

## TERMS AND CONDITIONS

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### **TERMS OF USE**

By accessing this Website you acknowledge that you are at least 18 years of age and have the required mental capacity to enter into and abide by the terms of these Terms and Conditions. Use of this Website by anyone under 18 is strictly prohibited by us.

By accessing this Website you are agreeing to the terms of these Terms and Conditions as they appear and are legally bound by them, whether or not you have read them. If at any time you do not agree with the included terms, please cease visiting our Website and do not use our Programs, Products and Services.

These Terms and Conditions are subject to changes and/or updates, and we are not bound to provide notice of such changes or updates. We reserve the right to make changes or updates at any time and hereby informs all Visitors that the burden is on the Visitor to check the Terms and Conditions for updates from time to time. By continuing to use Website and the content we produce, you agree to be bound by the most updated version of these Terms and conditions, whether or not you have read it.

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Should you purchase a program, product or service from us, you acknowledge that you are over 18. Purchase of a program, product or services by anyone under 18 is strictly prohibited by us. The purchase of any program, product or services is subject to the terms outlined in the Terms of Use associated with the specific program, product or service purchase. These Terms of Use shall prevail in the event of a conflict or issue.

### **INTELLECTUAL PROPERTY RIGHTS**

This Website is derived from, are the property of Company and/or our affiliates or licensors, and are protected by US Patent and Trademark laws, copyright laws and other intellectual property laws. This Website contains original work that has been created for the sole use of **Poppy Grove LLC** is considered intellectual property and is protected under Federal Intellectual Property Laws which prevents unauthorized use of our materials. These materials may include, but are not limited to: trademarked and copyrighted material, as well as any and all original works on our Website and within the content provided, including but not limited to website design, layout, photographs, graphics, words, content, information, documents, data, our logo, artwork, color scheme, branding and/or placement of same on Website, to the extent protectable, and any and all other information accessible through this Website, which constitutes proprietary information. This protection also includes any and all content that appears on the Website, including blog posts, program names, and any other text whether or not authored by us. All proprietary information

and content hereinafter identified as ("Content").

As a visitor of our Website, you understand and acknowledge that all materials have been created, curated and developed by Company using significant time, effort, expenses and investment and that as such, all material is a valuable and unique asset belonging to Company and shall not be used in an improper or unauthorized manner. You will not use our Website content, Programs, Products, Services or Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.

Your ability to view the Website content grants you a limited, revocable, non-transferable license to use the information available to you for your personal, non-commercial use only. Should you decide to purchase a product, package, or service from our Website, you will also be granted a limited license to use the information contained therein, as outlined in the Terms of Use or Client Agreement associated with each product or service available for purchase.

You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Website content, Programs, Products or Services or Program Materials as set forth in these Terms and Conditions is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law. You further agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

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At times you may be offered free download, printable, audio or visual content, as a gift or opt-in offer, in exchange for your name and email address. Should you choose to access this material, you understand this is to be used for your personal, non-commercial use only, and is not to be copied, edited, distributed, or otherwise shared in any way other than in its original form. Should you choose to share the material, you agree and understand that you will provide **Poppy Grove LLC** credit, will not hold the material to be your own, or otherwise attempt to make any sort of gain (financial or otherwise), from our materials.

### **OUR LIMITED LICENSE TO YOU**

By visiting our Website, you specifically acknowledge and agree that you are expressly prohibit from the following:

- You shall not engage in improper and/or unauthorized use of our content, which includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or any other electronic means) any materials or any

other information accessed on our Website or purchased through our Products, Programs or Services, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money.

