

General Terms and Conditions for Use of Online Products and Services

The following "General Terms and Conditions" govern your use of the sarahauber.com website, its content, products, and online services (the "Online Services"); all websites (the "Websites") owned or operated by Sara D. Hauber ("SDH"); and any and all text and video materials ("Materials") made available by SDH on the Websites or by its contributors or affiliates. The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., individual, group, company, corporation, partnership, sole proprietor, etc.) or government agency entering into a User Agreement with SDH. The "User Agreement" shall consist of these General Terms and Conditions; any Additional Terms published and applicable to you at any time; and the published transactional rates applicable to you (including free use of the non-member portions of any website owned or operated by SDH). An "Authorized User" is anyone who has password credentials to access the Online Services or Materials reserved for an expressed level of site access or membership.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY OF THE WEBSITES OR ONLINE SERVICES AND MATERIALS OWNED OR OFFERED BY SDH. BY ACCESSING OR USING THE WEBSITES AND/OR ONLINE SERVICES AND MATERIALS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE WEBSITES OR ONLINE SERVICES OR MATERIALS AND SHOULD IMMEDIATELY CEASE SUCH USE. SDH MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON NOTICE, WHICH MAY BE ACCOMPLISHED BY POSTING THE MODIFIED AGREEMENT ON SARHAUBER.COM OR VIA EMAIL. YOUR USE OF ANY OF THE WEBSITES AND/OR ONLINE SERVICES AND MATERIALS FOLLOWING SUCH NOTICE SHALL BE DEEMED YOUR ACCEPTANCE OF SUCH CHANGES. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS, AND YOUR CONTINUED ACCESS OR USE OF THE WEBSITES AND/OR THE ONLINE SERVICES AND MATERIALS SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT. IF WE REQUEST, YOU IRREVOCABLY AGREE TO SIGN A NON-ELECTRONIC VERSION OF THIS AGREEMENT.

1. COPYRIGHT

(a) The entire contents of the Websites and the Online Services and Materials available through sarahauber.com and the Websites owned or operated by SDH are protected by copyright (unless otherwise indicated). All rights are reserved.

(b) You and any Authorized Users agree not to remove, obscure, or modify any copyright or proprietary notices, author attribution, or any disclaimer as they appear on sarahauber.com, in any Online Service or Materials owned by SDH and available elsewhere, or on the Websites owned or operated by SDH. You or any Authorized Users

may not integrate material from the Websites or the Online Services and Materials with other material or otherwise create derivative works in any medium.

(c) The text and videos contained in the Websites and in the Online Services and Materials, in addition to the design, layout, look, appearance, and graphics, are all protected under U.S. copyright law. Reproduction is prohibited unless express written consent is sought and obtained from SDH.

2. LICENSE; TERMS OF USE

(a) You are granted a nonexclusive, non-transferable, limited license to access and use for personal purposes the Online Services and Materials made available to you. The rights granted to you are as follows:

(b) The right to electronically display Materials retrieved from the Online Services for your individual use (e.g., you may not network others via LANs, WANs, intranets or the Internet). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users have obtained an equivalent level of password credentials and are in the same physical location and the mode of display is not through the Internet, an intranet, or other types of networking communication like LANs or WANs;

(c) The Websites, Online Services, and Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the members-only Online Services or Materials for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to SDH for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates applicable to the Online Services and Materials in question.

(d) You and any Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, printing, or otherwise sharing text, videos, or Materials accessed from the Websites or Online Services. Doing so is considered copyright infringement. You may not exploit the goodwill of SDH, including its trademarks, service marks, or logos, without the express written consent of SDH. Additionally, under no circumstances may you or any Authorized User offer any part of the Websites, Online Services, or Materials for commercial resale or commercial redistribution in any medium or use the content of the Websites, Online Services, or the Materials to compete with the business of SDH.

(e) All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Websites, Online Services, and Materials in any medium belongs to SDH or its third party suppliers of Materials. Neither you nor any Authorized Users acquire any proprietary interest in the Websites, Online Services, Materials, or copies thereof. SDH makes no claim to ownership of copyright in text that is in the public domain, but you agree nevertheless not to download, print, or use such materials except in accordance with the terms and conditions set forth herein.

