

TERMS AND CONDITIONS

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1. CONTENT ON OUR SITE Intellectual Property Rights. You agree that the Site itself, as well as all content, photographs, sound or videos, media, images, formulas, graphics, webinars, training materials, products, podcasts, services and/or other information and materials, and selection and arrangements thereof is copyrighted work under the United States and other copyright laws, and is the property of or licensed by Kenneth Benjamin, made available on the Site or any information, materials, and content transferred via a downloadable file or link by us or other third parties (collectively the "Content"). All trademarks, service marks, and trade names (collectively, the "Marks") are trademarks or registered trademarks of and are proprietary to Kenneth Benjamin or other respective owners that have granted Kenneth Benjamin the right to use such Marks. Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-transferable, and non-sublicensable, and revocable right to access, view, and use the Site solely for your personal purposes and non-commercial use, and as we otherwise intend. Kenneth Benjamin reserves the right to monitor the Services and Content for the purpose of determining that your usage complies with these Terms. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content on our Site in whole or in part, other than as necessary for your own personal non-commercial use, without

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Third-Party Services. Third parties may offer their services directly to you through the Site. In such case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. Kenneth Benjamin will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy or its failure to adhere to its terms of services or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products.

2. YOUR CONDUCT ON OUR SITE

Eligibility. To use the Site, you must be, and represent and warrant that you are, of legal age (18 years of age or older) and competence. By using the Site on behalf of any third party, you are representing to us that you are an authorized representative of that third party and that your use of the Site constitutes that third party's acceptance of these Terms. In addition, if you have been previously prohibited from accessing the Site or the website of any of our affiliates, you are not permitted to access the Site.

Account Information. If you create an account, any information that you choose to provide us must be true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of your password and account. You are entirely responsible for any and all activities that occur under your account. Your account is non-transferrable. You cannot sell, combine, or otherwise share it with any other person. Any violation of these Terms, including, without limitation, failure to maintain updated and correct information about your account or cause your account to fall out of good standing and we may cancel your account in our sole discretion. When you register with the Kenneth Benjamin and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the Kenneth Benjamin.

Feedback. If you send comments or suggestions about the Site to the Kenneth Benjamin, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Kenneth Benjamin. No submission shall be subject to any obligation of confidence on the part of the Kenneth Benjamin. The Kenneth Benjamin shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

Prohibited Conduct. You agree not to copy or imitate the appearance, design or style of our Site or any Content. The technology and software underlying our Site and the Services are the property of Kenneth Benjamin, our affiliates and/or our business partners. You agree that you will not use our Site or its Content to take any of the following actions:

- Defame,

abuse, harass, stalk, threaten, or otherwise violate the legal rights of Kenneth Benjamin or any other person or entity; - Use the Service or Site commercially; - Reverse engineer, decompile, tamper with or disassemble the technology used to provide the Services or Site (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law); - Interfere with or damage the Services, Site, or underlying any technology; - Impersonate or misrepresent your identity or affiliation; Attempt to obtain unauthorized access to the Services or Site; - Violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms; - Violate any law, rule, or regulation; Transmit executable programming or corrupted files of any kind, including viruses, spyware, trojan horses, Easter eggs or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our Site, software or hardware, third party websites or telecommunications equipment; Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software posted or contributed content or other material; or - Engage in any illegal activities. Use of our Site is subject to existing laws and legal process. Nothing contained in these Terms will limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our Site.

1. Privacy Policy All of the information that we collect from you, such as your e-mail address and related personal information and credit card information, is subject to our privacy policy. Kenneth Benjamin's privacy policy (which describes how we collect, use and disclose your data and your consent to such collection, use, and disclosure) is incorporated into and is a part of these Terms.