- You shall not participate in the following:
  - Copying, sharing, adapting, stealing, duplicating, sharing, trading, reprinting, republishing, selling, distributing, modifying, reproducing, uploading, posting, transmitting, translating, or creating derivative works related to our Products, Programs or Services.
  - Use, post, distribute, copy, steal or otherwise use any portion of our Website, including content or products, without express, written permission provided by **Poppy Grove LLC** and understand that any such use may constitute infringement, which may give rise to a cause of action against you.
  - Representing yourself out to be the creator of our Products, Programs, Services or Program Materials in whole or in part.
  - Share purchased materials, information, content with others who have not purchased them.
  - Engage in any activity using our Products, Programs and Services for your personal use, in a business/commercial use or in any way that earns you money.
  - Use any portion of our Website, including all Content, information, and purchased materials, in any commercial manner such that you make, may make, or intend to make a profit from it.
  - You further acknowledge and understand that any such actions including but not limited to those outlined above will likely constitutes infringement and/or theft of our work, and a violation of these Terms and Conditions and United States Federal laws, and we reserve the right to prosecute this infringement to the full extent of the law.
  - Any requests for written permission to use any content posted on our Website shall be made before you wish to use any such content, and may be made by sending an email with your written request to **support@poppygrovellc.com**

### **YOUR LICENSE TO US**

By posting or submitting any material on or through our Website, such as comments, posts, photos, images or videos or other contributions, you are representing that you are the owner of all such materials, and you are at least 18 years old.

By submitting or posting any comments, photographs, images, videos, audio recordings or any other submissions for use on or through our Website, you are. Granting to us, and anyone authorized by us, consent to make it part of our current or future Website, Products, Programs, Services and/or Program Materials. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you. You may, however, at any time, ask us to delete this information. The voluntary submission of such information grants to us, and anyone authorized by us, consent to identify you as the author of any such comments, photographs, posts, images, video or audio recordings by name, email address, avatar or user/screen name.

You also grant to us and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, modify, transmit, sell, distribute, and/or publicly display such comments, photographs, images, videos, audio recordings or any other submissions in whole or in part, in any manner or medium.

Should you choose to post anything on our Website, social media pages, webinars, or otherwise, you are hereby agreeing and acknowledging you will not post anything that could harm us or

another user, or include anything defamatory, harmful, hurtful, or otherwise upsetting. You understand that if you make the decision to post content that constitutes cyber bullying, your comments will be removed immediately, and we reserve our right to take action against you to the full extent of applicable laws.

You may use our Website for lawful purposes only, and agree you will not post, comment, or otherwise transmit any content which infringes the rights of another, and agree to hold us harmless should you do so. You also agree and understand you are not to post any content which would constitute a criminal offense, use the Website or content for fraudulent or unlawful purposes, create civil liability, is repugnant, constitutes a violation of another's intellectual property rights, is vulgar or obscene in any way, or is otherwise objectionable. You agree that we are the sole decider in whether content you post is objectionable and have the unilateral right to remove any content you post, without explanation or ramifications. You also understand that we may be obligated to take further legal action, based upon information you post, and reserve our right to do so. Should a third party choose to take legal action against you, as a result of something you posted on our Website, you agree to hold us harmless and fully indemnify us of any legal ramifications or actions.

### **DISCLAIMER**

This Website shall be used solely to provide educational information to all visitors. Any Content contained on this Website, or Content you received due to agreeing to an opt-in to an email list, freebie, or otherwise, is solely for educational and informational purposes only. Company does not guarantee any specific results, changes, gains, outcomes, financial, legal or medical, through the use of our Website, Program, Products, Services or Coaching Programs. You acknowledge and agree that use of our Website, Program, Products, Services or Coaching Programs is purely voluntary.

You acknowledge and agree that visiting our Website, use of the information contained herein, and the purchase of products is done on a voluntary basis by you. Company is not responsible or liable for any harm or damage to you or yourself or your business resulting from direct or indirect use of materials or content contained on our Website. You agree to hold Company harmless from any damages directly or indirectly resulting from your use of Content or products/services on our Website or distributed through email and agree you will not make any claims against us or the Company herein.