(f) Neither you nor any Authorized Users may use the Websites, Online Services, or Materials in any fashion that infringes the intellectual property rights or proprietary interests of SDH or any third party. Neither you nor any Authorized Users acquire any proprietary interest in the Websites, Online Services, Materials, or copies thereof, except the limited rights granted herein. Your use of the Websites, Online Services, and Materials must comply with all applicable laws, rules, and regulations.

(g) Neither you nor any Authorized Users may remove or obscure the copyright notice or other notices contained in the Websites, Online Services, or Materials.

3. INDEMNIFICATION

(a) You agree to indemnify, defend, and hold SDH and its members, subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, employees, and representatives harmless from and against any and all claims, damages, losses, costs or expenses (including reasonable attorneys' fees and disbursements) that arise directly or indirectly out of or from (i) your breach of the terms this User Agreement, (ii) any allegation that any materials that you submit to SDH or post on any page, comment, or survey/questionnaire infringe or otherwise violate the copyright, trade secret, trademark, or other intellectual property rights of a third party, and (iii) your access or use of the Websites owned or operated by SDH and/or the Online Services and Materials owned by SDH. This Section shall survive in the event this Agreement is terminated for any reason.

4. ACCESS TO MEMBERS-ONLY SERVICES

(a) Only you are eligible to access and use the members-only Online Services and Materials available to you at your credentialed level.

(b) To comply with local privacy, data protection, and other laws, each SDH member ID is IP-address specific and may not be used at more than 3 different IP addresses. If SDH suspects that you are sharing your login credentials with others who are not Authorized Users, SDH may suspend your membership credentials and member ID and/or require you to pay for an SDH member ID for the additional users.

(c) The Websites, Online Services, Materials, and feature functionality within the Websites, Online Services, and Materials may be enhanced, added to, withdrawn, or otherwise changed by SDH without notice.

(d) SDH is not responsible for any charges associated with accessing sarahauber.com, its Online Services and Materials, or any Websites owned by or affiliated with SDH, including, but not limited to, any computer equipment, telephone or Internet connections, and video-streaming or access software.

5. ASSUMPTION OF RISK

(a) You agree that if you engage in any text-based instruction included in the Websites, Online Services, and Materials, or use any equipment in conjunction with such Online Services and Materials for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in the online instruction or not. This includes injury or damage sustained while and/or resulting from

following any online video- or text-based instruction, using any premises or facility, or using any equipment, whether provided to you by SDH or otherwise, including injuries or damages arising out of the negligence of SDH, whether active or passive, or any of SDH's members, officers, affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your following any online video- or text-based writing instruction, or other general areas of any facilities in which you perform such writing activities. You assume the risk of your participation in any activity, program, instruction, or event, including but not limited to any writing activity undertaken as a result of watching, reading, or listening to any online video- or text-based instruction, whether included in the Websites, Online Services, or Materials or not, or any other academic endeavor. You agree that you are voluntarily participating in the aforementioned instruction and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of SDH or otherwise.

(b) ANY MATERIAL DOWNLOADED OR OTHERWISE VIEWED OR OBTAINED THROUGH THE USE OF THE WEBSITES OR THE ONLINE SERVICES OR MATERIALS IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR VIEWING OF ANY SUCH MATERIAL.

6. RELEASE

(a) You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge SDH (and SDH's members, affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of SDH, whether active or passive, or any of SDH's members, affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (i) your use of any video- or text-based instruction available to you online or via product download, as part of the Websites, Online Services, and Materials or any other venue, on any personal electronic devices, (ii) your use of any equipment or facilities which may malfunction or break, (iii) improper maintenance of any computer equipment, premises, or facilities, (iv) negligent instruction or supervision, including instruction delivered via online streaming video or by online or downloadable text, whether part of the Websites, Online Services, or Materials or not, (v) negligent hiring or retention of employees involved in such instruction, and/or (vi) slipping or tripping and falling while following any video- or text-based instruction in any public or private premises or while traveling to or from such locations to engage in such instruction, including injuries resulting from SDH's or anyone else's negligent inspection or maintenance of the facility or premises.

7. LIMITED WARRANTY

(a) SDH represents and warrants that it has the right and authority to make the Websites, Online Services, and Materials available to you as authorized expressly by this User Agreement.

