

# **Total Life Changes Terms of Use**

**Last Updated:** May 31, 2022

Welcome to the Total Life Changes LLC (“TLC”, “us”, “we”, “our”) family of websites, applications, blogs, and other digital platforms owned and operated by TLC (collectively, “Sites”). This Terms of Use (“Agreement”) constitutes an agreement between you and TLC (“Parties”) concerning your access and use of the Sites.

## **1. Acknowledgment and Agreement**

Please read this Agreement carefully before accessing and/or using the Sites. By accessing and/or using the Sites, you agree to be bound by this Agreement. If you do not agree to this Agreement, you must not access and/or use the Sites. Any objection to this Agreement, or any part thereof, will be interpreted as a refusal to agree to this Agreement.

## **2. Changes**

TLC reserves the right to make changes to this Agreement at any time and at our discretion. Any new feature or tools which are added to the Sites shall be subject to this Agreement, as amended. New versions of this Agreement will not apply retroactively, but shall immediately replace and supersede the previous Agreement upon posting. Your continued access and use of the Sites, or any part thereof, following the posting of the revised Agreement means that you accept and agree to the changes.

## **3. Dispute Resolution / Arbitration Notice**

**DISPUTES BETWEEN YOU AND TLC CONCERNING ANY “CLAIMS” (AS DEFINED IN SECTION 18 BELOW) WILL BE RESOLVED BY DISPUTE RESOLUTION PROCEDURES SET FORTH IN SECTION 18 OF THIS AGREEMENT, WHICH MAY INCLUDE BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. FOR MORE DETAILS ON THIS PROCESS, AND HOW YOU CAN OPT-OUT OF ARBITRATION , SEE [SECTION 19 BELOW](#).**

## **4. Privacy**

By agreeing to this Agreement, you also confirm that you have read and understand our Privacy Policy, available [here](#).

**BY PURCHASING PRODUCTS THROUGH OUR SITES, YOU EXPRESSLY AGREE, AND INTENTIONALLY DIRECT US TO SHARE YOUR INFORMATION, INCLUDING YOUR PURCHASE HISTORY, WITH OUR LIFE CHANGERS WHO MAY REACH OUT TO YOU INDEPENDENTLY. YOU MAY OPT-OUT OF US SHARING YOUR INFORMATION WITH LIFE CHANGERS BY SENDING AN E-MAIL TO [PRIVACY@TOTALLIFECHANGES.COM](mailto:PRIVACY@TOTALLIFECHANGES.COM).**

## **5. Eligibility**

By accessing and/or using the Sites, you represent that you are at least 18 years of age, or the age of consent in the jurisdiction in which you access and/or use the Sites, and are legally permitted to create an account and/or use the Sites. TLC is not directed to children under the age of 18. By creating an account and using the Sites, you represent and warrant that:

- You can form a binding contract with TLC;
- You are not a person who is barred from using the Sites and/or purchasing TLC's products or services under the laws of the United States ("U.S.") or any other applicable jurisdiction (i.e., you do not appear on the U.S. Treasury Department list of Specially Designated Nationals or face any other similar prohibition); and
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations in your use of the Sites.

**Notice to Parents.** If you have any concerns about TLC or its related services as it relates to your child, please contact [privacy@totallifechanges.com](mailto:privacy@totallifechanges.com).

## **6. Not Healthcare Advice**

The products and claims made about specific products on or through the Sites have not been evaluated by the U.S. Food and Drug Administration and are not approved to diagnose, treat, cure, or prevent disease. The Sites are not intended to provide diagnosis, treatment, or medical advice. You should not use the information or products on our Sites to diagnose or treat any health issues or for prescription of any medication or other treatment. You should always consult with your healthcare professional and read information provided with the product and any product label or packaging prior to using the any product. Individuals are different and may react differently to different products. You should consult your physician about interactions between medications you are taking and any products available through our Sites.

Comments made in any forums available through the Sites by employees or other Site users are strictly their own personal views made in their own personal capacity and are not claims made by us nor do they represent our positions or views. Product ratings by any current or previous employees of TLC, Life Changers, or other Site users are strictly their own personal views made in their own personal capacity and are not intended as a substitute for appropriate medical care or advice from a healthcare professional. We are not responsible for any information provided on the Sites with regard to recommendations regarding any products on our Sites.

