

## StretchtoWin.Site-YM.com Terms of Use

**Last Modified: April 5, 2016**

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Before using the Website, you must review and agree to the following terms (“Terms of Use”). If you do not accept these Terms of Use, you may not use the Website. Similarly, if accessing the membership section of the Website, you will also have additional terms and conditions you must agree to before you can have access to those materials, content and information,

**1. Amendment to Terms of Use.** We reserve the right to amend or replace these Terms of Use from time to time in our sole discretion, and will post and maintain the most recent version of these Terms of Use on the Website. We may not notify Website visitors of any such amendments by e-mail or other personal contact. You are responsible for reviewing these Terms of Use upon each visit to the Website. You can determine if the Terms of Use have been revised since your last visit by referring to the “Last Modified” date at the top of this document.

**2. User Representations; Prohibited Uses.** You represent and warrant that (a) your use of the Website is legal in, and does not violate any laws, rules or regulations of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Website; (b) the information you provide to us is correct; (c) you have the legal right and ability to enter into these Terms of Use and to use the Website in accordance with these Terms of Use; and (d) your use of the Website shall be in accordance with these Terms of Use and all applicable laws, rules or regulations.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To send, knowingly receive, upload, download, use or re-use any material which violates these Terms of Use;
- To impersonate or attempt to impersonate Stretch to Win, a Stretch to Win employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Stretch to Win or users of the Website or expose them to liability.

- Additionally, you agree not to use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

**3. Limited Right to Use the Website.** The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, YourMembership.com and our other licensors, such as the list of CEU/CE credentialing organizations, or other providers of such material and are protected by United States and international copyright, trademark, and/or other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for your personal, non-commercial use only. Our name, logo, and all related names, logos, product and service names, designs and slogans are trademarks of us, our affiliates or licensors, or otherwise of the respective owners of the products and services rated on this Website. Other than nominative uses, you must not use such trademarks without our prior written permission, or in the instance of YourMembership.com's trademarks,, without their permission as set forth in their terms (see <http://www.yourmembership.com/legal/>). The CEU/CE providers identified on the Website will have their own terms that must also be complied with per their own website legal and other terms of use noted therein.

**4. Copyrights, Trademarks and Service Marks.** Unless otherwise noted, all content and other materials on the Website are protected as the copyrights, trade dress, trademarks and/or other intellectual properties owned by Stretch to Win or by other parties such as YourMembership.com that have licensed their material to Stretch to Win, or otherwise is retained by other parties as the owners of the products and services disclosed or published on this Website. The content of the Website is copyrighted and any unauthorized use of the Website may violate copyright, trademark, and other laws, in addition to being a material breach of these Terms of Use.

There are a number of proprietary logos, service marks, trademarks, slogans and product designations (“Marks”) found on the Website. By making these Marks available on the Website, Stretch to Win is not granting you a license to use them in any fashion. Access to the Website does not confer upon you any license under any of Stretch to Win's or any third party's intellectual property rights. Use of Stretch to Win's Marks found on this Website by users is restricted as set forth in the Terms of Use, while various third parties provide their own terms of use.

The following trademarks are used in connection with the Website, and are the proprietary trademarks of Stretch to Win:

**STRETCH TO WIN®**

**STRETCH TO WIN INSTITUTE™**

**LIFE STRETCH®**

**LIFE STRETCH: FEEL THE FREEDOM®**



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Other than nominative uses, Stretch to Win's trademarks may be used publicly only with prior written permission from Stretch to Win. Fair use of Stretch to Win's trademarks in advertising and promotion of Stretch to Win products or services requires proper acknowledgment. No Stretch to Win trademark or service mark may be used as a hyperlink without Stretch to Win's prior written permission. Other trademarks that may appear in connection with the Services may be owned by third-parties, including YourMembership.com as it hosts this Website, and should only be used with the permission of the third-parties, unless such use qualifies as Fair Use or is otherwise permitted under applicable laws.

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**5. Links To Third Party Web Websites.** The Website is hosted by a third party service provider, YourMembership.com, and thus provides further links to that entity's legal terms; in addition, the Website may provide links to other third party websites or resources, including, for example, the Therapist Directory and the CEU/CE providers. Such links to the other third party websites in the Website are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services, unless such is expressed in writing on the Website. Stretch to Win does not review all of these third party sites and does not control and is not responsible for any of these sites or their content. Thus, Stretch to Win makes no representations whatsoever about any other website, which you may access through the Website, or any information, software or other products or materials, found there, or any results that may be obtained from using them. If you decide to access any of the third party sites linked to the Website, you acknowledge and agree that Stretch to Win is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. It is up to you

to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature, and you do so entirely at your own risk. Accordingly, you agree that Stretch to Win shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party materials, content, products or services available on or through any such site or resource.

