

You are accessing one product from JoetteCalabrese, Inc. and its successors (referred to below as the “The Company”). You must be at least 13 years of age or older to access the JoetteCalabrese, Inc. Product. Our Product includes course content and materials, other information and materials furnished by JoetteCalabrese, Inc., and access to a website for members of a course referenced here in this document as Product. By agreeing to these terms and accessing the Product, you and the Company agree to the following legal terms and conditions that govern your use of the Product and form a legal agreement between you and the Company.

INTELLECTUAL PROPERTY

You agree that the Product contains proprietary information and material that is owned by the Company and/or its licensors and is protected by copyright, trademark, and other applicable intellectual property laws.

Duplicating, sharing or uploading Product files to sharing sites is considered stealing, and the Company will prosecute such misconduct to the fullest extent permitted by law.

The Company provides you with the Product solely for your personal, noncommercial use, and you agree that you will not use such proprietary information or materials in any way whatsoever, except for use in compliance with this Agreement. You will not use the Product or the materials available in the Product in a manner that constitutes an infringement of the Company’s rights or that has not been authorized by

the Company. More specifically, unless explicitly authorized in this agreement, you may not modify, copy, reproduce, republish, upload, post, transmit, rent, lease, loan, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from JoetteCalabrese.com You may, however, from time to time, download and/or print one copy of individual pages of the site for your personal, noncommercial use, provided that you keep intact all copyright and other proprietary notices.

Company trademarks, service marks, graphics, and logos used in connection with the Product are trademarks or registered trademarks of the Company. You are granted no right or license with respect to any of the aforementioned trademarks and any use of such trademarks.

Each Product is an individual purchase program. Upon registration, you will receive one username, password, and a member profile for use during the live course (where appropriate) and in the private member site, as well as the exclusive directory listing.

If you would like to take the Product along with a study partner, you will each need to purchase the course individually.

Special pricing terms are available for larger study groups purchases (pre-recorded courses only, live courses excluded).

PRIVACY AND CONFIDENTIALITY

The Product is subject to the Company's Privacy Policy. The privacy product can be found by clicking [here](#).

We respect your privacy and must insist that you respect the privacy of other people who participate in the Program (“Program Participants”).

Thus, consider this a mutual non-disclosure agreement.

We respect your confidential and proprietary information (collectively, "Confidential Information") and by purchasing this program, you agree to respect the same rights of Program Participants, the Program and representatives of the Company.

Thus, you agree:

- That any confidential information shared by Program Participants or any of the Company’s representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to the Company.

While you are free to discuss your personal results from our programs, you must keep the experience and statements, oral or written, of all other participants in the strictest of confidence.

PRODUCT MEMBER AREA AND COMMUNITY RULES

- No Solicitation within the Product Member Area. The community is about learning homeopathy only. You are not permitted to offer your services, sell your programs or products, nor are you permitted to invite Program Participants to join other social networks, groups, or programs. This is a space for learning and is a pitch-free, solicitation-free and sales-free environment. Sharing affiliate links within the Product Member Area is not permitted. Your failure to comply with these terms could result in loss of your privileges.

- Program Community Rules. You agree to abide by the Community Rules.

NON-DISPARAGEMENT. You agree that you will not engage in any conduct or communications with a third party, public or private, designed to disparage the Company, Product or Joette Calabrese including, but not limited to, any remark, comment, message, information, declaration, campaign, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, defamatory, libelous or slander.

BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties. You have no right to assign this Agreement, by operation of law or otherwise.

CHANGES. The Company reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Product. Such modifications and additional terms and conditions shall be effective immediately and incorporated into this Agreement. Your continued use of the Product will be deemed your acceptance thereof. The changes may be listed in an area accessible to you on the Company's website, or you may be notified by either e-mail or postal mail. If you have any questions, please contact our legal department directly at contact@joettecalabrese.com.

INDEMNIFICATION. By purchasing and/or using the Product, you, to the extent permitted by law, agree to defend, indemnify, and hold harmless the Company, its owners, officers, employees, contractors, directors, related entities, affiliates, and successors from and against any and all liabilities.

4) RESOLUTION OF DISPUTES BY ARBITRATION. YOU AND THE COMPANY AGREE TO RESOLVE ANY CONTROVERSY, DISPUTE, CLAIM OR GRIEVANCE, WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE, BY ARBITRATION THAT WILL TAKE PLACE IN ERIE COUNTY, NEW YORK, UNITED STATES OF AMERICA AND BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) PURSUANT TO THE AAA COMMERCIAL ARBITRATION RULES. SUCH ARBITRATION WILL BE CONDUCTED BY A SINGLE ARBITRATOR WHO SHALL BE SELECTED BY THE APPLICABLE AAA RULES AND THE ARBITRATION HEARING SHALL BE HELD WITHIN ONE HUNDRED AND TWENTY (120) DAYS FROM THE DATE THE ARBITRATOR ACCEPTS HIS OR HER APPOINTMENT AS ARBITRATOR. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING UPON THE PARTIES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AND ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS’ FEES AND OTHER ARBITRATION COSTS. SHOULD THE AAA FIND THAT ITS CONSUMER ARBITRATION RULES APPLY, THE PARTIES WILL

RETAIN THE RIGHT TO SEEK REMEDIES IN SMALL CLAIMS COURT FOR DISPUTES AND CLAIMS WITHIN THE JURISDICTION.

FURTHER, ANY SUCH CONTROVERSY, DISPUTE, CLAIMS AND GRIEVANCES WILL BE PURSUED INDIVIDUALLY AND NOT AS A CLASS ACTION. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. PLEASE NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY NOT BE AVAILABLE IN ARBITRATION. FOR EXAMPLE, THE PARTIES ARE WAIVING THEIR RIGHT TO A JURY TRIAL, AND PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM THAT AVAILABLE IN COURT PROCEEDINGS. IN ADDITION, THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO MODIFY OR SET ASIDE AN ARBITRATOR'S AWARD IS STRICTLY PROHIBITED.

EQUITABLE RELIEF. You acknowledge and agree that in the event of a breach or threatened violation of the Company's intellectual property rights and confidential and proprietary information by you, the Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. The Company may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction

any interim, equitable, provisional or injunctive relief that is necessary to protect its rights and property pending the outcome of the Arbitration referenced above. You consent to the personal and subject matter jurisdiction of the federal and state courts in New York, Erie County, New York, United States of America for purposes of any such action by the Company.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

SEVERABILITY. The parties shall comply with all applicable laws in performing this agreement. Whenever there is any conflict between any provision of this Agreement and any law, the law shall prevail, but in such event the provision effected in this Agreement shall be limited or eliminated only to the extent necessary, and the remainder of this Agreement shall remain in full force and effect.

NO WAIVER. The failure of any party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision shall not be deemed to be a waiver of any other breach of such provision or any other provision.

I have read and agree to the terms and conditions listed above.

I AGREE

If you have any questions, please email us at
contact@joettecalabrese.com.

The use of media materials is by the Fair use clause of the U.S.
copyright Act of 1976, which allows for the re-broadcast of
copyrighted material for the purpose of education.