Products, services, information and other content provided on the Sites, including information that may be provided on the Sites directly or by linking to third-party websites are provided for informational purposes only. Please consult with a physician or other healthcare professional regarding any medical or health related diagnosis or treatment options.

Information provided on the Sites and any linked websites, including information relating to medical and health conditions, treatments, and products may be provided in summary form. Information on the Sites involving any product label or packaging should not be considered as a substitute for advice from a healthcare professional. The Sites do not recommend self-management of health issues. Information on the Sites is not comprehensive and does not cover all diseases, ailments, physical conditions or their treatment. Contact your healthcare professional promptly should you have any health related questions. Never disregard or delay medical advice based upon information you may have read on the Sites.

## **7. Product Purchases**

To the extent you make purchases on the Sites, you agree that all such purchases are subject to this Agreement, our [Shipping Policy](#), and our [Return Policy](#). Title for any products you purchased will transfer upon delivery to the carrier.

It is your responsibility to ascertain and comply with all applicable local, state, federal, and international laws regarding the receipt, possession, use, and sale of any item purchased from the Sites. Specifically,

when ordering products from TLC, you are solely responsible for assuring the product can be lawfully imported into your country. Customers are the importers of record and must comply with all laws and regulations of the country of destination.

TLC reserves the right to prohibit purchases of any products on the Sites.

## **8. Pricing**

With respect to items sold on the Sites, we cannot confirm the price of an item until you order the item. Despite our best efforts, a small number of the items on our Sites may be mispriced. Subject to applicable law, if the correct price of an item sold by TLC is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

## **9. Life Changer - Account Creation**

You may enroll as a Life Changer, a Preferred Customer or otherwise through our Sites. When you do, you will be required to create an account with TLC. To the extent there is a conflict between this Agreement and the terms contained in any other agreement you have with TLC governing the same subject matter governed by this Agreement, the terms in this Agreement shall govern.

When you create a new account, you will be prompted to provide certain information, such as your e-mail address, and to create a password. By signing up for an account, you affirm that the e-mail address you are providing is your own. You are further responsible for the confidentiality of your account and password, and all activities that occur under your account. Please notify TLC immediately of any unauthorized use of your password or account, or any other breach of security. You further agree to be responsible for all charges resulting from the use of your account on the Sites, if any, including unauthorized use. We are not liable for any loss or damage resulting from your failure to comply with this section.

When creating an account, you agree to provide accurate, true, complete and current information about yourself as prompted by the Sites and to promptly update such information to maintain accurate, true, complete and current information. If you provide any inaccurate, false, incomplete, or outdated information or we in our sole discretion suspect that such information is inaccurate, false, incomplete or outdated, we reserve the right to suspend or terminate your account and prohibit any and all current or future use of the Sites.

## **10. Account Termination**

We reserve the right to terminate your account, at any time, with or without notice, for any conduct that we, in our sole discretion, determine is in violation of this Agreement, laws or regulations, or is otherwise harmful to another user of our Sites or other third-party interests.

## **11. Conduct When Using the Sites**

By accessing and/or using the Sites, you agree not to:

- Use the Sites in any manner contrary to local, state, federal, or international laws. You further agree you will not use the Sites for any illegal purpose or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the copyrights (rights of an owner of written material) or other intellectual property of others.
- Use the Sites for any commercial purpose without our prior written consent.

- Copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted materials, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Sites without our prior written consent.
- Express or imply that any statements you make are endorsed by TLC.
- Use any robot, bot, spider, crawler, scraper, site search / retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Sites or their content.
- Use the Sites in any way that could interfere with, disrupt or negatively affect the Sites or the servers or networks connected to the Sites.
- Upload viruses or other malicious code or otherwise compromise the security of the Sites.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Sites.
- “Frame” or “mirror” any part of the Sites without our prior written consent.
- Use meta tags or code or other devices containing any reference to TLC (or any trademark, trade name, service mark, logo or slogan of TLC) to direct any person to any other website for any purpose.
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Sites, or cause others to do so.
- Use or develop any third-party application that interacts with the Sites without our prior written consent.
- Probe, scan, or test the vulnerability of our Sites or any system or network.
- Encourage or promote any activity that violates this Agreement.

We reserve the right to investigate, and take any available action in response to any unauthorized use of the Sites, including but not limited to termination of your account.

## **12. Links to other Websites and Third Parties**

Our Sites may contain links to third-party websites or services that are not owned or controlled by TLC. TLC has no control over, and assumes no responsibility for the content, accuracy, privacy policies, or practices of any third-party websites or services so linked. TLC strongly urges you to read the terms and conditions and privacy policies of any third-party website or services you visit.

