

The following TERMS OF USE, PRIVACY POLICY, TERMS, AND CONDITIONS are subject to change at any time at the sole discretion of the Site owner and operator. Please visit the site regularly for updates.

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## **TERMS OF USE--WEBSITES**

Please read the following terms of use relating to your use of this site and all the sites listed below under our brand carefully. By using these sites, you agree to these terms of use. We reserve the right to modify these terms at any time, so please check this page periodically for changes. By using these sites after we post any changes to these terms, you agree to accept them, whether you have reviewed them or been notified about them. If at any time you choose not to accept these terms of use, please do not use this site or any of our sites.

### **Owners and Collectors of Information**

These terms of use apply to your use of all the Sites and services owned or operated by Trey Malicoat, M.S., The Restoration Academy / Restoration Coaching & Trey Malicoat & Associates, LLC (collectively "we," "us," or "our"), including Treymalicoat.com, Restorationcoaches.com and any other site that we have owned or operated, do own and operate, or may own or operate in the future (collectively, the "Sites"). Unless we say otherwise, all references to the Sites in these terms of use include all such Sites. These terms of use do not apply to your use of unaffiliated Sites to which any Sites may link or direct you.

If you have any questions about these terms of use, you may contact us at

**Trey Malicoat, M.S. / The Restoration Academy**

**Telephone: 303-888-2700**

**Treymalicoat@gmail.com**

Please note that the "Terms of Use" are different and separate from the "Terms and Conditions" associated with registering for any of our live events and seminars. Please view the "Terms and Conditions" below.

### **Restrictions**

The contents of our Sites are protected by copyright and trademark laws and are the property of their owners. Trey Malicoat, M.S., and The Restoration Academy / Restoration Coaching copyrighted all Sites information. Unless otherwise noted, you may access and use the information and materials within the Sites for personal use. You may not change, modify, delete, display, transmit, adapt, exploit, or copy for distribution or sale any information, material, trademark, or copyright on the Sites. You must obtain written permission from us or any other entity that owns intellectual property on the Sites before you publish, distribute, display, or commercially exploit any material. Using the Sites, you agree to abide by all copyright notices or other posted restrictions.

## **Links**

These terms of use apply only to our Sites and not to the Sites of any other companies or organizations, including those we link to. We do not maintain, create, endorse, or take any responsibility for the contents, advertising, products, or other materials made available through any other site, including those we link to. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you in connection with your use of any content, goods, or services available on any other site. Other Sites may link to our Sites by permission only. To seek our permission, you may contact us at the information above. We reserve the right to rescind any permission granted to you or any organization in which we approve linking to our Sites and to require termination of any such link to any of the Sites at our discretion at any time.

## **Events, Information, and Speaker Changes**

The events, information, and speakers listed on our Sites are subject to change without notification.

## **Submissions**

We welcome your comments about any of the Sites. However, we will not review or consider any unsolicited creative submissions or suggestions for topics at our seminars or within our newsletters or products. We hope you will understand that this policy is intended to avoid the possibility of future misunderstandings if ideas developed by our staff are similar to the ideas submitted to us. Accordingly, we ask that you not send us any original creative ideas, suggestions, or materials. If, despite our request, you send us any idea, suggestion, or material ("Submission"), it shall become our property. We will not be subject to any obligation of confidence for any Submission and will not be liable for any use or disclosure of any Submission. Suppose you submit something to us, and it is unsolicited. In that case, we will exclusively own all rights to the Submission worldwide and be entitled to the unrestricted use of the Submission for any purpose without compensation or notification to the Submission provider. Given this fact, we ask that you refrain from submitting creative projects to us, particularly those that are confidential or personal to you.

