arbitration is a full refund of your Payment made to date. No award of consequential or of any other damages may be granted to you.

By signing up/enrolling/purchasing for any of our Training Programs, Products and Services you are agreeing to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted by you in e-mail, or shall otherwise be forfeited forever. You also agree that should arbitration take place, it will be held in Ozaukee County, Wisconsin, and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage us, our Company, or any of our Training Programs, Products or Services. Where requested by law or

arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

11. Miscellaneous.

1. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law provisions. The parties agree that the exclusive jurisdiction for any dispute arising out of, or relating to, this Agreement or any dispute arising out of, or relating to, this Agreement or services provided in connection therewith shall be in the state and federal courts located in Ozaukee County, Wisconsin.

2. **Entire Agreement.** This Agreement is the entire and exclusive agreement between the parties, and it supersedes all previous communications, representations or agreements, either oral or written, between them with respect to this subject matter. No representations or statements of any kind made by any affiliate of COMPANY, which are not included in this Agreement, shall be binding on COMPANY or its affiliates.

3. **Amendments.** Neither you nor COMPANY may modify or amend this Agreement, in whole or in part without the prior written consent of both you and an authorized representative of COMPANY. However, COMPANY may replace

this Terms of Service Agreement from time to time and your subsequent use of the Site, or any content, programs or materials provided through the Site, will be subject in all respects to the terms and conditions of such terms of service in force at the time of such subsequent use. You are advised to check this Global Terms of Service Agreement regularly for any modifications.

4. Waiver. No waiver of any provision herein shall be valid unless in writing and signed by an authorized representative of both you and COMPANY. COMPANY's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

5. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

6. Miscellaneous. This Agreement shall inure to the benefit of COMPANY and its subsidiaries and affiliates. Any and all references in this Agreement to COMPANY and its affiliates shall, where the context so permits include COMPANY's parent companies, sister companies, and their respective subsidiaries, affiliates, directors,

officers, employees, contractors, and agents. The headings contained herein are for convenience only and shall have no legal or interpretive effect. Additional terms and conditions may apply when you use other services, affiliate services, third-party content or third party software on or through a link provided on the Sites.

7. Assignment. COMPANY may assign its rights and duties under this Agreement to any party at any time without notice to you.

Please contact us at support@michellebersell.com or support@iiee.training if you have any questions or concerns regarding these terms.

Disclaimer

We can't guarantee your results, earnings, future earnings as a result of th Training Programs, Products or Services or give professional/legal advice. Your results will be completely dependent on your understanding of the material and your effort to apply it.

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