

## 1. ACCEPTANCE OF TERMS

You know.<sup>TM</sup>, LLC provides a collection of in-person, printed, online and telephonic resources, including individual coaching and consulting, business consulting, workshops, trainings, lectures and retreats on intuition, (referred to hereafter as "the Service") subject to the following Terms of Use ("TOU"). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using particular You know.<sup>TM</sup>, LLC services, you agree to abide by any applicable posted guidelines for all You know.<sup>TM</sup>, LLC services, which may change from time to time. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with You know.<sup>TM</sup>, LLC in any way, your only recourse is to immediately discontinue use of You know.<sup>TM</sup>, LLC

## 2. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the TOU at:

<http://www.youknow.net/about/policies.php>

## 3. THIRD PARTY CONTENT, SITES, AND SERVICES

The You know.<sup>TM</sup>, LLC site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of You know.<sup>TM</sup>, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that You know.<sup>TM</sup>, LLC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that You know.<sup>TM</sup>, LLC is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release You know.<sup>TM</sup>, LLC, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to

claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

#### 4. PRIVACY AND INFORMATION DISCLOSURE

You know.<sup>TM</sup>, LLC has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address:

<http://www.youknow.net/about/policies.php>

Your use of the You know.<sup>TM</sup>, LLC website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that You know.<sup>TM</sup>, LLC may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOU; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of You know.<sup>TM</sup>, LLC, its users or the general public.

#### 5. LIMITATIONS ON SERVICE

You acknowledge that You know.<sup>TM</sup>, LLC may establish limits concerning use of the Service. You acknowledge that You know.<sup>TM</sup>, LLC reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that You know.<sup>TM</sup>, LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### 6. TERMINATION OF SERVICE

You agree that You know.<sup>TM</sup>, LLC, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if You know.<sup>TM</sup>, LLC believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that You know.<sup>TM</sup>, LLC shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. Term os of the TOU shall survive termination of the TOU.

#### 7. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of You know.<sup>TM</sup>, LLC. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of You know.<sup>TM</sup>, LLC, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. You know.<sup>TM</sup>, LLC is a registered mark in the U.S. Patent and Trademark Office.

## 8. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE You know.<sup>TM</sup>, LLC SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE You know.<sup>TM</sup>, LLC SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUKNOW DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

## 9. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL You know.<sup>TM</sup>, LLC BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF You know.<sup>TM</sup>, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE You know.<sup>TM</sup>, LLC SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE You know.<sup>TM</sup>, LLC SITE OR THE SERVICE, FROM INABILITY TO USE THE You know.<sup>TM</sup>, LLC SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE You know.<sup>TM</sup>, LLC SITE OR THE SERVICE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

## 10. GENERAL INFORMATION

The TOU constitute the entire agreement between you and You know.<sup>TM</sup>, LLC and govern your use of the Service, superseding any prior agreements between you and You know.<sup>TM</sup>, LLC. The TOU and the relationship between you and You know.<sup>TM</sup>, LLC shall be governed by the laws of the State of South Carolina without regard to its conflict of law provisions. You and You know.<sup>TM</sup>, LLC agree to submit to the personal and exclusive jurisdiction of the courts located within the county of York, South Carolina. The failure of You know.<sup>TM</sup>, LLC to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## 11. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for You know.<sup>TM</sup>, LLC to pursue legal action to enforce these Terms, you will be liable to pay You know.<sup>TM</sup>, LLC w the following amounts as liquidated damages, which you accept as reasonable estimates of You know.<sup>TM</sup>, LLC s' damages for the specified breaches of these Terms:

Otherwise, you agree to pay You know.<sup>TM</sup>, LLC 's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, You know.<sup>TM</sup>, LLC retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

## 12. FEEDBACK

We welcome your questions and comments on this document by sending an e-mail to [Jennifer@JenniferHalls.com](mailto:Jennifer@JenniferHalls.com)