You also understand and acknowledge that **Lisa M. Ortman, Lisa M. Avila & Poppy Grove LLC** is not a doctor, lawyer, therapist, psychic, accountant, nurse, counselor or any other medical professional, nor do I hold myself out to be. Nothing contained on this Website or within any product or service found herein is intended to take the place of a consultation with any such professional.

Our Website and the Content and Products produced are not to be relied upon in any way as medical, legal, financial, or business advice. Nothing on this Website, in our products, nor anything distributed via email is intended to take the place of professional advice received via a consultation with a doctor, nurse, lawyer, accountant, therapist, financial advisor, business consultant, or other expert regarding the details of your specific business or life. You are encouraged to consult with your own professionals for any questions you may have regarding your particular business or situation regarding legal, business, medical, or financial questions, or any similar professional that may address your own individual situation.

### **TECHNOLOGY DISCLAIMER**

Company makes no warranty or guarantee as to the delivery, accuracy, timeliness, performance,

completeness, suitability of the information, uninterrupted access, error-free of our Website or any other materials provided by us to you. Every effort has been made to present to you with the most accurate, up-to-date information in our Website. However, because the nature of this information is constantly evolving, we cannot be held responsible for the accuracy of our content. You acknowledge that the content and such information may contain inaccuracies or errors and Company is not liable for any such inaccuracies or errors to the fullest extent permitted by the law.

Company cannot guarantee access to our Website. You acknowledge that access might be suspected or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction. You acknowledge that, to the fullest extent permitted by law, Company is not liable for damages or refunds, or for any other recourse, should our Website be unavailable, access might be slow or incomplete due to any reason, such as system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays in accessibility to our Website.

You understand your obligation to provide only authentic, accurate information to us, including your name, email address, and payment information, should you choose to purchase a product. You understand and agree that should any information provided prove inaccurate, and any issues or damages arise from your giving us false or inaccurate information, you may be liable for any subsequent damages that occur as a result.

### **CONFIDENTIAL INFORMATION**

To use our Website, to gain access to our email list or blog, we may seek Confidential Information, or you may offer or provide a comment, photograph, image, video, audio recording, e-mail address, phone number, street address, billing information, username and password, birthday, preferences, interest, assignments or any other personally-identifying information ("Confidential Information") by submission to us. By providing such Confidential Information, you expressly grant to Company permission to use and store such information. In turn, we will use our best efforts to maintain your confidential information in a safe, secure and confidential manner in accordance with these Terms and Conditions and our Privacy Policy. If you believe that any of your Confidential Information is incorrect or incomplete, please contact the Company as soon as possible so that we may correct any and all incorrect information. Please note you are responsible for keeping track of your username and password and understand that you bear the consequences should you choose to share this confidential information with anyone.

You acknowledge and understand that any information provided to us is done so on a purely voluntary basis. By choosing to provide us with this information, you agree and represent that any information provided to us through the Website or a third-party payment processor will be accurate, current and belong to you. You understand you may not hold yourself out as someone else or use anyone else's information and agree to bear the consequences should you use anyone else's information as your own.

All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information as follows:

1. Pursuant to the terms in this Terms and Conditions, Terms of Use, Privacy Policy and our Disclaimer;
2. If we are required to do so by law;
3. In the good-faith belief that such action is necessary to conform to the law;

4. To comply with any legal process served on either us or our partners, sponsors, investors, or affiliates;
5. To protect and defend our rights or property or those of our users or purchasers, and/or;
6. To act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public.

We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

#### **PURCHASES MADE THROUGH OUR WEBSITE**

You agree and acknowledge that all purchases made through our website are done on a voluntary basis and that you are to remain financially responsible for any and all purchases made by you, or by another person acting on your behalf, regardless of the information provided at checkout. Should information become available at a later date confirming you performed unauthorized use of a credit card or other payment information belonging to someone other than yourself, you understand and agree that you alone remain financially responsible for purchases made through our Website.

You agree and acknowledge that any information provided by you to us or our payment processor is true and accurate. Should your payment fail to process, we reserve the right to withhold the intended purchased product from you unless and until payment is properly rendered.