## **Forums**

A "forum" means any message board, chat room, user review forum, or other interactive service appearing on any of the Sites and includes public boards and private folders. You must register per the instructions on the Sites to contribute to any forum. You may not post on any forum or send to any other forum user or our staff any material that is abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, invades a person's privacy, violates any intellectual or other property rights, or that would otherwise violate any law. You may not use any forum commercially. You may not post material that solicits funds or advertises goods or services. You may not post material known to be false. You may not post messages that contain stock touts. You may not post or transmit any information, software, or other material that contains a virus or other harmful component. We are not responsible for material appearing in any forum on the Sites except for material signed by one of our identified representatives. We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. We retain,

however, the right to modify or remove messages or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable. We also reserve the right to edit materials for any other reason. Whether or not we modify or remove such material, users remain solely responsible for the content of their messages or postings. By posting on the Sites, you grant (or warrant that the owner of such rights has expressly granted) us and/or relevant affiliated companies the worldwide, perpetual, nonexclusive right to use your questions, comments, and postings in their original or edited form, in television programs, books, articles, commentaries, or in any other medium now known or later developed. You also warrant that you own or otherwise control all of the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights of any third party. Additionally, you warrant that any "moral rights" in posted materials have been waived. You are not entitled to any compensation for any materials you may post on the Sites.

### **Registration**

At our discretion, we may suspend or terminate the registration of any forum user or general user who violates any of these terms of use, any of the forum member guidelines, or any other behavior that we, in our discretion, believe is inappropriate.

### **Disclaimers**

The information, services, products, claims, seminar topics, and materials on our Sites are provided "as is" and without warranties, either expressed or implied. We disclaim all warranties, expressed or implied, including but not limited to implied effectiveness of the ideas or success strategies listed on this site and those provided in our products or to our participants at our events. The only exception is the guarantees of satisfaction and graduation that are clearly labeled guarantees within our Sites. Neither we nor our respective licensors or suppliers warrant that any functions in the Sites will be uninterrupted or error-free, that defects will be corrected, or that the Sites or the server that makes them available are free of viruses or other harmful components. Neither we nor our respective licensors or suppliers warrant or make any representations regarding the use or the results of the use of the services, products, information, or materials on this site in terms of their correctness, accuracy, reliability, or otherwise. You (and not we or our respective licensors or suppliers) assume the entire cost of all necessary servicing, repair, or correction to your system. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. We do not endorse, warrant, or guarantee any speakers, products, or services offered on the Sites or those we link to. We are not a party to and do not monitor any transaction between users and third-party providers of products or services.

### **Limitation of Liability**

Under no circumstances, including but not limited to negligence, will we or any of our licensors or suppliers be liable for any special or consequential damages that result from the use of, or the inability to use, the materials or information on the Sites, or any products or services provided under the Sites, even if advised of the possibility of such damages. Applicable law may not allow the limitation or

exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the Sites.

Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any advice, goods, or services you receive from a guest speaker on our Sites or at one of our events.

We are also not responsible or liable for any loss or damage caused or alleged to have been caused to our guest speakers in connection with the display of their photo, name, or biography posted on our Sites or in our marketing materials.

### **No Professional Advice**

The information contained in or made available through the Sites (including but not limited to information contained on message boards, in text files, or chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, or legal matters. You should regularly consult a doctor in all physical or mental health matters, particularly concerning symptoms that may require diagnosis or medical attention. We and our licensors or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Sites. Neither we nor our partners nor any of their affiliates will be liable for any direct, indirect, consequential, special, exemplary, or other damages that may result, including but not limited to economic loss, injury, illness, or death. You alone are responsible and accountable for your decisions, actions, and results in life. Using the Sites, you agree not to attempt to hold us liable for any such decisions, actions, or results at any time, under any circumstance.