**6. No Representations or Warranties.** We make no representation or warranty of any kind with respect to the Website or the content contained on or accessible through the Website. Your use of the Website is at your own and sole risk. We attempt to provide accurate information, but the Website is for general reference and informational purposes only. We assume no responsibility for errors or omissions in the content of the Website, and make no commitment to update such content. Your sole and exclusive remedy for issues relating to the use of, or the content on or accessible through, the Website shall be to discontinue accessing the Website and using the content so obtained.

**7. Accessing the Website.** We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website, and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them. You agree that all information you provide to this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is also governed by our *Privacy Policy* <https://stretchtowin.site-ym.com/privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

**8. No Sharing or Resale.** You agree not to sell, resell, share, distribute, copy, or reproduce, for any purpose, any communications from the Website to you, or otherwise any content or materials provided to or accessed by you.

**9. Fees.** Certain aspects of the Services may require or involve various fees, such as transaction fees, service fees, and other types of fees (“Fees”), such as those associated with signing up for workshops, ordering materials, or those set forth in the membership section of the Website. By using these aspects of the Services, you consent to the Fees involved and agree that you decided to use the Services with full knowledge of the Fees.

**10. Indemnification.** You will indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, representatives, successors, and assigns harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (collectively, “Losses”) that constitute, or arise out of or in connection with your (a) failure to comply with any of these Terms of Use or (b) use of the Website. These defense and indemnification obligations will survive these Terms of Use and your use of the Website. We have no obligation whatsoever to indemnify, defend, or

hold you harmless from any Losses resulting from, relating to, or arising out of, these Terms of Use or the Website.

**11. Release, Disclaimer and Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU HEREBY WAIVE, DISCLAIM, AND RELEASE US, OUR SUBSIDIARIES AND AFFILIATES, AND THE RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, COUNSEL, INSURERS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS OF EACH OF THE FOREGOING FROM ALL CLAIMS OF ANY KIND (SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR ACTUAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, ATTORNEYS' FEES AND COSTS, OR CLAIMS FOR INTEREST, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) THAT CONSTITUTE, RELATE TO, OR ARISE OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, YOUR ACCESS TO AND/OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE, OR (II) THE USE OF ANY INFORMATION OR MATERIAL CONTAINED ON OR ACCESSED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE AND ALL SERVICES OF STRETCH TO WIN ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, OUR CUMULATIVE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$100.00 (ONE HUNDRED DOLLARS).

**12. Governing Law; Dispute Resolution.** These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of the state of Arizona, without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any cause of action by you with respect to the Website (including, but not limited to, these Terms of Use) must be instituted within one year after the cause of action arose or be forever waived and barred. You agree that any claim or dispute you may have against us arising out of or related to use of this Website must be resolved exclusively by a state or federal court located in Maricopa County, Arizona. You agree to submit to the personal jurisdiction of the courts located within Maricopa County, Arizona for the purpose of litigating all such claims or disputes.

**13. Severability.** If any part of these Terms of Use is declared unlawful, void or for any reason unenforceable by any court in any jurisdiction, then such term will be deemed severable from the remaining terms in such jurisdiction and will not affect the validity and enforceability of such remaining terms. Headings are for reference purposes only and do not limit the scope or extent of such section.

**14. DMCA.** Stretch to Win respects the intellectual property rights of others, and expects its users to do the same. We will, upon receiving proper notice, act to remove or disable

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By mail:           DMCA Designated Agent  
                      c/o Stretch to Win Institute, LLC.  
                      P.O. Box 13517  
                      Tempe, AZ 85284

By Email:         dmcaagent2@stretchtowin.com

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**16. General Provisions.** The failure by either party to exercise or enforce any rights or provisions of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service, including any other applicable terms and conditions or rules that govern your use of individual services, which are either incorporated herein by specific reference or posted on the Website from time to time, comprises the entire agreement between you and Stretch to Win and supersedes any and all prior agreements regarding the subject hereof. These Terms of Service are binding upon and inures to the benefit of the respective successors and assigns of the parties. These Terms of Service are solely for the benefit of Stretch to Win and you, and shall not be construed for the benefit of any third party.