#### **LIMITATION OF LIABILITY**

We will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Website, Programs, Products, Services or Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Website, Programs, Products, Services or Program Materials, or in any way or in any location. In the event that you use our Website, Programs, Products, Services or Program Materials or any other information provided by us or affiliated with us, we assume no responsibility.

By participating in using our website and/or adding yourself to our email list you voluntarily, and are solely and personally responsible for your actions, choices, and any results therein. Your use of this Website constitutes an agreement and acceptance that you will absolve Company as well anyone acting as an agent, employee, personnel consultant, affiliate, guest blogger, joint venture partner, employee, staff, team member, or anyone affiliated with Us in any way of any liability for any loss, damage, injury, or litigation that you or any other person may incur from direct or indirect use of the information, content, or products found on our Website or via materials requested through email.

You understand and agree that Company is not liable for any type of direct or indirect damages arising out of your use of our Website, any information contained herein, or any products or services purchased therefrom, including but not limited to general, specific, incidental, consequential, punitive, or special damages. You also agree that we are not liable or responsible in any way for any loss incurred by you or your business, including revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our Website, technical glitch or failure,

defect or delay, or any other similar issue. You agree that your decision to use our Website is wholly at your own risk and voluntarily chosen by you, and any ramifications resulting therefrom are yours alone.

Company takes reasonable precautions and measures to keep all information private and confidential. We accept no responsibility for any third-party hacking or third-party ability to gain access to such confidential information held by us. You agree and understand that we shall not be held liable for any unauthorized access to or use of your information, property, regardless of negligence, failures, tort, breach of implied or express contract, or any other causes of action or legal theories of liability, even if such theories could have been foreseeable or preventable, or if we were made aware of such a possibility. Our limitations of liability extend to the fullest possible extent permitted by law, and in no event shall total liability exceed \$500 to any one person or collective plaintiffs.

Furthermore, Company takes no responsibility or liability for policies of third-party payment processing companies used to make payments through our Website. Please note that by using the third-party payment processor or visiting our Website subjects you to the terms and conditions, privacy policies, and disclaimers of those company, in addition to our own. We highly recommend that you read their individual policies and terms and conditions in addition to our own. Should you incur any damages as a result of the use of a third-party payment processor, you agree not to file or assert any claims against arising from the purchase of a product or service.

#### **INDEMNIFICATION**

You agree at all times to defend, indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Website, Products, Programs, Services or Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us. Should we be required to defend ourselves in any action directly or indirectly involving you, or an action where we decide your participation or assistance would benefit our defense, you agree to participate and provide any evidence, documents, testimony, or other information deemed useful by us, free of charge. We shall not be liable for any content posted to our Website by a third party and, as a Visitor, you agree to release us of any and all claims arising therefrom. we are not liable to any party, for any damages – whether direct, indirect, consequential, foreseeable, incidental or otherwise – stemming or perceived to stem from use of or reliance upon any information contained or found on our Website, or from products or services purchased therefrom. You also understand and agree that we are not liable for any damages incurring as a result of your reliance or use of information on our Website written by a third party, whether endorsed or not by us, and you agree to release us from any and all claims stemming from, or perceived to stem from, reliance on information contained on our Website.

You acknowledge and agree that we are not liable for any damages incurring as a result of your reliance or use of information on our Website written by a third party, whether endorsed or not by us, and you agree to release us from any and all claims stemming from, or perceived to stem from, reliance on information contained on our Website.

Company attempts to monitor any comments and posts made by all users and third-parties in order to protect all our visitors. Should you, as a user of our Website, see anything objectionable or offensive posted by a third party, you agree to (1) notify us of the material, and (2) agree not to take any action against us based upon the content posted by the third-party. You understand we

cannot be responsible for material posted by a user without our control and agree to release us of any and all claims arising therefrom.

