

Terms of Service for SUCCESSMINDSETSTRATEGIES.com and Related Internet Properties

PLEASE READ THESE TERMS OF USE CAREFULLY.

By accessing or otherwise using this site, you agree to be bound contractually by these Terms of Use.

TERMS OF USE AND DMCA NOTICE

Effective Date:** September 1, 2024

To review material modifications and their effective dates, please scroll to the bottom of the page.

1. Parties

The parties to these Terms of Use are you, the user, and the owner of this SUCCESSMINDSETSTRATEGIES.com website business, Success Mindset Strategies LLC ("SMS"). All references to "we," "us," "our," this "website," or this "site" shall be construed to mean this website business and SMS.

2. Use And Restrictions

Subject to these Terms of Use and our [Privacy Policy] (<https://www.successmindsetstrategies.com/privacy-policy>), you may use the public areas of this site, but only for your own internal purposes. You agree not to access (or attempt to access) this site by any means other than through the interface we provide unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers) and to comply with the instructions set out in any robots.txt file present on this site.

You are not authorized to:

- (i) Resell, sublicense, transfer, assign, or distribute the site, its services, or content;
- (ii) Modify or make derivative works based on the site, its services, or content;
- (iii) "Frame" or "mirror" the site, its services, or content on any other server or Internet-enabled device.

All rights not expressly granted in this Agreement are reserved by us and our licensors.

3. Modification

We reserve the right to modify these Terms of Use at any time and without prior notice by posting an amended Terms of Use that is always accessible through the Terms of Use link on this site's homepage. You should periodically review the material modifications and their effective dates. ****YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF A MODIFICATION NOTICE OR NEW TERMS OF USE ON THIS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION OR NEW TERMS OF USE.**

4. User Postings

4.1 Public Information

We will not treat information that you post to areas of this site that are viewable by others (e.g., blog, forum, or chat room) as proprietary, private, or confidential. We have no obligation to monitor posts to this site or exercise any editorial control over such posts; however, we reserve the right to review such posts and to remove any material that, in our judgment, is not appropriate. Prohibited content includes but is not limited to: Information and material protected by copyright, trademark, trade secret, nondisclosure, or confidentiality agreements.

4.2 Editing and Removal Rights

We reserve the right, without obligation, to review, edit, remove, or delete any material submitted as a comment or post in any blog, forum, or chat room hosted on this site. Specifically, we reserve the right to delete or decline to post content that: Contains profanity, sexual content, or overly graphic material. Uses vulgar or abusive language, hate speech, or defamatory comments. Involves personal attacks, spam, promotions for commercial products or services.

4.3 Disclaimers on User Postings

By submitting a comment for posting, you agree that we are not responsible and shall have no liability with respect to any information or materials posted by others, including defamatory, offensive, or illicit material that violates this Agreement.

5. Defamation; Communications Decency Act Notice

This site is a provider of "interactive computer services" under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this site by third parties is limited as described therein. We neither warrant the accuracy of such postings nor exercise any editorial control over

such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings.

6. Monitoring

We reserve the right, but not the obligation, to monitor your access and use of this site without notification to you. We may record or log your use in a manner as set out in our [Privacy Policy] (<https://www.successmindsetstrategies.com/privacy-policy>).

7. Separate Agreements

You may acquire products, services, and/or content from this site. We reserve the right to require that you agree to separate agreements as a condition of your use and/or purchase of such products, services, and/or content.

8. Ownership

The material provided on this site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property in the content of this site are owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

9. DMCA Notification

This website is recognized as an Internet "service provider" under the Digital Millennium Copyright Act (DMCA), 17 U.S.C. Section 512. In adherence to the DMCA, we have designated the following agent to receive notifications of claimed copyright infringement:

Notification of Claimed Infringement:

Success Mindset Strategies LLC

6547 N. Academy Blvd, Ste 2273

Colorado Springs, CO 80918

Agent's Name/Email Address: contact@successmindsetstrategies.com

Please direct any complaints regarding alleged copyright infringement to our designated agent. Upon receiving such notices, we will investigate the claims and if we, in good faith, determine that the material violates any applicable laws, we will promptly remove or disable access to the offending material and notify the party responsible for its posting.