### **Earnings Disclaimer**

When addressing financial matters in our Sites, videos, newsletters, or other content, we've made every effort to ensure we accurately represent our programs and their ability to improve your life or grow your business. However, there is no guarantee that you will get any results or earn any money using any of our ideas, tools, strategies, or recommendations, and we do not purport any "get rich schemes" on any of our Sites. Nothing on our Sites is a promise or guarantee of earnings. Your level of success in attaining similar results depends upon several factors, including your skill, knowledge, ability, dedication, business savvy, network, and financial situation, to name a few. Because these factors differ according to individuals, we cannot guarantee your success, income level, or ability to earn revenue. You alone are responsible for your actions and results in life and business. Any forward-looking statements outlined on our Sites are our opinion and, thus, are not guarantees or promises for actual performance. It should be clear to you that by law, we make no guarantees that you will achieve any results from our ideas or models presented on our Sites, and we offer no professional legal, medical, psychological, or financial advice.

## **Parental Permission**

The Sites are not directed to children under 13, and we will not knowingly collect personally identifiable information from children under 13. We strongly recommend that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access. At our discretion, we may require users under 18 to obtain the consent of a parent or guardian to view certain content, and we may limit access to certain content to users above a specified age. You agree to abide by any such restrictions and not to help anyone avoid these restrictions.

## **Mature Content**

On our Sites, we will occasionally discuss mature topics and language relating to personal and professional growth. Users uncomfortable with such topics or language should not use our Sites.

## **Confidentiality and Non-Compete**

Users of our Sites hereby understand that the tools, processes, strategies, materials, and information presented on our Sites are copyrighted and proprietary. Hence, users agree not to record, duplicate, distribute, teach, or train from our information in any manner whatsoever without our express written permission. Any unauthorized use or distribution of our Site's proprietary concepts, materials, and intellectual property by you or your representatives is prohibited. The promoter will pursue legal action and full damages if these terms are violated to protect its rights.

## **PRIVACY POLICY**

We are committed to protecting your privacy and security and have explained the steps we take in detail. We control this site from offices in the United States of America. We do not represent that materials on the site are appropriate or available for use in other locations. Persons who choose to access this site from other locations do so on their initiative and are responsible for compliance with local laws if and to the extent local laws are applicable.

### **Outside Sites (Their Privacy Policies May Be Different)**

The Site contains links to other websites, like our sponsor's websites or links to booksellers, that may offer products or services that our customers might find useful. These sites may request information from you. In such instances, the collection and use of your personal information will be governed by the privacy policy applicable to that site. We do not control these sites' privacy policies, contents, or links. We encourage you to review the privacy policies of any third-party sites or services before providing any of them with your personal information.

## **How and why we collect information**

We collect your information to record and support your participation in your selected activities. Suppose you register for a seminar, for example. In that case, the information is used to reserve your seat, track your preferences, and inform you about the seminar and related events. As a visitor to our Sites, you can engage in many activities without providing any personal information. In connection with other activities, such as registering for a seminar or participating in a sweepstakes, we may ask you to provide certain information about yourself by completing and submitting an online form. It is completely optional for you to engage in these activities. Suppose you elect to engage in these activities. In that case, however, we may ask that you provide us with personal information, such as your first and last name, mailing address (including ZIP code), e-mail address, telephone, credit card, and other personal information. You cannot engage in that activity if you do not provide mandatory data concerning a particular activity. In all cases, we will collect your personal identification information only if you voluntarily submit such information to us. We will also tell you how we use your information or if we share it with another party. Except as otherwise provided in this policy, we will never intentionally disclose any personal identification information about you as an individual user to any third party without your permission. Suppose you supply us with your contact information. In that case, you may receive periodic e-mails, mailings, or calls from us with information on new products and services, important issues, or upcoming events. If you wish to be removed from any postal, email, phone, or other lists, please email us at [treymalicoat@gmail.com](mailto:treymalicoat@gmail.com). You can also write or call us at the contact information above. Please provide us with your exact name, email address, mailing address, and phone number. We will be sure your name is removed from the appropriate lists immediately. When you use our Sites, we or our authorized technology services provider may also collect certain technical and routing information from you to facilitate your use of the Site and its services. We use this information to administer the Site and to understand and measure traffic patterns on the Site so that we know which areas of our sites are favorites of our users, which areas need improvement, and what technologies are being used so that we may continually improve our sites. This information is collected in aggregate without identifying you or any user individually. We may use this aggregate, non-identifying statistical data for statistical analysis, marketing, or promotional purposes. We and our technology services provider often track this data by using "cookies" during your visit. A cookie is a small amount of data transferred to your browser by a web server and can only be read by the server that gave it to you. Your identification card lets us record your passwords, purchases, and preferences. It cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, allowing you to decide whether to accept it. (For some web pages that require authorization, cookies are not optional. Users choosing not to accept cookies will probably be unable to access those pages.