(b) Except as otherwise provided in Section 7(a), the Websites, Online Services, and Materials are provided on an "as is," "as available" basis, and SDH and each third party supplier of Materials expressly disclaim all warranties, including the warranties of merchantability and fitness for a particular purpose. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SDH OR THROUGH OR FROM THE WEBSITES, ONLINE SERVICES, OR MATERIALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. THE USE OF THE WEBSITES, ONLINE SERVICES, AND ALL MATERIALS IS AT YOUR OWN RISK.

(c) SDH AND ITS MEMBERS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS, AND ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITES, ONLINE SERVICES, OR THE MATERIALS AVAILABLE VIA ANY SDH-OWNED OR AFFILIATED WEBSITE, MAKE NO WARRANTY THAT (I) THE WEBSITE OR ONLINE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS; (II) THE WEBSITE OR ONLINE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES); (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR ONLINE SERVICES OR MATERIALS WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITES OR ONLINE SERVICES WILL MEET YOUR EXPECTATIONS; (V) ANY ERRORS IN THE WEBSITES OR ONLINE SERVICES OR MATERIALS WILL BE CORRECTED, AND (VI) THE WEBSITES AND THEIR CONTENTS AND SERVERS THAT MAKE THE WEBSITES AVAILABLE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

(d) ALTHOUGH SDH STRIVES TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO ITS WEBSITES, ONLINE SERVICES, AND MATERIALS, SDH DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE WEBSITES, ONLINE SERVICES, OR MATERIALS ARE FREE OF DESTRUCTIVE MATERIALS. IN ADDITION, SDH DOES NOT WARRANT THAT ACCESS TO THE WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. SDH DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. NOR DOES SDH MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITES OR ANY ONLINE SERVICES OR MATERIALS OFFERED OR SOLD THROUGH THE WEBSITES, OR ITS CONTENT.

(e) SDH DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT CONFIDENTIALITY OF INFORMATION TRANSMITTED WHILE ACCESSING THE WEBSITES, ONLINE SERVICES, OR MATERIALS WILL BE MAINTAINED.

TO THE EXTENT ALLOWED BY LAW, SDH DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT EXPLICITLY STATED HEREIN.

(f) SDH makes no representation or warranty that the content and materials on its websites and/or in the Websites, Online Services, and Materials are appropriate or available for use in locations outside the United States. Those who choose to access the Websites or use the Online Services or Materials from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. SDH reserves the right, at any time in our sole discretion, to limit the availability and accessibility of any of its owned or operated Websites and/or the Online Services and Materials to any person, geographic area, or jurisdiction we so desire, and to limit the quantities of any such Online Services or Materials that we provide.

(g) The terms of this section apply to the extent permitted by law and survive any termination User Agreement or of the Terms and Conditions.

8. LIMITATION OF LIABILITY

(a) A Covered Party (as defined below) shall not be responsible or liable to you or anyone else for any loss, injury, claim, liability, or any indirect, incidental, consequential, special, exemplary, punitive or other damages (including attorney's fees) under any contract, negligence, strict liability or other theory arising out of or relating in any way to (i) the use of or inability to use the Websites, Online Services, or Materials; (ii) any content contained on the Websites and/or the Online Services and/or Materials; (iii) any errors in or omissions from the Websites, Online Services, or any Materials available or not included therein; (iv) statements or conduct posted or made publicly available on the Websites and/or the Online Services or Materials; (v) any product or service purchased or obtained through the Websites, Online Services, or Materials; (vi) any action taken in response to or as a result of any information available on the Websites, the Online Services, or the Materials; (vii) the loss or corruption of any data or equipment in connection with the Websites, Online Services, or Materials; (viii) any delay or failure in performance beyond the reasonable control of a Covered Party; (ix) any content retrieved from the Internet even if retrieved or linked to from within the Websites, Online Services, or Materials; (x) any damage caused by loss of access to, deletion of, failure to store, failure to back up, or alteration of any content on the Websites or in the Online Services or Materials, or (xi) any other matter relating to the Websites and/or the Online Services and/or the Materials. In no event shall SDH's total liability to you for any and all damages, losses, and causes of action (whether in contract, tort [including, but not limited to, negligence], statutory, or otherwise) exceed the amount paid by you, if any, in the 90 days preceding the initial date of your claim, for using any of the services or the sites.