### **LIMITATION OF LIABILITY**

You agree that visiting our Website, using our Products, Programs, Services and Program Materials are done at your own risk and acknowledge that these Products, Programs, Services and Program Materials are for informational and educational purposes only. You assume all risks. Company makes no guarantees related to **(income, success, increased revenue, projected sales, improvements or decline in physical health, mental health, spirituality, interpersonal relationship, emotional wellbeing and career)** in any way related to the use of these Products, Programs, Services and Program Materials. Our Products, Programs, Services and Program Materials are merely to provide you with education and tools to help you make your own decisions for yourself. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Website, Products, Programs, Services and Program Materials.

You further acknowledge that the information provided in our Website is general information only and is not suitable for all persons, businesses, locations, countries, or specific situations. By purchasing a product or service or visiting our Website, you acknowledge to do so is purely voluntary.

We will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Website, Programs, Products, Services or Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, mental or physical health, income, finances, earnings, business, clientele, client base, or any other result or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Website, Programs, Products, Services or Program Materials, or in any way or in any location. In the event that you use our Website, Programs, Products, Services or Program Materials or any other information provided by us or affiliated with us, we assume no responsibility.

By participating in using our website and/or adding yourself to our email list you voluntarily, and are solely and personally responsible for your actions, choices, and any results therein. Your use of this Website constitutes an agreement and acceptance that you will absolve Company as well anyone acting as an agent, employee, personnel consultant, affiliate, guest blogger, joint venture partner, employee, staff, team member, or anyone affiliated with Us in any way of any liability for any loss, damage, injury, or litigation that you or any other person may incur from direct or indirect use of the information, content, or products found on our Website or via materials requested through email.

You understand and agree that Company is not liable for any type of direct or indirect damages arising out of your use of our Website, any information contained herein, or any products or services purchased therefrom, including but not limited to general, specific, incidental, consequential, punitive, or special damages. You also agree that we are not liable or responsible in any way for any loss incurred by you or your business, including revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our Website, technical glitch or failure, defect or delay, or any other similar issue. You agree that your decision to use our Website is wholly at your own risk and voluntarily chosen by you, and any ramifications resulting therefrom are yours alone.



You also acknowledge and agree that we make no warranties, express or implied, and hereby renounce any such warranties, guarantees, or representations with respect to any portion of our Website, the content herein, content distributed through email lists, social media, via webinars, or that which is made available through purchase via our membership site. By use of the Website, you agree and understand that use of content and information found herein is to be used at your own risk, with no guarantees, representations, or warranties regarding fitness for particular purpose, accuracy, or otherwise.

### **RELEASE OF CLAIMS**

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Website, Programs, Products, Services or Program Materials, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

### **DISPUTE RESOLUTION**

It is the intent of Company that should any differences arise, we could work them out amicably through written correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to us at **support@poppygrovelc.com** and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction.

By visiting our Website, purchasing our Products, Programs, Services and/or Program Materials you are agreeing to a modification of the statute of limitations such that any arbitration must begin within (1) year of the date of your correspondence referenced above or you waive the right to seek dispute resolution by arbitration or take any other legal action.

You also agree that should arbitration take place, it will be held in **Templeton, California** and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Products, Programs or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms and Conditions are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

### **GOVERNING LAW**

These Terms and Conditions shall be governed by the laws of the State of **California** regardless of

the conflict of laws principles thereof.

### **TERMINATION**

Company has the right to refuse or immediately terminate your access to our Website at any time, for any reason, with or without notice. Should this occur, no explanation is owed to you, nor is this decision subject to any appeals or legal action. If you made any purchases and we determine you are entitled to receive or allowed continued use of the purchased information, we will make this information available to you in a way we see fit, which you agree will be satisfactory to you.

Should you have any questions about any term of these Terms and Conditions, please contact us at **support@poppygrovellc.com** Thank you.

**Additionally, please review the terms of our [Privacy Policy](#) for how your information is stored and shared.**