# ELEVATE STRATEGIES, LLC

# **Terms of Service**

Effective Date: August 9, 2023

#### YOUR ACCEPTANCE OF THESE TERMS OF SERVICES

These Terms of Service constitute a legally binding agreement between you ("User", "Users" or "you") and Elevate Strategies, LLC, ("us", "we", or "our") governing your use of the Site's website and services.

By accessing and using <u>http://www.elevatestrategiespt.com</u> (herein referred to as "the Site"), you accept and agree to be bound by all terms, conditions, notices, and provisions of these Terms of Service and the Privacy Policy. In addition, when using the Site or services, you shall be subject to any posted guidelines or rules applicable to such services. If you do not agree to these terms, you will not be able to participate in any Site functions or services.

#### **PRIVACY POLICY**

The Site may collect personal and non-personally identifiable information about its Users. The use of this information is governed by the Privacy Policy.

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Any use of the Site not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.



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#### **LIMITATION OF LIABILITY**

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#### **INDEMNIFICATION**

Users agree to defend, indemnify, and hold Elevate Strategies, LLC, and its employees, officers, members, agents, consultants, contractors, or licensors harmless from and against any and all liabilities, claims, and expenses, including but not limited to, attorney's fees that arise from your use of the Site or its content. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with us in asserting any available defenses.

#### **COMMUNICATIONS**

Any communications, comments, posts, suggestions, or material that users email, post, or otherwise transmit through the Site will be treated as non-confidential and non-proprietary unless otherwise noted. Users hereby grant a license to the Site to reproduce, disclose, transmit, publish, broadcast, or post your communications either on the Site or elsewhere with no liability or obligation to users. The Site is free to utilize any communications, including but not limited to, developing and marketing products based on the communication information.



### **CODE OF CONDUCT**

Users agree to not upload, post, distribute, or otherwise transmit communications that:

- Are unlawful, threatening, abusive, harassing, deceptive, fraudulent, invasive of another's privacy, tortious, libelous, or defamatory.
- Contains explicit wording or graphic information, including but not limited to, sexual acts, violent language, or any type of harassment.
- Victimizes, degrades, intimidates, or threatens an individual or individuals or a group of persons on the basis of religion, gender, race, ethnicity, age, or disability.
- Infringes on any patent, trademark, trade secret, or copyright of another proprietary right of any party.
- Constitutes any form of solicitation, including but not limited to, unsolicited advertising, bulk or junk email, chain letters, or any other form of unauthorized solicitation.
- Contains any form of software viruses or any other computer codes, files, or programs that are designed to disrupt, damage, or limit the function of the Site and its services in any manner.
- Impersonates any person or entity, including any employee or representative of Elevate Strategies, LLC.

Users are responsible for adhering to posting appropriate content and maintaining appropriate content as the Site does not prescreen, monitor, or edit the content uploaded by users. However, the Site reserves the right to remove any content that, at our sole discretion and judgment, does not comply with these Terms of Service or is otherwise harmful, unlawful, objectionable, or inaccurate.

# PRICE AND PAYMENT

Prices are quoted in US dollars and users must pay in the currency in which the product price is quoted. Acceptable methods of payment on the Site are through Stripe and include debit and credit card options (Visa, Mastercard, American Express, Discover, Diners Club, and JCB) or ACH Credit Transfers. To maximize security, the Site does not hold any credit or debit card details.

The cost of any Site product subscriptions grants you use of the Site for the duration of the chosen term.

# **REFUND POLICY**

Site products come with a 7-day money back guarantee unless otherwise specified in the service agreement for a specific product at time or purchase. In order to receive a refund, the purchaser must submit a written dissatisfaction email to <u>hello@elevatestrategiespt.com</u> within the 7-day period unless otherwise specified.

# **TERMINATION**

All users are free to stop utilizing the Site and its services at any time. The Site reserves the right to suspend or end any services at any time at our discretion and without notice. The Site may further remove or discard any content within the Site for any reason, including but not limited to, lack of compliance with the Terms of Service or use of the Site in a manner that could cause legal liability,



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disrupt the Site or its services, or that is inconsistent with our Terms. The Site may change, suspend, or discontinue any or all aspects of the Site at any time without prior notice or liability.

#### **NOTIFICATION OF CHANGES**

The Site reserves the right to change these Terms of Service from time to time as it sees fit. The Site will post the date of the most recent changes under the "effective date" at the top of our Terms of Service. Please note users are encouraged to review the Terms of Service from time to time, as continued use of the site will signify your acceptance of any adjustment to these terms.

Any changes to the Terms of Service will become effective immediately upon being posted on the Site unless otherwise specified. Any changes to our Privacy Policy will be announced via email and/or a prominent notice on the Site. Any such changes, updates, or modifications will be effective 30 days after posting on the Site.

