

# TERMS OF USE

## Use of Services and Materials.

You agree to adhere to all limitations on dissemination, use, and reproduction of any Materials that you access or purchase from FinalExpenseSuccess.com. You agree to use the Services and the Materials only for purposes that are permitted by any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction.

YOUR USE OF THIS CONTENT AND INFORMATION IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE OF THE PURCHASED INFORMATION. CONNECT TO SUCCESS, INC., and DR. TROY CLARK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, WHETHER IN AN ACTION OF CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, RELATING TO THE CONSUMER USE OF ITS SERVICES, MATERIALS, OR INFORMATION.

Note that any program, publication, design, product, process, software, technology, information, know-how, or idea described on this website may be the subject of other rights, including other intellectual property rights, which are owned by Connect To Success, Inc. (CTS, Inc) and are not licensed to you hereunder.

You may not use FinalExpenseSuccess.com (FES.com), or TroyClark.net (TC.net) Services or Materials if you are prohibited by Law from receiving or using the Services. Also, unless expressly stated in the Additional Terms for any given Material or Service, you may not use them, unless you are fully able, competent, and licensed, to enter into the conditions, obligations, representations of sales business. **You affirm that you are over the age of 17 and acknowledge that these Services were not intended for children under 18.**

## User Conduct.

- a. You agree that you, not FES.com, not TC.net, not Dr. Troy Clark, are entirely responsible for all of Your Conduct, as you utilize, perform, display, or otherwise generate revenue on or through the Materials you purchased. You assume all risks associated with Your Conduct, including any reliance on its accuracy, completeness, or usefulness.
- b. You agree not to use, nor to encourage nor permit others to use, the Materials and Services to: Promote any behavior that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, nor stalk, intimidate, and/or harass another; incite others to commit violence; nor harm minors in any way.
- c. You agree to refrain from use of Services or Materials in such a way that will mislead a user into believing that they are interacting directly with FES.com, TC.net, or Dr. Troy Clark, or any of its Services.
- d. You agree not to market any materials or services for any business purposes (including advertising and making offers to buy or sell goods or services), reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Services or Materials purchased from FES.com, or TC.net.
- e. You agree that a refund IS NOT POSSIBLE due to the nature of E-delivery, once product/service is purchased.
- f. You agree that you are responsible to own a computer system that can open Pdf documents upon purchase of product.
- g. You agree to not be associated in any way with (Dan Roberts) Roberts Marketing Group.

## Feedback.

You are under no obligation to provide FES.com, or TC.net, with ideas, suggestions, documentations and/or proposals ("**Feedback**"). However, if you submit Feedback to Dr. Troy Clark, FES.com, or TC.net, while you retain ownership in such Feedback, you hereby grant Dr. Troy Clark a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use and otherwise exploit your Feedback for any purpose throughout the universe. Further, by submitting Feedback, you represent and warrant that (i) your Feedback does not contain the confidential or proprietary information of you or of third parties; (ii) Dr. Troy Clark, FES.com, and TC.net, is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) FES.com, TC.net, and Dr. Troy Clark may have something similar to the Feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from FES.com, TC.net, CTS Inc., nor Dr. Troy Clark for the Feedback under any circumstances.

## Modifications to Services and Materials:

FES.com, and TC.net, may at any time and from time to time modify or discontinue, temporarily or permanently, the Services or Materials, or any portion thereof, with or without notice. You agree that FES.com, TC.net, nor Dr. Troy Clark, shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services or Materials.

## Limitation of Liability.

- a. IN NO EVENT SHALL CTS, Inc. or Dr. Troy Clark, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM ALLEGED COPYRIGHT INFRINGEMENT, LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES OR MATERIALS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE CTS's LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FES.com, TC.net, OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.
- b. CTS's AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100) OR THE AGGREGATE AMOUNT PAID BY YOU FOR ACCESS TO THE SERVICE OR MATERIAL, WHICHEVER IS LARGER. THIS LIMITATION WILL APPLY EVEN IF FES.com, or TC.net, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- c. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

## Resolution of Disputes.

- a. All matters relating to your access to, or use of, the Services or Materials, OR ALLEGED COPYRIGHT INFRINGEMENT, shall be governed by the Laws of the State of North Carolina, United States of America, without regard to conflict of laws principles thereof. You agree that any claim or dispute you may have against FES.com, TC.net, CTS, Inc, or Dr. Troy Clark, must be resolved by a court located in Davidson County, NC, United States of America except as otherwise agreed by the parties, or as set forth in section (b) below. You agree to submit to the personal jurisdiction of the courts located in Davidson County, NC, United States of America, for the purpose of litigating such claims or disputes. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.
- b. For any claim (excluding claims for injunctive or other equitable relief) for less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, it shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online, and/or be based solely on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- c. All claims you bring against FES.com, TC.net, CTS Inc., or Dr. Troy Clark, must be resolved in accordance with this section. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim contrary to this section, CTS Inc. may recover attorneys' fees and costs up to U.S. \$10,000, provided that CTS Inc. has notified you in writing of the improperly filed claim and you have failed to properly withdraw the claim.
- d. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or Materials in violation of the Terms you agree that CTS Inc. shall be entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- e. Any failure by FES.com, or TC.net, to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.
- f. Please report any violations of the Terms via the report abuse mechanism offered in conjunction with the specific Service in which the alleged violation occurs.

## Report Abuse and Copyright Agent for Notice of Claims can be reached as follows:

Connect To Success, Inc.

Attn: General Counsel

P.O. Box 1065

Lexington, NC

27293-1065