

TERMS AND CONDITIONS OF PURCHASE

By registering for Life & Law LIVE on November 14-15, 2019 at the Cadillac Hotel & Beach Club in Miami, Florida (the “Program”) from All Rise LLC d/b/a HeatherJoyHubbard.com (the “Company”), you (the “Participant,”) agree and consent to the following legal terms and conditions that govern your participation in the Program and that form a legal agreement between you and the Company.

PURCHASING REQUIREMENTS

Participant must be at least 21 years of age or older to purchase this Program.

PAYMENT POLICY

The registration fee for the Program is \$1499 per person. Occasional promotions and sales, such as early bird registration, may be offered at a discounted rate. Payment plans with a finance charge may be offered from time to time. The registration fee includes a cocktail reception on the evening of November 13, full-day workshops on November 14 and 15, and an optional breakfast to learn more about Company on November 15. Payment does not include transportation, any meals not expressly provided for, accommodations, or other incidentals.

Participant must provide Company with a valid credit card or other payment method. Availability is limited, and registration is not confirmed or guaranteed until Company’s receipt of full payment. If any payment is returned or declined, Participant must immediately provide another valid form of payment. If Participant is on a payment plan and fails to make timely payments, Company may cancel Participant’s registration and Participant will not be entitled to any refund of prior payments made.

A discounted room block has been reserved at Cadillac Hotel & Beach Club for \$279++ per night. The discounted rate is also subject to a daily resort fee and taxes. The room block is available on a first-come basis and is not guaranteed. All reservations must be made by Sunday, October 13, 2019 (assuming rooms are still available then). Upon registering for the Program, Participant will receive a link to make such reservations with the group.

CANCELLATION AND REFUNDS

Cancellations and refunds are not permitted and vouchers for future programs will not be provided. A substitute may attend in the place of Participant at no extra charge by emailing support@heatherjoyhubbard.com at least five (5) business days prior to Program start date.

DISCLAIMERS

Company reserves the right to alter or delete items from the Program agenda. Similarly, Company reserves the right to cancel the Program and assumes no responsibility for personal expenses. In the unlikely event that the Program is cancelled, registration fees will be refunded within five (5) business days.

Company intends to apply for CLE credit in Tennessee for some or all of the Program. Participant is responsible for determining whether CLE credit is available in other states and must submit their own CLE requests to such states. Failure to obtain CLE approval shall not be grounds for a refund.

RELEASES

Photographs and video may be taken during the Program. Participant consents and grants permission to Company and its agents and representatives all rights to use and publish his/her name and likeness and any other record of his/her participation in the event for legitimate commercial purposes, including marketing and promotion, without remuneration or prior approval.

There are certain potential hazards inherent in attending any program in any location including crime, physical injury, health risks and acts of terrorism. Participant waives and releases Company from any and all actions, claims or demands that Participant, his/her assignees, heirs, guardians and legal representatives now have or may hereafter have for injury, illness, death or damage to property resulting from or relating to his/her participation in this Program.

INTELLECTUAL PROPERTY

This Program, including any applicable bonuses, includes materials protected by copyright, trademark and other intellectual property laws. Such materials may include written text, in-person presentations, workbooks, videos, audio recordings, photos, designs and graphics. Unauthorized recording or reproduction, in any form, is strictly prohibited. Any reproduction or unauthorized use shall constitute infringement.

Duplicating, sharing or uploading Program files to sharing sites is considered stealing and the Company will prosecute such misconduct to the fullest extent permitted by law. Company provides Participant with such materials solely for his/her personal, noncommercial use. Participant agrees not to use such proprietary information or materials in any way whatsoever except for use in compliance with this Agreement.

CONFIDENTIALITY

To access certain features of the Program, including any applicable bonuses, Participant may need a username and password or be given a unique link to access private webinar rooms. Participant agrees to keep this information confidential and not share it with anyone else. If Company has reasonable grounds to suspect that Participant has shared his/her username and password with anyone else, or forwarded Program material to any other person, Company has the right to suspend or terminate Participant's access, Program participation, customer account and refuse any and all current or future use of the website and online courses, in whole or part, without refund.

PRIVACY AND WEBSITE TERMS OF USE

This Agreement includes and incorporates by reference as if fully stated herein the Privacy Policy and Terms of Use available at www.heatherjoyhubbard.com. You may also request a copy by contacting support@heatherjoyhubbard.com or All Rise LLC, P.O. Box 158654, Nashville, TN 37215.

INDIVIDUAL RESPONSIBILITIES

This Program does not provide any financial, legal, medical or psychological services or advice. None of the content cures or treats any mental or medical condition. You are responsible for your own physical, mental and emotional well-being, decisions, choices, actions and results. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.

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

COACHING

Although Company will be available to answer questions during the Program, there is no agreement to provide individual coaching during or after the Program. Opinions expressed during the Program are just that. Company shall not be liable for any direct or indirect damages resulting from any opinions offered, including but not limited to adverse consequences arising from specific referrals, advice given, or any action taken while in the Program.

LIMITATIONS OF LIABILITY

COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR OUT OF PARTICIPANT'S USE, INABILITY TO USE, OR PURCHASE OF THE PROGRAM. NOTWITHSTANDING THE FOREGOING, ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY PARTICIPANT FOR THE PROGRAM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITED OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN USHC STATES OR JURISDICTIONS THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflict of laws. The state and federal courts located in Davidson County, Tennessee shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program. Participant submits to the exclusive jurisdiction and venue of such courts and consent irrevocably to personal jurisdiction in such courts and waives any defense of forum non conveniens.

CONSTRUCTION OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. If any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions. The failure of Company to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.