1. DCMA Copyright Infringement Takedown Policy Infringement Notification. Kenneth Benjamin respects the rights of others and we expect users of our Site and Services to do the same. These Terms prohibit the infringement of the copyrights of others, and it is also our policy that we may remove, suspend, terminate access, or take other appropriate action against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

How to File an Infringement Notification. If you have evidence, know, or have a good faith belief that content residing on or accessible through our Site infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by email to Kenneth Benjamin: Kenneth Benjamin Email Address: support@lovefearchocolate.com. Send such notice with the information that sets forth the items specified below:

- Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works.
- Identify the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit Kenneth Benjamin to locate the material. Please provide a URL and screenshots for each item.
- Include the specific asset(s) or page(s) that you claim to be infringing. Say "entire work" ONLY if all assets/pages in a collection/document are infringing.
- Include details of your claim to the material, or your relationship to the material's copyright holder.
- Provide your full name, address, and telephone number should we need to clarify your claim.
- Provide a working email address where we can contact you to confirm your claim.
- If true, include the following statement: "I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."
- If

true, include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint." - Sign the document, physically or electronically. ANY NOTICE THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF TITLE 17, UNITED STATES CODE, SECTION 512(c)(3) WILL NOT RECEIVE A RESPONSE. NOTHING IN THIS POLICY IS INTENDED TO EXPAND OR SUPPLEMENT THE LEGAL RIGHTS, PROCEDURES AND REMEDIES AUTHORIZED AND GRANTED UNDER THE DMCA. Please note that you may be liable for damages, including but not limited to costs and attorneys' fees, under the DMCA if you knowingly materially misrepresent: (a) that material on the Site infringes upon your copyright; or (b) that material on the Site was removed or disabled by mistake or misidentification. If a user is found to be an infringer of the copyright rights of others, Kenneth Benjamin may terminate access to the user's account.

1. Terms of Sale

1. TERMS OF SALE FOR E-COURSES Through Kenneth Benjamin, we are pleased to offer you our e-courses (the "Kenneth Benjamin and/or love fear chocolate Courses"). These include The \$49 Starter Pack; C1 = Course 1 (The Self-Love Practice)

C2 = Course 2 (Kill Your Limiting Beliefs) C3 = ((Self-Love: Define Your Worth) Please review the Terms of Sale carefully and make sure you understand them before enrolling because they contain important and relevant information regarding purchase of the Kenneth Benjamin Courses, pricing, payment processing, delivery, money back guarantee, and cancellation terms. The following terms apply to your purchase of our e- and materials, including, but not limited to, videos, templates, and other tools. We are equipping you with guidance/tips in connection with the relevant topics for each course based on our experience and knowledge. HOWEVER, WE ARE NOT LAWYERS, ACCOUNTANTS OR FINANCIAL ADVISORS. THIS INFORMATION IS SOLELY BASED ON OUR EXPERIENCE AND MAY NOT BE RIGHT FOR YOU. ADVICE MAY NEED TO BE ADJUSTED AND TAILORED ACCORDING TO YOUR PERSONAL NEEDS AND PRIORITIES, AND YOU SHOULD CONTACT A PROFESSIONAL FOR PROFESSIONAL ASSISTANCE. KENNETH BENJAMIN MAKES NO COMMITMENTS OR GUARANTEES OF ANY KIND THAT ANY PART OF THE COURSES OR YOUR USE THEREOF WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ALL COURSES ARE SOLD AS-IS. Refunds. We do not offer refunds for any reason. Course Access: Unless otherwise stated, upon purchasing a course, you get unlimited access for the lifetime of the course—for as long as Kenneth Benjamin, love fear chocolate continues to host it. We will make reasonable efforts to provide as much notice as possible if/when the product will cease to exist so that users can download course materials. Course Updates: Unless otherwise stated), the purchase of a course includes any future updates and changes. These updates may either be added to, or replace existing course content, with or without notice. Availability and Pricing: Kenneth Benjamin reserves the right to change the price of any Kenneth Benjamin course at any time. We reserve the right to refuse Services for any reason. Payment. We use services provided by Podia LLC ("Podia") to process payments for this Site. By accessing and using the Site for payments, you consent to Podia's then-current terms of service. You authorize us (and any payment processor) to charge your payment card for all purchases you make in accordance with your selected payment option. We accept the forms of payment stated on the Site and, for credit card payments, charge your credit card when your order is processed. The bank issuing your credit card

may control when to release funds in the case of an order cancellation or refund. We reserve the right to use the payment information you provide us in connection with this payment to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: (a) you provide complete personal, account, transaction and any other information needed, (b) authorization of the payment by your credit or debit card company, and (c) acceptance of your payment. You may cancel your payment prior to your final submission of it to us. We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Services in breach of any applicable law or regulation, including the card network rules or regulations; (ii) if you use the Services in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested. **KENNETH BENJAMIN SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE PERFORMANCE OR SERVICE PROBLEMS CAUSED BY PODIA.** Late Payments. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater. Taxes. Stated prices do not include any customs duties, sales, use, value-added, excise, federal, state, local or other taxes. You are solely responsible for the payment of any applicable taxes related to your purchases. We have the right to charge you for any taxes that we believe we are required to pay or collect related to your purchase.