## **Exceptions to Privacy Policy**

While we are committed to keeping your information secure and private, we have the following exceptions to our privacy policy: We will release specific information about you or your account to comply with any valid legal inquiry or process, such as a search warrant, subpoena, statute, or court

order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Sites or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, concerning a corporate merger, consolidation, the sale of related assets or corporate division, or other fundamental corporate change. Further, the information you enter when making a purchase or an online donation will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely to carry out the transactions. Please note that if you give out personal information online through a discussion board or posting site, that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of the information you post in these forums. You disclose such information at your own risk.

### **Miscellaneous**

These terms will be governed by and construed by the laws of the State of Texas without regard to any principles of conflicts of law. You agree that any action at law or in equity arising from or relating to these terms will be subject to mediation in Texas. Suppose any of these terms of use are found unlawful, void, or unenforceable. In that case, that provision will be considered severable from the remaining terms of use and will not affect the validity and enforceability of the remaining provisions. These terms may be modified only by posting changes to these terms of use on our Sites.

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## **TERMS, DISCLAIMERS AND CONDITIONS FOR ALL RESTORATION ACADEMY & TREY MALICOAT & ASSOCIATES EVENTS**

Please carefully read the following terms and conditions relating to your participation in any Trey Malicoat & Associates, LLC (Promoter) events and/or The Restoration Academy (Promoter) events or seminars. These terms and conditions are relevant to all events and seminars, including but not limited to groups, retreats, personal enrichment classes, all business enhancement classes, and any other workshop or seminar. For this site, and since registrants may register for only one event at a time, all events and seminars will be referred to from here forward in the singular tense as simply the "Seminar."

By registering for the Seminar at any one of our locations ("Hotel"), you (the "Attendee") signify your acceptance of and obligation to these terms and conditions. If you have objections to the following Terms and Conditions, you should not register for or attend the Seminar.

### **Attendee Conduct**

Promoter requires all Attendees to be respectful and professional to our staff, location hosts, speakers, and other attendees and their guests or families throughout the Seminar, even during non-scheduled downtime and breaks. Promoter reserves the right to ask attendees and/or their guests to leave the conference room and Hotel immediately should they be deemed rude, uncooperative, unprofessional,

intoxicated, or in possession of alcohol or any illegal substance. In such case, the attendees' tuition/fees for the Seminar will not be reimbursed under any circumstances, and they will not receive any future products, services, or correspondence from the Promoter. Attendees will also not receive any of our advertised bonuses or qualify for our satisfaction guarantee or any other written or implied guarantee.

### **Liability Waiver**

While we take every possible measure to ensure attendees' safety at the Seminar, we cannot control everything. For this reason, Attendee is legally responsible for their safety and behavior and agrees to, and is held legally liable to, the following statements:

