

TERMS AND CONDITIONS

Welcome to AffirmedMe! This website is the property of AffirmedMe LLC (“company” or “we”) operates the AffirmedMe application (“application”), related websites of the company, its affiliates or agents with links to this terms of use (collectively, the “website”) and any related services and resources available or enabled via the website or application (each a “service” and collectively, the “services”). Please read these terms and conditions (the “terms and conditions”) carefully. By accessing or using this website, services, or application, completing the registration process, and/or browsing the website, or downloading the application, you represent that:

- i) You have read and understood these terms and conditions and you agree by each and every provision therein.
- ii) You have attained age of majority or legal age to enter into a contractual obligation with us.
- iii) You are authorized to enter into the legally binding agreement personally or on behalf of the company you have named as the user, and to bind that company to these terms and conditions.

Throughout the site, the terms “we”, “us” refer to AffirmedMe LLC, its website and app whereas, “you”, “your” “client” refers to the individual users of our website or/and app and collectively called as parties. The word “agreement” used hereunder refers to these terms and conditions. Moreover, the words denoting the gender in these terms and conditions include the masculine, feminine and neuter whereas, references in these terms and conditions to the singular words include plural and vice versa.

If you do not agree to all or any of the provision of these terms and conditions, then you should not access the website/app or use our services. Moreover, if you do not agree with our terms and conditions and privacy policy, you should exit the website immediately and should not register as a member. If these terms and conditions of service are considered an offer, acceptance is expressly limited to these terms and conditions

ARTICLE 1: ABOUT US

AffirmedMe is designed to help people organize their journey of self-improvement with the goal of balanced living intertwined with action, success, and discipline. When people feel like they are balanced and in control, they tend to lead healthier lives and make better decisions. This has a direct impact on one's confidence, mental and physical wellbeing. We become better people. We become better family members. We define and achieve success for ourselves. We uplift other along our path. This is the goal of AffirmedMe. It just so happens to be delivered in the form of a book and an app. We cannot help others achieve their greatness without ensuring we have been taken to achieve our own.

The AffirmedMe app helps you action the information contained in the AffirmedMe book. The application is created in such a way that you do not need to purchase the book to understand how to use the application in your everyday life. The AffirmedMe app is designed to help you organize your thoughts, your process, your life, your self-improvement, self-discipline and growth so that you maximize your returns in your path to be the absolute best, well rounded, and balanced person you desire to be. If you come to the table with the most important aspect of improvement, this app will help you organize and stay the course.

AffirmedMe store section provides a listing of selected quality products correlated to the content and recommendations in the AffirmedMe Book and App. Categories include the following: Planning, Organization, Personal performance, Reading, Health, Fitness, Selfcare, Mindfulness, Sleep, Home and Office supplies, Home Maintenance and Security, Personal Security, Vehicle Care.

The Affirmed-Youth section of the AffirmedMe app will provide daily affirmations to the youth to build their confidence and self esteem while building healthy habits for success. Furthermore, the Affirmed-Youth section will provide affirmation scripts for listening on the go. We look forward to helping everyone big and small, grow inside and out.

ARTICLE 2: REGISTRATION

2.1 To use or access certain features of the properties of the Company, you are required to register with us. For the purpose of these terms and conditions a “register user” means a user who has registered an account with AffirmedMe on the website or app (“account”)

In order to register with us you agree to:

- i.** Provide us correct and updated information about yourself.
- ii.** Maintain and update your information from time to time.
- iii.** You have attained legal age to enter into a contractual obligation with us.
- iv.** You are responsible for all the activities taking place on your account.
- v.** You shall monitor your account strictly to restrict use by minors. You accept full responsibility for any unauthorized use of the company properties by minors on your account.

- vi.** You understand and agree that you shall not share your account or password with anyone. In case of unauthorized use of your account, you agree us to inform us immediately of such and authorized use of your account or any security breach.
- vii.** You agree that you shall exit from the account at the end of each session.
- viii.** You agree that if at any time, you give us any inaccurate information about yourself that is either not true or incorrect, the company has authority and reasonable grounds to suspend or terminate your account and reuse your access or use of its properties or any portion thereof.
- ix.** You agree not to create an account with a false identity or information or on behalf of someone other than yourself.
- x.** You agree that you shall have only one account at any given time.
- xi.** The Company shall have the right to remove or reclaim any users at any time, for any reason including but not limited to, claims by a third party that a user violates the third-party' rights.
- xii.** You agree not to create an account or use the company properties if you have been previously suspended by the company, or if you have been previously banned from any of the company properties.
- xiii.** You shall provide all equipment and software necessary to connect to the company properties, including but not limited to, a mobile device to connect and use the company properties, in cases where the services offer a mobile component.
- xiv.** You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the company properties.