1. TERMS OF SALE FOR PRODUCTS The following terms apply to your purchase of the products offered on the Site ("Products"). This includes, but not limited to: guides, templates, checklists, and tools sold in the shop. Product Descriptions. We try to make the Site thorough, accurate, and helpful to our customers. Nonetheless, there may be times when certain information contained on the Site may be incorrect, incomplete, inaccurate, or appear inaccurate because of the browser, hardware, or other technology that you use. We apologize in advance for any such errors that may result in an incorrect price, inaccurate description, item unavailability or otherwise affect your order. We reserve the right to correct errors (whether by changing information on the Site or by informing you of the error and giving you an opportunity to cancel your order) or to update Product information at any time without notice. Availability and Pricing. Kenneth Benjamin reserves the right to change the prices and available Products at any time. Quantities of some Products may be limited and stock cannot always be guaranteed. Products offered for sale on this Site are for sale only in the United States and all prices are quoted in U.S. dollars. We may occasionally make errors in the stated prices on this Site. If a product's correct price is higher than the listed price, we will, in our discretion, either confirm the correct price with you or cancel your order and notify you of such cancellation. Purchasing Products. The display of Products on the Site invites you to make us an offer to buy the Products. Your order is an offer to buy the Products, which we accept only by shipping the Products ordered. Any confirmation that you receive after placing an order does not constitute an acceptance of your offer and is subject to correction before shipment in the event of inaccuracies, errors, Product unavailability, or for any other reason. Orders. We have the right to refuse or limit any orders and limit quantities. We

will not be liable if a Product is unavailable or if shipment is delayed. All orders are non-cancelable; we may grant or deny cancellation requests in our sole and absolute discretion. We reserve the right to provide substantially similar products to fulfill your order. Returns. We do not allow returns or substitutions of Products. All sales are final. Damaged or Incomplete Shipment. If you receive a damaged or incomplete shipment of Products, or if you are otherwise unhappy with any Product, please e-mail support@lovefearchocolate.com. We must receive notice of a damaged or incomplete shipment within two (2) weeks of receipt (as shown on by our common carrier's shipping information). Any refunds or replacements are made solely in our discretion. Payment. You authorize us (and any payment processor) to charge your payment card for all purchases you make. We accept the forms of payment stated on the Site and, for credit card payments, charge your credit card when your order is processed. The bank issuing your credit card may control when to release funds in the case of an order cancellation or refund. We reserve the right to use the payment information you provide us in connection with this payment to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon: (a) you providing complete personal, account, transaction and any other information needed, (b) authorization of the payment by your credit or debit card company, and (c) acceptance of your payment. You may cancel your payment prior to your final submission of it to us. We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including, without limitation, the following: (i) if you attempt to use the Services in breach of any applicable law or regulation, including the card network rules or regulations; (ii) if you use the Services in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested. Transfer of Title and Risk of Loss/Damage. Title to and the risk of loss/damage of all Products passes from us to you at the time we deliver the products to the common carrier for shipment. By purchasing products on the Site for shipment, you are asking us to engage a common carrier to deliver your order. In doing so, we are providing a service to and acting on behalf of you. We reserve the right to choose any and all procedures, packaging and the common carrier of sold products. We may not be able to have your order shipped to a post office box, to certain addresses or on certain days. We reserve the right to ship your order in multiple boxes or shipments. Taxes. Stated prices do not include any customs duties, sales, use, value-added, excise, federal, state, local or other taxes. You are solely responsible for the payment of such taxes related to your purchase. We have the right to charge you for any taxes that we believe we are required to pay or collect related to your purchase. Personal Use Only. Products are for your personal use only. You agree not sell or resell any products you purchase. Except where prohibited by law, we may limit the quantity of Products available for purchase. We reserve the right, with or without notice, to cancel or reduce the quantity of any order to be filled or products to be provided to you that may result in a violation of these Terms, as we determine in our sole discretion. Questions? If you have questions, please contact us at: Kenneth Benjamin, 503.858.2345 support@lovefearchocolate.com 1. Disputes Subject to applicable law, you and