I, the willing Attendee of the Seminar, hereby accept all risks to my health and my injury or death resulting from participating in the Seminar. I hereby release Promoters, Trey Malicoat & Associates, The Restoration Academy, and their officers, employees, interns, contractors, sponsors, and representatives from any liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any claims and causes of action for loss of or damage to my property and for any illness or injury to my person, including my death, that may result from or occur during my participation at the Seminar, whether caused by negligence of the Promoter, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless Promoter, Trey Malicoat & Associates, LLC and The Restoration Academy, and any third-party company from liability for the injury or death of any person(s) and property damage that may result from my negligent or intentional act or omission while attending and participating in the Seminar. Under no circumstances will Promoter Trey Malicoat & Associates, LLC and The Restoration Academy, or their assigns, be held liable for my injury or death or any loss or damage of my personal belongings resulting from my participation in the Seminar. Should I require emergency medical treatment due to an accident or illness arising during my attendance and participation in the Seminar, I consent to such treatment. I acknowledge and agree to be financially responsible for any medical or legal bills incurred due to emergency medical treatment. I will notify Promoter verbally and in writing if I am at any time injured before, during, or after the Seminar in my travels or attendance or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that Promoter is not legally obligated to act on that information in any way or to provide any medical service whatsoever to me. I agree that I will notify the Promoter if I have any medical or psychological conditions that may hamper me from fully and healthfully participating in the Seminar. The Promoter retains the right to ask that I not participate in portions of or the entirety of the Seminar.

### **Liability Disclaimer: No Professional Advice**

The information contained in or made available by the Promoters, Trey Malicoat & Associates, LLC, and The Restoration Academy, or any third party through the Seminar or their websites or services cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, mental, financial, medical, psychological, or legal fields. Promoter does not offer any professional personal, medical, financial, or legal advice, and none of the information contained in the Seminar should be confused as such advice. Neither Promoters, Trey Malicoat & Associates, and The Restoration



Academy nor their assigns, sponsors, speakers, partners, contractors or any of their affiliates will be liable for any direct, indirect, consequential, special, exemplary or other damages to the Attendee or the Attendee's business, including economic loss, that may result from participation in the Seminar or from the use of, or the inability to use, the materials, information, or strategies communicated through the Seminar or any products or services provided pursuant to the Seminar, even if advised of the possibility of such damages. Under no circumstances, including but not limited to negligence, will Promoter or Trey Malicoat & Associates, LLC and The Restoration Academy be liable for any special or consequential damages that result from the Attendee's participation in the Seminar. To be clear: You, the Attendee, alone are responsible and accountable for your decisions, actions, and results in life, and by your participation in our Seminar, you agree not to attempt to hold us, the Promoter Trey Malicoat & Associates, LLC and The Restoration Academy liable for any decisions, actions or results that you make or experience in business or life due to your participation in this Seminar at any time, under any circumstance.

### **Confidentiality and Non-Compete**

Attendee hereby understands that the tools, processes, strategies, materials, and information presented in the Seminar are confidential, copyrighted, and proprietary to the Promoter and agrees not to record, duplicate, distribute, teach, or train from the Seminar materials in any manner whatsoever without the express written permission of Promoter. Any unauthorized use or distribution of these proprietary concepts, materials, and intellectual property by you or your representatives is prohibited, and the Promoter will pursue legal action and full damages if these terms are violated to protect its rights.

### **Adult Content**

During our Seminar, we will discuss several adult personal and professional growth topics. We will also occasionally use adult or profane language to emphasize a point or connect with or surprise the audience (though we will never be lewd and always use tact and discretion in doing so). Participants uncomfortable with such topics or language should not attend the Seminar.

### **Audio/Visual Rules and Release**

Attendees may not, under any circumstance, use any recording device to capture the information provided at the Seminar. No recording devices, photography, or videography is allowed in the Seminar room.

By participating in the Seminar, the Attendee understands that portions of the Seminar's live events may be recorded in video and audio and/or captured in still and/or digital photographs by the Promoter. Attendee agrees that the Promoter and its assigns have the right and permission to use such recordings and photographs should they include Attendee's name, likeness, voice, biographical details, testimonial, or photograph for marketing, advertising, or any other purpose in any media or format, online and/or offline, now or hereafter without further compensation, permission, or notification to the Attendee. Attendee understands and agrees that all recordings from the Promoter's events are the exclusive rights of the Promoter. Attendee does not ask for or expect compensation for using recordings or photographs

in which Attendee appears or speaks. The Promoter owns all rights of any audio, video, and/or photograph captured during the Promoter's Seminar or at any of the Promoter's other live events.