## **13. Modifying the Sites / Termination**

TLC is always striving to improve its Sites and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time, as well as remove some features. If these actions do not materially impact your rights or obligations, we may not provide you with notice of these changes before making them, unless otherwise required by applicable law. We may also suspend the Sites entirely, in which event we may notify you in advance unless otherwise not feasible, including due to extenuating circumstances such as safety or security concerns.

You may terminate your account with TLC at any time, for any reason, by following the instructions in the Sites.

TLC may terminate your account at any time without notice if it believes that you have violated this Agreement.

## **14. TLC’s Rights**

By creating an account, you grant to TLC a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access when you use our Sites, as well as any information you post, upload, display or otherwise make available on the Sites (collectively, "Content"). TLC's license to your Content shall be non-exclusive, except that TLC's license shall be exclusive with respect to derivative works created through your use of the Sites. For example, TLC would have an exclusive license to screenshots of the Sites that include your Content. In addition, so that TLC can prevent the use of your Content outside of the Sites, you authorize TLC to act on your behalf with respect to infringing uses of your Content taken from the Sites by other members or third parties. This expressly includes the authority, but not the obligation, to send notices pursuant to 17 U.S.C. § 512(c)(3) (i.e., DMCA Takedown Notices) on your behalf if your Content is taken and used by third parties outside of the Sites. Our license to your Content is subject to your rights under applicable law and is for the limited purpose of operating, developing, providing, and improving the Sites and researching and developing new ones.

You agree that TLC may access, preserve and disclose your account information and Content if required to do so by law, in the case of your death, or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of TLC or any other person.

#### **15. Copyright, Trademark, and other Intellectual Property**

You acknowledge that the Sites and all materials on the Sites, including without limitation to the Sites' design, text, graphics, sounds, pictures, software and other files, its look and feel, and the selection and arrangement thereof (collectively, "Materials") are our property and are subject to and protected by state, local, and federal (U.S.) and international copyright or other intellectual property laws and rights. The trademarks, service marks, trade dress, trade names, and logos contained on the Sites, including without limitation to trademarks registered in the U.S. (collectively, "Marks") are the sole property of TLC. In addition, all page headers, custom graphics, and custom icons are Marks of TLC.

TLC grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Sites. This license is for the sole purpose of letting you use and enjoy the Sites as intended by TLC, and as permitted by this Agreement. All rights not expressly granted herein are reserved by TLC. Other copyrights, trademarks, product names, company names, logos or intellectual property are the property of the respective owners with all rights reserved. Site references to third parties or their copyrights, trademarks, or other intellectual property do not constitute or imply affiliation with, endorsement of, or recommendation of TLC by the respective trademark owner(s), or by TLC of the respective trademark owner(s).

#### **16. Disclaimer of Warranties; Limitation of Liability; Indemnification**

- **DISCLAIMER OF WARRANTIES.** SUBJECT TO APPLICABLE LAW, TLC DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL DISPLAYED ON THE SITES, INCLUDING MATERIAL DISPLAYED CONCERNING PRODUCTS OFFERED THROUGH THE SITES. TLC DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL MADE AVAILABLE THROUGH THE SITES. TLC DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING, USING OR ACCESSING INFORMATION OR MATERIAL ON THE INTERNET

THROUGH THE SITES, INCLUDING BUT NOT LIMITED TO THE PURCHASE OR SALE OF PRODUCTS. TLC PROVIDES THE SITES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES WHATSOEVER. TLC EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AS IT RELATES TO THE SITES AND ANY PRODUCTS AVAILABLE THROUGH THE SITES. TLC FURTHER DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITES. TLC FURTHER DISCLAIMS ANY WARRANTIES RELATING TO ANY INFORMATION OBTAINED THROUGH THE SITES, ANY LINKS PROVIDED BY THE SITES, AS WELL AS ANY INFORMATION RECEIVED THROUGH ANY OF THE LINKS PROVIDED IN THE SITES.