Kenneth Benjamin agree that any dispute that has arisen or may arise between us relating in any way to your use of or access to the Services or Site, any breach, enforcement, or termination of these Terms, or otherwise relating to Kenneth Benjamin in any way will be resolved in accordance with the provisions set forth in this Section.

Informal Resolution. If you have any dispute with us, you agree that before taking any formal action, you will contact us at support@lovefearchocolate.com, provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account) and allow sixty (60) days to pass, during which we will attempt to reach an amicable resolution of any issue.

Arbitration. These Terms and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any Covered Matters must be asserted individually in binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Terms and the AAA Supplementary Procedures for Consumer-Related Disputes (including, without limitation, utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel). The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable or a particular claim is subject to arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Award. For matters where the relief sought is over \$5,000, the arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same Kenneth Benjamin user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Exceptions. There are only two exceptions to this arbitration agreement: First, if a party reasonably believes that the other party has in any manner infringed or threatened to infringe the intellectual property rights of the other party, the party who owns the intellectual property rights may seek injunctive or other appropriate interim relief in any court of competent jurisdiction. Second, any claim of \$500 or less may, at the option of the claiming party, be resolved in small claims court within the United States, if the claim and the parties are within the jurisdiction of the small claims court and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to arbitrate. If the value of the relief sought is \$5,000 or less, at your request, Kenneth Benjamin will reimburse you for all filing, administration, and arbitrator fees associated with

the arbitration following the earlier of the arbitrator's decision or settlement. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, Kenneth Benjamin is relieved of its obligation to reimburse you for any fees associated with the arbitration. Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Kenneth Benjamin prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and Kenneth Benjamin. If you do not agree to these amended terms, you may close your account within thirty (30) days of the posting or notification and you will not be bound by the amended terms. Judicial Forum for Legal Disputes. Unless you and we agree otherwise, in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate, as a result of a decision by the arbitrator or a court order or because you have chosen to file an eligible lawsuit in small claims court, you agree that any claim or dispute that has arisen or may arise between you and Kenneth Benjamin must be resolved exclusively by a state or federal court located in Los Angeles, California. You and Kenneth Benjamin agree to submit to the personal jurisdiction of the courts located within Los Angeles, California for the purpose of litigating all such claims or disputes. OPT-OUT. IF YOU ARE A NEW KENNETH BENJAMIN USER, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO SUPPORT@LOVEFEARCHOCOLATE.COM ("OPT-OUT NOTICE"): Kenneth Benjamin. THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF SERVICE FOR THE FIRST TIME. IF YOU ARE NOT A NEW KENNETH BENJAMIN USER, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS OF SERVICE TO SUBMIT AN ARBITRATION OPT-OUT NOTICE. Procedure. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), and email address(es) associated with your Account(s) to which the opt-out applies and an unaltered digital image of a valid driver's license which matches the name on your account to: support@lovefearchocolate.com. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of the agreement and its Disputes Section will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us. WAIVER. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED BELOW) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES. 1. Indemnification You hereby agree to indemnify, defend and hold Kenneth Benjamin and all of our officers, directors, managers, members, employees, agents, information providers, affiliates, partners, and licensors ("Kenneth Benjamin Party," or collectively, the "Kenneth Benjamin Parties") harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including attorneys' fees, incurred by any Kenneth Benjamin Party arising from, related to, or in connection with

(a) a violation of any provision of these Terms by you; or (b) arising from, related to, or connected with your violation of the rights of Kenneth Benjamin or any other person or entity. We may, in our sole and absolute discretion, control the disposition of any such claim at your sole cost and expense. You may not settle any such claim without our express written consent. This defense and indemnification obligation is intended to extend to the fullest extent permitted by law and will survive these Terms and your use of the Site.

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