### **Privacy Policy and Terms of Use**

By visiting our event sites and participating in the Seminar, Attendees acknowledge and agree that they are subject to the promoter's Privacy Policies and Terms of Use, listed at <http://www.treymalicoat.com>.

### **Cancellation Policy**

Once Attendee registers for the Seminar, we make extensive arrangements and investments while anticipating their tuition and attendance, and, in the case of their cancellation, we incur significant administration hassles, expenses, and loss of business. Given this fact, we do not accept cancellations or issue refunds beginning 10 days after the Attendee has registered for the Seminar. Suppose Attendees cancel within 10 days of registering. In that case, they will receive a full refund, but any attendees seeking to cancel their registration after 10 days will not, under any circumstances, receive a refund. Again, this is due to the extremely limited seating for an event of this nature and with this caliber of celebrity speakers. If you are unsure whether you can attend the event, do not register. If, for whatever reason, you are unable to attend the event after you have registered and after 10 days have passed since registering, we will happily transfer your ticket to someone else or allow you to attend a future Trey Malicoat & Associates, LLC and The Restoration Academy event on the same topic at our sole discretion.

**Note:** We have a cancellation policy like this because each Seminar sells out. When an Attendee cancels, we must manage the administration challenges and gear up the marketing machine to fill the spot. That's why we allow 10 days to cancel, but we do not issue refunds after that. It does cost us substantial time and resources to process and refund a payment, to refund the promoter or affiliate from which the Attendee signed up, to communicate all this with Trey Malicoat & Associates, LLC and The Restoration Academy, and the Attendee and the promoter and the event planner for the Seminar, and to gear up the marketing machine to fill spots, which includes craft marketing messages, creating emails, postcards, mailings, involving Trey's time, etc. Given the number of our Attendees, we need to maintain this policy. This is our only method to ensure that serious participants sign up and that we do not lose business on empty seats. Attendees can request cancellations or to attend a future event via the correspondence information below.

### **Earnings Disclaimer**

We've made every effort to accurately represent our Seminar and its potential to help you grow your business. However, there is no guarantee that you will earn any money using the techniques you learn at the Seminar, and we do not purport this as a "get-rich scheme." Nothing on our websites or at our Seminar is a promise or guarantee of earnings. Your level of success in attaining similar results discussed is dependent upon several factors, including your skill, knowledge, ability, dedication, business savvy, network, and financial situation. Because these factors differ according to individuals, we cannot guarantee your success, income level, or ability to earn revenue. You alone are responsible for your

actions and results in life and business. Any forward-looking statements outlined on our sites or in our Seminar are our expectations or forecasts for future potential and, thus are not guarantees or promises for actual performance. These statements are our opinions. As stipulated by FTC law, we make no guarantees that you will achieve any results from our ideas or models presented at the Seminar, and we offer no professional legal or financial advice.

### **Satisfaction Guarantee**

As stated on our Site and in our marketing materials, we guarantee that Attendees will be 100% satisfied with the Seminar should they attend the entire event. Satisfaction is defined as the Attendee's belief that we have delivered on what we have promised in promoting the Seminar based on our Seminar registration site(s). If Attendees are unsatisfied after the event after having attended the entire event, and they notify us in the manner described herein, we will refund their tuition to the Seminar. At the immediate conclusion, participants who are unsatisfied with the Seminar must verbally notify one of our staff members of their dissatisfaction. Unsatisfied Attendees must also turn in all their course materials and their personal notes taken from the seminar. An Unsatisfied Attendee may be asked to submit a letter explaining their dissatisfaction. Any reimbursements will be made within 30 days of the event. All reimbursements are at the sole discretion of the Promoter, and all Promoter decisions are final and binding. Any statements of dissatisfaction or requests for refunds received after 24 hours of the event will not qualify for this guarantee.

