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OVERVIEW

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SITE USE

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service.



SERVICE TERMS AND DISCLAIMERS

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PURCHASE AND REFUND POLICY

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, or entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, or services by the Company. No refunds will be given for any coaching services purchased online. Products have a 30 day money back guarantee as long as the product is returned in pristine condition. Once the product has been returned within 30 days of receipt and inspected the refund minus shipping will be refunded on the card that it was initially charged on. If something is defective (not user caused), it can be sent back within the 30 day time frame for an exchange of the piece.

ICONIC LIVING LLC INTELLECTUAL PROPERTY

The Site and Service contain intellectual property owned by Iconic Living LLC, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Company / www.elizabethdemoraes.com, or logos, all designs, text, graphics, photographs, other files, and the selection and arrangement thereof. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or Service content or intellectual property, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Site and Service, without refund, if you are caught violating this intellectual property policy.



LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR any damages to your phone, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE PRODUCT, SITE OR SERVICE. ADDITIONALLY, COMPANY IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL COMPANY CUMULATIVE LIABILITY TO YOU EXCEED \$100.

THIRD PARTY RESOURCES

The Site and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.



INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent

RELEASE OF CLAIMS

In no event will the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Site or its Content. You hereby release the Company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

ONLINE COMMERCE

Certain sections of the Site or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Website or its Content, all information obtained during your purchase or transaction and all of



the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us, the merchant, and our payment processing company.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Site or its Content, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

GOVERNING LAW; VENUE; MEDIATION

These Terms shall be construed in accordance with, and governed by, the laws of the State of Texas. If a dispute is not resolved first by good-faith negotiation between the



parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Dallas, Texas. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

SEVERABILITY

If any term, provision, covenant, or condition of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT

These Terms of Service bind and inure to the benefit of the parties' successors and assigns. These Terms of Service are not assignable, delegable or otherwise transferable by you. Any transfer, assignment or delegation by you is invalid.



ENTIRE AGREEMENT; WAIVER; HEADINGS

These Terms constitute the entire agreement between you and the Company pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by the Company shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Company. The subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

If you have any questions or concerns regarding these Terms of Service please email: elizabeth@elizabethdemoraes.com

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