- **LIMITATION OF LIABILITY.** SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TLC BE LIABLE TO ANY USER OF THE SITES FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND/OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES OR A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER CLAIM AVAILABLE UNDER APPLICABLE LAW, EVEN IF TLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITES, FROM INABILITY TO USE THE SITES, FROM THE PURCHASE AND/OR USE OF PRODUCTS AVAILABLE THROUGH THE SITES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITES (INCLUDING SUCH DAMAGES INCURRED BY ANY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH REGARD TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH THE SITES OR RECEIVED THROUGH LINKS PROVIDED ON THE SITES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH THE SITES OR THROUGH LINKS PROVIDED ON THE SITES. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST DATA, LOSS OF BUSINESS GOODWILL, OR OTHER DAMAGES. SUCH LIMITATION SHALL FURTHER APPLY WITH REGARD TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SITES OR ANY INFORMATION THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO THE SITES. TO THE EXTENT ANY SUCH DAMAGES ARE REQUIRED BY APPLICABLE LAW, THEY SHALL BE CAPPED AT ONE HUNDRED DOLLARS (\$100) (US).
- **INDEMNITY.** YOU AGREE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TLC AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM ANY AND ALL COMPLAINTS, DEMANDS, CLAIMS, DAMAGES, LOSSES, COSTS (INCLUDING ATTORNEYS' FEES), PENALTIES AND/OR OTHER EXPENSES, DUE TO, ARISING OUT OF, OR RELATING IN ANY WAY TO YOUR ACCESS OR USE OF THE SITES, YOUR USE OF ANY PRODUCTS PURCHASED OR ACQUIRED THROUGH THE SITES, OR YOUR VIOLATION OF THIS AGREEMENT.

**17. Force Majeure.**

Under no circumstances shall TLC be held responsible or liable for any delay or failure in performance of the Sites or the provision of products available through the Sites, or for any other damages or liabilities, resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including,

without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, epidemics, pandemics, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war (including but not limited to cyber related events and/or occurrences attributed to state and/or quasi-state actors by either public or privacy organizations and/or entities and/or governments), governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, lighting, or air conditioning.

## **18. Dispute Resolution, Arbitration, Class-Action Waiver, and Jury Waiver**

Although we hope that any dispute with you concerning your use of the Sites and/or our products through the Sites will not occur, we believe that when these disputes do arise it is in the mutual interest of all involved to handle them promptly and with minimal disturbance. Accordingly, to provide for more expeditious resolution of "Claims" between you and TLC, the Parties agree to the following dispute resolution procedures.

A "Claim" is any dispute or claim due to, related to, or arising out of your use of the Sites, Content or Marks published by TLC on the Sites, any transaction or relationship between you and us resulting from your use of our Sites and/or purchase of products, including the purchase of TLC products as a Life Changer, customer or visitor, communications between us, the information provided in connection with our Sites, and including, without limitation, tort and contract claims, claims based on any international, federal, state, or local statute, law, order, ordinance, or regulation made between you and TLC against one another's agent, employee, subsidiary, affiliate, predecessor in interest, successor, assign, parent, affiliate, subsidiary, or related company.

**Informal Resolution.** Except where prohibited by law, or unless otherwise provided in this Agreement, you and TLC agree that as a prerequisite to proceeding with a Claim you and TLC agree to make a good faith effort to at informally resolving any Claim. To initiate this process, the party asserting the Claim must provide the other party with written notice of the Claim by registered or certified mail (or other method as agreed to between the Parties), and shall describe in such notice, with reasonable particularity, the nature and basis of the Claim and the total amount of the Claim, if known at the time. Within thirty (30) calendar days of receipt of such notice, the party receiving the notice shall provide a written response which, with reasonable particularity, sets forth its position concerning the Claim. If the Parties are unable to resolve the Claim by good faith negotiations to be conducted within thirty (30) calendar days of the noticing party receiving the opposing party's response statement, the Parties shall proceed to negotiate for a nonbinding mediation pursuant to this Agreement.

**Nonbinding Mediation.** Except where prohibited by law, or unless otherwise provided in this Agreement, if informal resolution efforts fail, a Claim must first be submitted for nonbinding mediation before a neutral third party. Unless otherwise agreed to between the Parties, the mediation shall take place in Oakland county, Michigan. Selecting the mediator, the appropriate terms for mediation, and a date for mediation shall be negotiated in good faith between the Parties. If the Parties cannot agree to appropriate terms concerning the mediation after a good faith effort, the Parties shall be entitled to proceed to arbitration.

**Arbitration.** Except where prohibited by law, or unless otherwise provided in this Agreement, all Claims that fail to resolve in nonbinding mediation, as described above, shall be resolved by a final and binding arbitration.

