

TERMS OF SERVICE

By accessing the LSLE Training Portal ("Portal") from Laurel Senior Living Education LLC ("Company," "we," or "us"), you and the Company agree to the following Terms of Service ("Terms of Service"), without modification, and you acknowledge reading them:

ACCESS TO PORTAL AND MATERIALS

The Portal includes, but is not limited, to course content, written content, recorded video and audio content, live and pre-recorded calls, and discussions in Portal related forums (collectively, "Materials").

The Portal and Materials may only be accessed by you - the customer on record with the Company. You agree that the Portal and Materials, including any usernames or passwords, may only be used by you as permitted herein and may not be sold or distributed without the Company's express written consent.

Your access to the Portal may be revoked for failure to abide by these Terms of Service or for failure to make timely and full payments to the Company for your purchase of the Portal.

ACCOUNT CREATION

In order to use the Portal, you are required to provide information about yourself including your name, email address, username and password and other personal information. You agree that any registration information you provide will always be accurate, correct and up to date.

OUR INTELLECTUAL PROPERTY

You agree that the Portal and Materials contain proprietary information that is owned by the Company and is protected by copyright, trademark and other applicable intellectual property laws. You will not use the Portal or Materials in a manner that constitutes an infringement of the Company's rights or that has not been authorized by the Company. The use of the Company's Portal or Materials, except as permitted herein, is strictly prohibited and infringes on the intellectual property rights of the Company and may subject you to civil and criminal penalties, including possible monetary damages, for infringement on the Company's intellectual property rights.

Company grants you a limited, personal, non-exclusive, non-transferable license to access the Portal and Materials for your own personal and non-commercial use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, sell, distribute, duplicate, lease, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Portal or Materials in any manner or medium (including by email or other electronic means). You shall not remove any copyright notice or author designation from any part of the Portal and Materials.

PAYMENT FOR PORTAL

You agree to make timely and full payments to the Company for Materials purchased through the Portal. The full amount for Materials purchased through the Portal is due to the Company even if you do not complete Materials.

You authorize Company to automatically charge the credit card on file for any and all Portal balances owed and you agree to keep this information current and up-to-date with the Company. If any payment is insufficient or declined for any reason, Company may revoke your access to the Portal, without refund.

REFUND POLICY

Refunds for purchases made through the Portal are not available. You agree to make timely and full payments to the Company for the Portal even if you choose not to complete Materials purchased through the Portal. You authorize Company to automatically charge the credit card on file for any and all Portal balances owed and you agree to keep this information current and up-to-date with the Company.

CUSTOMER SUPPORT

Email support for the Portal will be available at info@lsledu.com while the Portal is in session.

CUSTOMER FEEDBACK

You agree that the Company has the right to use your feedback whether in the form of emails, surveys, comments, discussions in Portal related forums, coaching calls, or otherwise, for the purposes of marketing or promoting the Portal. Company will usually seek your prior permission to use your feedback.

RELEASE

You agree that the Company may use any images, audio recordings or video recordings of you obtained while enrolled in the Portal. You waive any right to payment, royalties or any other consideration for the use of such images, audio recordings or video recordings. You waive the right to inspect or approve the finished product, including written or electronic copy, wherein your likeness appears. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which you, your heirs, representatives, your estates have or may have by reason of this authorization.

NO CONFIDENTIALITY

You understand that given the group format of this Portal, information provided or shared with the Company or other participants, whether in the form of comments, discussions in Portal related forums, coaching calls, webcasts, or otherwise are not confidential.

LAWFUL PURPOSES

To access or use the Portal, you must be at least eighteen (18) years old and have the requisite power and authority to enter into these Terms of Service. You may use the Portal for lawful and legitimate purposes only. You agree to be financially responsible for all purchases made by you. You shall not post or transmit through the Portal any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

REFUSAL OF SERVICE

We reserve the right to refuse access to the Portal to any person or entity, without the obligation to assign reason for doing so. We may at any time change or discontinue any aspect or feature of the Portal, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

We reserve the right to immediately remove you from the Portal without refund if you violate these Terms of Service.

ERRORS, INACCURACIES, AND OMISSIONS

Information provided about or in the Portal or Materials is subject to change. Company makes no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current or error-free. Company disclaims all liability for any inaccuracy, error or incompleteness in the Portal or Materials.

RELATIONSHIP OF THE PARTIES

You agree that Company is acting as an independent contractor and that no partnership or joint venture is created between us.

DISCLAIMER

The Company gives no warranties with respect to any aspect of the Portal or any Materials related thereto or offered in connection with the Portal and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. By purchasing Materials through the Portal, you accept, agree and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your future earnings, business profit, marketing performance, audience growth, health or results of any kind. The Company does not guarantee that you will get any results using any of our ideas, tools, strategies or recommendations, and nothing in our Portal is a promise or guarantee to you of such results.

THIRD PARTY RESOURCES

The Portal or Materials 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.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE TRANSACTIONS IT CONTEMPLATES (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM OF ACTION) AND IRRESPECTIVE OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE. IN NO EVENT WILL THE COMPANY'S LIABILITY EXCEED THE PRICE THE CUSTOMER ACTUALLY PAID TO THE COMPANY FOR THE PORTAL.

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 Portal. 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.

GOVERNING LAW; VENUE

The Terms of Service shall be governed by the laws of the State of Florida and any disputes arising from it must be handled exclusively in the County of Leon, Florida.

RECOVERY OF LITIGATION EXPENSES

If any legal action or other proceeding is brought for the enforcement of the Terms of Service, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Terms of Service, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

ENTIRE AGREEMENT; WAIVER

The Terms of Service constitutes the entire agreement between you and the Company pertaining to the Portal and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of the Terms of Service by 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 Company.

CHANGED TERMS

We reserve the right to update our Terms of Service at any time. Such amendments are effective immediately by us posting the new Terms of Service on this Portal website at www.lsl.edu.com. Any use of the Portal by you after an amendment is made means you accept these amendments.

EFFECT OF HEADINGS

The subject headings of the paragraphs of the Terms of Service are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

SEVERABILITY

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

ASSIGNMENT

Nothing in these Terms of Service, express or implied, will confer upon any person or entity not a party to these Terms of Service, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of these Terms of Service, except as expressly provided herein.