Notifications must include the following information as dictated by the DMCA:

1. Description of the copyrighted work claimed to be infringed.
2. Description of the infringing material and sufficient information to help us identify and locate it.
3. Your contact information, including address, telephone number, and email.
4. A statement affirming your good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law.
5. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner.
6. A physical or electronic signature of the copyright owner or their authorized representative.

Failure to include all necessary information may result in the delay of the processing of your claim.

10. Warranty Disclaimers

Except as stipulated in any separate written agreements signed by the parties:

- All services, content, and products on this site are provided "as-is."
- Neither we nor our licensors make any warranties concerning these products, services, and content.
- We specifically disclaim, to the fullest extent permitted by law, any and all express and implied warranties, including but not limited to, implied warranties of merchantability, completeness, timeliness, correctness, non-infringement, or fitness for any particular purpose.
- We do not warrant that this site, its products, services, and/or content will be secure, timely, uninterrupted, or error-free, or operate compatibly with other hardware, software, systems, or data; will meet your requirements or expectations; or will be free of viruses or harmful components.

These disclaimers are a crucial part of this agreement. No purchase or use of items from this site is permitted except under these terms.

If implied warranties cannot be disclaimed under applicable law, they are limited in duration to the period required by such law. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

11. Limitation of Liability

In no case shall this site or its licensors be liable for any direct, indirect, punitive, special, exemplary, incidental, consequential, or other damages, including loss of data, revenue, profits, use, or other economic advantage, arising out of or connected with this site, its products, services, or content, any interruption, inaccuracy, error or omission, regardless of the cause and even if previously advised of the possibility of such damages.

12. Links to This Site

We grant you a limited, revocable, and nonexclusive right to create a hyperlink to this site, provided the link does not misrepresent us or our products/services in any false, misleading, derogatory, or offensive manner. You may not use any of our logos, trademarks, or proprietary graphic images in the link without our prior written consent.

13. Links to Third-Party Websites

We do not control or review third-party websites that link to or from this site and are not responsible for their content. Your use of any third-party sites is at your own risk and may be subject to the terms and privacy policies of those sites.

14. Participation in Promotions of Advertisers

Correspondence or participation in promotions of advertisers on this site, including delivery and payment for products, services, or content, is solely between you and the advertiser.

15. Colorado Consumer Protection Act (CCPA) and Colorado Privacy Act (CPA)

If we charge for services, products, content, or information, pricing information will be clearly posted during the ordering process as part of our commitment to transparency and consumer rights. Any complaints or inquiries regarding pricing should be communicated to our designated agent at:

Notification of Consumer Rights Complaint or Pricing Inquiry:

Success Mindset Strategies LLC

6547 N. Academy Blvd, Ste 2273

Colorado Springs, CO 80918

Email: contact@successmindsetstrategies.com

Consumer complaints can also be addressed to the Consumer Protection Section of the Colorado Attorney General's Office at Ralph L. Carr Colorado Judicial Center, 1300 Broadway, 9th Floor, Denver, CO 80203, or via telephone at 1-800-222-4444.

16. Arbitration

Except for actions to protect intellectual property rights and enforce an arbitrator's decision, all disputes arising out of this Agreement shall be resolved by arbitration under the American Arbitration Association's (AAA) rules. The arbitration will take place in El Paso County, Colorado, USA, and may be conducted by telephone or online. The findings of the arbitrator will be binding and final and may be included in any court of competent jurisdiction for enforcement. Enforcement shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

17. Jurisdiction and Venue

The courts of El Paso County, Colorado, USA, and the nearest U.S. District Court in Colorado shall have exclusive jurisdiction for legal proceedings not arbitrated under these Terms of Use.

18. Controlling Law

This Agreement shall be governed by the laws of the State of Colorado, USA, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

19. Transfer of Personal Information Outside Your Country

Any personal information collected on this site will be stored and processed in the United States. By using this site, you consent to the transfer of your personal information to the United States.

20. Severability

If any provision of these terms is found invalid or unenforceable, it will be modified to the extent necessary to make it enforceable. If modification is not possible, the invalidity of any provision will not affect the remaining provisions, which will continue in full force and effect.

21. Force Majeure

We shall not be liable for any delay or failure due to causes beyond our reasonable control, such as acts of God, civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

22. Privacy

Please review this site's [Privacy Policy]

(<https://www.successmindsetstrategies.com/privacy-policy>) which also governs your visit to this site. Our Privacy Policy is always accessible on our site's home page.

Material Modifications Since September 1, 2024: none.