- If the arbitration is between TLC and a US resident, the arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer

Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The arbitration shall be conducted in the English language by one arbitrator. The AAA Rules are available online at [www.adr.org](http://www.adr.org). Unless otherwise agreed to between the Parties, the arbitration shall take place in Oakland county, Michigan.

- If the arbitration is between TLC and a non-US resident, then the arbitration will be governed by the rules of the International Chamber of Commerce ("ICC") and will be administered by the ICC. The arbitration shall be conducted in the English language by one arbitrator. The ICC Rules are available online at [www.iccwbo.org](http://www.iccwbo.org). Unless otherwise agreed between the Parties, the arbitration shall take place in Oakland county, Michigan.
- THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY SUCH CLAIMS SHALL BE BROUGHT SOLELY IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING. THE PARTIES FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY A MICHIGAN STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").
- **BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL.**
- **TLC Right To Proceed To Court.** Notwithstanding procedures outlined above, TLC reserves the right to proceed at any time to a Court of appropriate jurisdiction to bring a Claim for injunctive relief or related emergency relief against you.
- **Class Waiver / Agreement.** Separate and apart from the dispute resolution procedures set forth above, you agree to waive any right to bring or participate in any class action in any way related to, or arising from, this Agreement. You acknowledge that this class action waiver is material and essential to the arbitration of any disputes between you and TLC, and is nonseverable from the Agreement to arbitrate claims. **YOU UNDERSTAND THAT BY AGREEING TO THIS AGREEMENT, WHICH CONTAINS THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST TLC, ITS AGENTS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS AND/OR ASSIGNS IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO THIS AGREEMENT AND CLASS ACTION WAIVER, YOU MUST TELL US IN WRITING AND NOT USE OUR SITES AND/OR PURCHASE OUR PRODUCTS.**

19. **Governing Law; Jurisdiction and Venue**



This Agreement, including Section 18 and any Claim brought under Section 18, will be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to its conflict of laws provisions or the laws of your state. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remaining portion of this Agreement will continue in full force and effect.

## **20. Terms Termination**

This Agreement is effective until terminated either by TLC or you. We, in our sole discretion, may suspend or terminate this Agreement at any time with or without notice, and may deny you access to the Sites or any portion thereof as a result. You may also terminate this Agreement at any time by discontinuing your use of the Sites and terminating your account. Upon termination of this Agreement by us or you, you must destroy all materials obtained from the Sites, including any and all copies of such materials whether made under this Agreement or otherwise.

## **21. SMS / Mobile Terms**

By consenting to TLC's SMS / text messaging service ("Mobile Service"), you agree to receive recurring SMS/text messages from and on behalf of TLC through your wireless provider to the mobile number you provide to TLC, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers.

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with TLC. Your participation in this program is completely voluntary.

We do not charge for the Mobile Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Mobile Service at any time. Text the single keyword command STOP to TLCHQ (85247) or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other TLC mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, text HELP to TLCHQ (85247) or email [info@totallifechanges.com](mailto:info@totallifechanges.com).

We may change any short code or telephone number we use to operate the Mobile Service at any time and will notify you of such changes, where appropriate and subject to our discretion. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Mobile Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

Data obtained by TLC through the short code program will not be shared with third-parties for their marketing reasons / purposes. Life Changers and other third parties, however, may receive your telephone number pursuant to this Agreement and may independently reach out to you. In those circumstances, the third parties that reach out to you are solely responsible for compliance with the law as it relates to communications with you.

**22. Non-Assignability**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding upon, inure to the benefit of, and be enforceable against the Parties and their respective successors and assigns.

**23. Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any Claim by you against TLC must be filed within one (1) year after such Claim arose or such Claim will be permanently barred.

**24. Entire Agreement; Severability; Relationship**

This Agreement shall constitute the entire agreement between you and TLC. If any part of this Agreement is determined to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risks, and the remainder of this Agreement will continue in effect. If any provision(s) is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the Parties with the other provisions remaining in full force and effect. Any failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver, unless otherwise provided in this Agreement; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, unless otherwise provided in this Agreement. You agree that your TLC account is non-transferable and all of your rights to your account terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement, and you may not make any representations on behalf of or bind TLC.

**25. Contact Us**

If you have any questions about this Agreement or cannot access a link, contact us at [privacy@totallifechanges.com](mailto:privacy@totallifechanges.com).