ARTICLE 3: SUBSCRIPTIONS

3.1 The purpose of these terms and conditions is to provide you secure access to the services. All fees set forth and paid by you shall be considered solely in furtherance of this purpose. In no way are these fees paid considered payment for the sale, license, or use of the company's software, and, furthermore, any use of the company's software by you in furtherance of the terms will be considered merely in support of the purpose of the terms.

3.2 You agree to pay us all the fees and charges on your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Currently, all payments are made via application. If at any time, we offer alternative methods of payment, you may be required to provide the company with a valid credit card (visa, Mastercard, or any other issuer accepted by us) or PayPal account ("payment provider"). Your payment provider agreement governs your use of the designated credit card or PayPal account, and you must refer to that agreement and not these terms to determine your duties and obligations. By providing the company with your credit card number or PayPal account and associated payment information, you authorize the Company to immediately invoice your account for the due fees and charges. You agree that we need no further consent or notice from you in this regard. You shall immediately notify us in case you change your billing address or the credit card or PayPal account used for payment hereunder. The Company shall have the right to modify its prices and billing methods. In such a case, company shall notify you with the change in the prices.

3.3 You agree that you shall be solely responsible for payment of the application fee for any services (each a "service subscription") at the time you upgrade to a premium subscription (each, a "service commencement date"). Except as provided under these terms

and conditions, all fees for the services are non-refundable. You agree that no contract exists between you and the company for the services until the company accepts your order by a confirmatory e-mail or other appropriate means of communication.

3.4 You agree that fees charged by the Company are net of any applicable sales tax. If any services or payment is subjected to sales tax in any jurisdiction and you have not paid the applicable sales tax to the Company, you shall solely be responsible for the payment of such sales tax and any related penalties or interest to the relevant tax authority. The company has no obligation or responsibility in this regard. You agree to indemnify the company for any liability or expenses arising in connection with such sales taxes. You shall provide us the official receipts issued by the appropriate taxing authority or other such evidence that you have paid all the applicable taxes. Whereas, the “sales tax” means any sales or use tax and any other tax measured by sales proceeds that the company is permitted to pass to its customers that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not impose a sales or use tax unless otherwise provided.

3.5 You agree and undertake to pay us all the fees fee of any withholding taxes. Any such tax imposed on payments of fees shall be your sole responsibility and you shall provide the Company with official receipts issued by the appropriate taxing authority or such other evidence as we may reasonably request to establish that such taxes have been paid.

3.6 You agree and acknowledge that, your subscription shall continue indefinitely until terminated in accordance earlier with these terms and conditions. After your initial subscription period, and again after any subsequent subscription period, your subscription shall automatically commence on the first day following the end of such period (each a “renewal

commencement date”) and continue for an additional equivalent period, at the company’s then-current price for such subscription. You agree that your account will be subject to this automatic renewal feature unless you cancel your subscription at any time prior to the renewal commencement date by logging into the account settings of the app store used for your purchase. If you wish your account not to renew automatically, or if you want to change or terminate your subscription, please log in and go to the account settings of the app. In the case that you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you agree that we shall not refund you any prorated portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize the company to charge your payment provider now, and again at the beginning of any subsequent subscription period.

3.7 Any free trial or other promotion provided by us at any time to the registered user level access to the services must be used within the specified time of the trial. At the end of the trial period, your use of that service will expire, and any further use of the service is not allowed unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription, please contact the company to have the charges reversed.

3.8 We may run promotional offers from time to time on the website. The terms of any such promotion will be posted on the website. Unless otherwise provided, we may establish and modify, in our sole discretion, the terms of such offer and end such offer at any point.

ARTICLE 4: APPLICATION LICESNE AND RESTRICTIONS

Subject to these terms and conditions, the company gives you a limited nonexclusive, nontransferable, non-sublicensable, revocable license to download, install and use a copy of the application. Whereas, the rights given to you by us in the terms are subject to the following restrictions:

- a) You shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the company properties or any portion of the company properties, including the website,
- b) You shall not frame or utilize framing techniques to enclose any trademark, logo, or other company properties (including images, text, page layout or form) of the company.
- c) You shall not use any metatags or other “hidden text” using company’s name or trademarks.
- d) You shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the company properties except to the extent the foregoing restrictions are expressly prohibited by applicable law.
- e) You shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the website for the sole purpose of

and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);

- f) Access the company properties in order to build a similar or competitive website, application, or service.