Note: A guarantee represents a promise about the quality of services delivered; if an attendee never experienced the services (i.e., attends the Seminar), the guarantee does not apply. Further, the guarantee cannot be substituted or confused with the Cancellation Policy.

### **For correspondence, contact:**

**Trey Malicoat / The Restoration Academy / Restoration Coaching**  
**Telephone: 303-888-2700**  
**Treymalicoat@gmail.com**

### **Review and Jurisdiction**

These Terms will be governed by and construed by the laws of the State of Colorado. Attendee agrees that any dispute that arises out of or relates to these Terms will be resolved via non-binding mediation in the State of Colorado via a professional mediator obtained by the Promoter and, if a successful mediation is not reached, to binding arbitration arbitrated in the State of Colorado by the policies set forth by the American Arbitration Association. Suppose these Terms of Use are found unlawful, void, or unenforceable. In that case, that provision will be considered severable from the remaining terms of use and will not affect the validity and enforceability of the remaining provisions.

### **Updates**

These Terms are subject to change at any time and at the sole discretion of the Promoter. Please visit the site regularly for updates.

## Digital Item Policy

Effective Date: 9/1/2023

### 1. Introduction

This Digital Item Policy ("Policy") governs the sale, distribution, and use of digital products and items ("Digital Items") offered by Seller through our website or other online platforms. By accessing, purchasing, or using Digital Items from us, you ("Customer," "you," or "your") agree to comply with this Policy. Please read this Policy carefully.

### 2. Digital Item Description

a. **Nature of Digital Items:** Digital Items offered by the Seller may include, but are not limited to, digital downloads, software, e-books, templates, design files, audio files, video files, and other digital content.

b. **Usage Rights:** The Seller may grant you specific usage rights for each Digital Item. These rights may include personal use, commercial use, or limited use, as specified in the product description.

### 3. Payment and Delivery

a. **Payment:** The purchase price for Digital Items is specified on our website. Payment must be made at the time of purchase using the provided payment methods.

b. **Delivery:** Upon successful payment, you will receive access to download or use the Digital Items as specified on our website. Access may be provided via a download link, email, or through your user account on our platform.

### 4. Usage Rights and Restrictions

a. **License:** Unless otherwise stated, the Seller grants you a non-exclusive, non-transferable license to use the Digital Items for your personal, non-commercial use or in accordance with the usage rights specified in the product description.

b. **Restrictions:** You may not:

- Share, sell, or distribute Digital Items to third parties unless expressly permitted by the Seller.
- Modify, alter, or create derivative works from the Digital Items, unless such modifications are expressly permitted by the Seller.
- Remove or alter any copyright, trademark, or other proprietary notices from the Digital Items.
- Use Digital Items in a way that violates any applicable laws or regulations.

### 5. Intellectual Property

a. **Ownership:** All intellectual property rights in the Digital Items, including copyrights, trademarks, and trade secrets, are owned by the Seller or its licensors.

b. **No Transfer:** Your purchase of Digital Items does not transfer any ownership rights in the Digital Items or intellectual property associated with them.

## 6. Refunds

a. **Refund Policy:** Refunds for Digital Items are subject to our Refund Policy, which can be found on our website.

## 7. Privacy and Data

a. **Privacy:** The collection and use of your personal information related to Digital Item purchases are governed by our Privacy Policy, which can be found on our website.

## 8. Disclaimer of Warranties

a. **As-Is Basis:** Digital Items are provided "as is" and without warranties of any kind, whether express or implied.

b. **No Guarantees:** The Seller does not guarantee any specific outcomes, results, or performance from the use of Digital Items.

## 9. Limitation of Liability

a. In no event shall the Seller be liable for any indirect, special, incidental, or consequential damages arising out of or in connection with the use or purchase of Digital Items.

## 10. Changes to Policy

a. The Seller reserves the right to modify or amend this Policy at any time. Any changes will be effective immediately upon posting on our website. It is your responsibility to review this Policy periodically for updates.

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