(b) If you are dissatisfied with any portion of the Websites, Online Services, or Materials, or with this Agreement, your sole and exclusive remedy is to discontinue using the Websites, Online Services, and Materials. Without limiting the generality of the foregoing Section 8(a), Covered Parties will not be liable for:

- the contents of any communication, message, or information posted by you or other third parties;

- the content of any website not controlled, owned, or operated by SDH that is accessed from or linked to any Website owned or operated by SDH;
- the content, services or information provided by any website purporting to be operated by SDH or its affiliates, but not actually affiliated with, controlled, owned, or operated by SDH; and
- any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure.

(c) You further specifically acknowledge that all Covered Parties (as defined below) are not liable, and you agree not to seek to hold any Covered Parties liable, for the conduct of third parties, including other users of the Websites, Online Services, and Materials, and operators of external websites, and that the risk of use of the Websites, Online Services, and Materials, and all external websites, and of injury from the foregoing, rests entirely with you.

(d) "Covered Party" means SDH, its affiliates, and any member, officer, director, employee, subcontractor, agent, successor, or assign of SDH or its affiliates.

(e) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WEBSITES, ONLINE SERVICES, OR MATERIALS OR THIS USER AGREEMENT EXCEED THE AMOUNT YOU PAID TO ACCESS THE ONLINE SERVICES OR MATERIALS IN THE 90-DAY PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

(f) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WEBSITES, ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND ANY AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO SDH OR ITS THIRD PARTY SUPPLIERS.

(g) COVERED PARTIES WILL NOT BE LIABLE IN ANY AMOUNT FOR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS AND CONDITIONS IF SUCH FAILURE IS CAUSED BY THE OCCURRENCE OF ANY UNFORESEEN CONTINGENCY BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OUTAGES, COMMUNICATIONS OUTAGES, FIRE, FLOOD, TORNADO, HURRICANE, OR WAR.

(h) THESE EXCLUSIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE UNITED STATES OF AMERICA. IF ANY PROVISION OR PART-PROVISION OF THESE TERMS AND CONDITIONS SHALL BE INVALID, UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE IT SHALL BE DEEMED SEVERABLE AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THESE TERMS AND CONDITIONS.

(i) SDH may provide links to third-party websites. Where such links exist, SDH and its members disclaim all responsibility and liability for the content of such third-party websites. You and any Authorized Users assume the sole responsibility for the accessing of third-party websites and the use of any content appearing on such websites.

(j) The terms of this section survive any termination of User Agreement or the Terms and Conditions.

(k) Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this User Agreement remain in full force and effect.

9. PROFESSIONAL ADVICE DISCLAIMER

(a) THE WEBSITES, ONLINE SERVICES, AND MATERIALS OFFER INFORMATION RELATED TO LIFE, HEALTH, AND RELATIONSHIPS COACHING AND ARE DESIGNED FOR EDUCATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, GUIDANCE FROM MEDICAL PROFESSIONALS, HEALTHCARE PROFESSIONALS, OR MENTAL HEALTH PROFESSIONALS. DO NOT DISREGARD, AVOID, OR DELAY OBTAINING ADVICE FROM YOUR PREFERRED MEDICAL PROFESSIONALS, HEALTHCARE PROFESSIONALS, OR MENTAL HEALTH PROFESSIONALS BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE WEBSITES OR IN THESE ONLINE SERVICES OR MATERIALS. THE USE OF ANY INFORMATION PROVIDED ON THE WEBSITES OR IN THESE ONLINE SERVICES AND MATERIALS IS SOLELY AT YOUR OWN RISK.

(b) NOTHING STATED OR POSTED ON THE WEBSITES OR AVAILABLE THROUGH THE ONLINE SERVICES OR MATERIALS IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, A GUARANTEE THAT YOUR LIFE, HEALTH, WORK, OR RELATIONSHIPS WILL CHANGE AS A RESULT OF PARTICIPATING IN COACHING WITH SDH OR ACCESSING THE ONLINE SERVICES AND MATERIALS AVAILABLE VIA THE WEBSITES.

(c) THE WEBSITE AND THE ONLINE SERVICES AND MATERIALS ARE CONTINUALLY UNDER DEVELOPMENT AND SDH MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS, OR APPROPRIATENESS FOR ANY PURPOSE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE

WEBSITES, ONLINE SERVICES, OR MATERIALS WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

10. MISCELLANEOUS

(a) These General Terms and Conditions, including any Additional Terms, may be changed from time to time by SDH as described below or by written agreement. Charges and payment terms may be changed by SDH thirty (30) days prior to the date in which they take effect; all other provisions may be changed by SDH immediately upon notice to you. If any changes are made to this User Agreement, such changes will: (i) only be applied prospectively; and (ii) not be specifically directed against you or any Authorized Users but will apply to all similarly situated SDH customers using the Websites, Online Services, and/or Materials. Continued use of the Websites, Online Services, and Materials following the effective date of any change constitutes acceptance of the change but does not affect the termination right.

