

Terms and Conditions

This agreement (the "Agreement") is entered into between Empowering Success, a Texas company with a principal place of business at 13355 Noel Road, Suite 1310, Dallas, TX 75240, and the party (hereinafter referred to as "You") utilizing the Internet web site created and supported by (the "Site"). Please read this Agreement carefully before accessing or using the Site. By accessing or using the Site, you agree to be bound by the terms and conditions set forth herein. If you do not wish to be bound by these terms and conditions, you may not access or use the Site and must leave the Site immediately. If you utilize the Site in a manner inconsistent with these terms and conditions, EMPOWERING SUCCESS may terminate your access, block your future access and/or seek such additional relief as the circumstances of your misuse indicate is proper.

EMPOWERING SUCCESS provides the information on this Site as a service to the general public. While the information on this site deals with legal issues, it does not constitute legal advice. If you have specific questions related to information available on this Site, you are encouraged to consult an attorney who can investigate the particular circumstances of your situation.

EMPOWERING SUCCESS may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement. You agree to review the Agreement periodically to be aware of such modifications and your continued access or use of the Site shall be deemed your conclusive acceptance of the modified Terms of Use.

EMPOWERING SUCCESS agrees to post information and provide you access to the Site only in accordance with this Agreement. You accept that the Site is provided on an "as is, as available" basis. EMPOWERING SUCCESS reserves the right to make changes to the Site, including the availability of any feature, database, content, web page materials, product information and prices on the Site at any time without notice or liability. EMPOWERING SUCCESS may also restrict access to You to parts or the entire Site without notice or liability. EMPOWERING SUCCESS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL ARTICLES, MATERIAL AND INFORMATION DISPLAYED BY EMPOWERING SUCCESS ON THE SITE ARE FOR INFORMATIONAL PURPOSES ONLY, AND ARE NOT, NOR INTENDED TO BE, CONSIDERED LEGAL ADVICE OR A SUBSTITUTE FOR SPECIFIC ADVICE.

EMPOWERING SUCCESS does not represent, endorse or warranty the accuracy or reliability of any advice, opinion, memorandum, statement, content, or other information displayed or distributed through the Site, including through links to other web sites. You acknowledge that any reliance upon any such materials, opinion, advice, statement, memorandum, or information shall be at your sole risk. EMPOWERING SUCCESS reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Site. Linking to any other site is at your sole risk and we will not be responsible or liable for any damages in connection with linking, and we accept no liability nor make any endorsement or approval of the same.

The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. All materials contained on the Site are protected by copyright and are owned or controlled by EMPOWERING SUCCESS or the party credited as the provider of the materials. Copying, modifying, distributing, republishing or storing of any content for other than personal, noncommercial use is expressly prohibited without the prior

written permission from EMPOWERING SUCCESS or the copyright holder identified in the individual content's copyright notice.

You represent, warrant and covenant that you are at least eighteen (18) years old, and that you shall not upload, post, transmit, distribute or otherwise publish through the Site any materials which: (i) Restrict or inhibit any other user from using and enjoying the Site; (ii) Are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (iii) Constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law; (iv) Violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (v) Contain a virus or other harmful component; (vi) Contain any information, software or other material of a commercial nature; (vii) Contain advertising of any kind; or (viii) Constitute or contain false or misleading indications of origin or statements of fact.

In order to maintain an informative and valuable service that meets the needs of the users of the Site and avoids the harm that can result from disseminating statements that are false, malicious, violate the rights of others, or otherwise harmful, it is necessary to establish the following rules to protect against abuse: (i) Unless you are participating in an area of the Site that requires or encourages anonymity, You agree to use your real name in online communications. (ii) You may not use any robot, spider, or other automatic device or process to monitor or copy our web pages or any portion of the content contained herein without our express written permission. (iii) You may not use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others.

You acknowledge that transmissions to and from the Site are not confidential and your communications may be read or intercepted by others. Any unprotected e-mail communication over the Internet is subject to possible interception or loss, is not confidential, and is also subject to possible alteration. We are not responsible for and will not be liable to you or any third party for damages in connection with an e-mail sent by you to us or an e-mail sent by us to you, or anyone you designate, or for any breach of security associated with the transmission of sensitive information through the Site or any linked site.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EMPOWERING SUCCESS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EMPOWERING SUCCESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE OR THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA. IN THE EVENT THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL BE FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, YOU AGREE THAT EMPOWERING SUCCESS AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

You acknowledge that no confidential, fiduciary, contractually implied or other relationship is created between you and EMPOWERING SUCCESS by Your use of the Site other than as strictly defined pursuant to the Agreement and any subsequent written agreement (such as a Retainer Agreement) entered into with EMPOWERING SUCCESS.

You hereby agree to indemnify, defend and hold harmless EMPOWERING SUCCESS, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you. The provisions of this paragraph are for the benefit of EMPOWERING SUCCESS and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and

licensees to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf. EMPOWERING SUCCESS's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. EMPOWERING SUCCESS may assign its rights and duties under this Agreement to any party at any time without notice to you.

This Agreement contains the entire understanding between You and EMPOWERING SUCCESS with respect to the Site and no representation, statement, inducement, be it oral or written, not contained herein shall bind either party.

Should any part of the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of the Agreement had been eliminated.

This Agreement may be terminated by either party without notice at any time for any reason; provided that You may no longer use the Site after You have terminated this Agreement.

You assume total responsibility and risk for your use of the Site and the Internet. EMPOWERING SUCCESS does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Site and EMPOWERING SUCCESS shall not be liable for any cost or damage arising either directly or indirectly from Your use of the Site.

The Site, any information provided from it and the Terms of Use are given and made in the state of Texas, United States of America. THESE TERMS OF USE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF Texas applicable to agreements made and to be performed in Texas, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. You agree that any and all legal action or proceedings between EMPOWERING SUCCESS and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Dallas city, in the State of Texas.