(b) If you have paid access to any of the Websites, Online Services, or Materials, you may terminate this User Agreement upon written notice to SDH if any change to these General Terms and Conditions is unacceptable to you. Termination of your acceptance of the User Agreement signifies termination of your access to whichever Website, Online Services, or Materials you subscribed, and such termination will be effective on the last day of the current term for which your current subscription is valid. For termination to be effective under this Section 10(b), written notice of termination must be provided to SDH within thirty (30) days of the effective date of the change to which you object. This User Agreement may not be supplemented, modified, or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

(c) SDH reserves the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently, the Online Services or Materials or any Website (or any portion thereof) owned or operated by SDH with or without notice. You agree that SDH will not be liable to you or to any third party for any such modification, editing, deletion, suspension, or discontinuance of the Online Services, Materials, or Websites.

(d) SDH may permanently or temporarily suspend or discontinue providing the Websites, Online Services, or Materials to any or all Authorized Users in breach of this User Agreement without notice, and SDH may pursue any other legal remedies available to it. Notwithstanding any of these Terms and Conditions, SDH reserves the right, without notice and in its sole discretion, for any reason or no reason, to terminate your password, account, or ability to use the Websites, Online Services, and/or Materials, and to block or prevent future access to and use of the Websites, Online Services, and/or Materials. You agree that SDH shall not be liable for any termination of your use of or access to the Online Services or Materials. You agree that any actions taken under this Section may be effective without prior notice to you. In the event of termination, however, those Sections

in this Agreement that provide for continuing obligations on your part shall survive indefinitely.

(e) All notices and other communications hereunder shall be in writing or displayed electronically in the Websites, Online Services, and/or Materials by SDH. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Websites, Online Services, and/or Materials; or on the date received, if delivered in any other manner. Notices to SDH should be sent to:

Sara Hauber Coaching
203 N. Kenilworth Ave. #4D
Oak Park, IL 60302

(f) The failure of you, SDH, or any third party supplier of Online Services or Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

(g) Neither you nor any Authorized User may assign your rights or delegate your duties under this User Agreement without the prior written consent of SDH, which consent shall not be unreasonably withheld. This User Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

(h) SDH agrees to comply with all applicable U.S. privacy laws. You and any Authorized User acknowledge and agree that information provided to SDH may be disclosed to parties outside of the U.S. for the purposes of supporting your customer relationship with SDH or otherwise in accordance with SDH's privacy policy. SDH's privacy policy can be viewed at <https://sarahauber.com/privacy-policy.html>.

(i) The User Agreement shall be governed by and construed in accordance with the laws of the state of Illinois regardless of the law that might otherwise apply under applicable principles of conflicts of law.

(j) This User Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this User Agreement is held to be invalid or unenforceable to any extent, then (i) such provision will be interpreted, construed, and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent, and (ii) such invalidity or unenforceability will not affect any other provision of this User Agreement.

(k) Where applicable, each affiliated company of SDH and each third party supplier of Materials has the right to assert and enforce these provisions of this User Agreement directly on its own behalf as a third party beneficiary.

(l) You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Websites, Online Services, or Materials or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(m) We may also require you to follow additional rules, guidelines, or other conditions (“Additional Terms”) in order to participate in certain promotions or activities available through sarahauber.com or any other Website owned or operated by SDH, to obtain certain premium content through any of SDH’s Websites, or for other reasons. In addition, certain Additional Terms will govern any purchases you make through the online stores located on any of SDH’s Websites. These Additional Terms will be posted on the relevant portions of SDH’s Websites. These Additional Terms are part of this User Agreement, and you agree to comply with them when you participate in those promotions, purchase items or services from our Websites’ online stores, or otherwise engage in activities governed by such Additional Terms.

(n) The section headings and sub-headings contained in this Agreement are for convenience only and have no legal or contractual effect.

(o) This User Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

These terms and conditions were last updated on January 2, 2021.