Except as expressly stated herein, no part of the company properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; and you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the company properties. Any future release, update or other addition to the company properties shall be subject to these terms. The company, its suppliers and service providers reserve all rights not granted in these terms. Any unauthorized use of the company properties terminates the licenses granted by the company pursuant to the terms.

ARTICLE 5: CONTENT AND LIABILITY

5.1 You understand that all the content and the company's properties, is the sole responsibility of the party from whom such content is originated. This means that you are responsible for all the content that you post, upload, email, transmit, or otherwise make available through us and therefore, we shall not be held liable. You understand and agree that we have no liability to prescreen the any of the content made available through us on our website and we shall not be held liable for any content posted or made available by us. However, you understand that you have right to prescreen content and to refuse or remove any content. You also understand and agree that you have no exception of privacy concerning the transmission of your content which may include chat, text, voice communication.

5.2 In case that the company pre-screens, refuses or removes any content, you agree that the company shall be doing it solely for its benefit, not yours. Without limiting the aforementioned, the company shall have the right to remove any content that violates its terms or seems objectionable to it.

5.3 Unless provided otherwise, the we have no liability or obligation to store or make available any of your content. The company has no duty for the deletion or accuracy of any content, including your content; the failure to store, transmit or receive transmission of content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the company properties.

ARTICLE 6: INTERACTION WITH OTHER USERS

You agree that are solely responsible for your interactions with other users of the services and any other parties with whom you interact through us; provided, however, that the company has the right, but has no obligation, to intercede in such disputes. You agree that the company shall not be responsible to you or any third party for any liability incurred as the result of such interactions.

The company properties may contain user content provided by other users. We are not responsible for and do not control user content. You understand that we have no liability to monitor or review or make representations with respect to user content. You interact with other user and parties at your own risk.

ARTICLE 7: COMMUNICATION

You allow us to communicate with you via your registered e-mail, telephone or messages/notifications within your account. Any communication from you to us shall be considered as effective from the date and time of reception by us. It is your sole duty to make sure that you have read all and any communication we may transfer you from time to time through any communication channel. If you change any of your contact information you are requested to update us with your recent information. Whereas, all the communication shall be made to you by us in English language. Any communication made otherwise shall only be for the purpose of convenience and shall not be legally binding. Only English version of such communication shall be binding. It is your responsibility to keep the information and communication made between us confidential and not to share with any third party and you understand that we shall not be held liable for loss of any such confidential information.

ARTICLE 8: WARRANTIES

You understand that you use the company's properties and its services at your own risk and you understand that all the properties made available to you are provided on an "as is" and "as available" basis, with all faults. We expressly disclaim all warranties, representations, and conditions of any kind, whether express or implied, including, without limitation, the implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement.

The company make no warranty, representation, or condition that:

- The company properties will fulfill your requirements.

- Your use of the company properties will be uninterrupted, timely, secure, or error-free.
- The results that may be obtained from use of the company properties will be accurate or reliable.

Any content downloaded from or otherwise retrieved through the company properties is retrieved at your own risk, and only you shall be responsible for any harm to your property or person, including, without limitation, your computer system and any device you use to retrieve the company properties, or any other damage that results from retrieving such content. You agree and understand that our services may be subject to delays, cancellations, and other disruptions. Company makes no warranty or condition with respect to services, including but not limited to, the quality, effectiveness, reputation, and other characteristics of services. No advice or information, whether oral or written, obtained from or through the company properties will create any warranty not expressly made herein.

ARTICLE 9: LIABILITY

You understand and agree that we shall not be liable to you for any indirect, incidental, special, exemplary, or consequential damages arising out of or in connection with the company properties, including, but not limited to, any damages resulting from loss of use, data, or profits, whether or not company has been advised of the possibility of such damages, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with the terms, or from any communications, interactions or meetings with other users of the company properties, on any theory of liability, resulting from:

- The use or inability to use the company properties.
- Unauthorized access to or alteration of your transmissions or data.
- Statements or conduct of any third party on the company properties.
- Any other matter related to the company properties, whether based on warranty, copyright, contract, tort (including negligence), product liability or any other legal theory.

ARTICLE 10: TERMINATION

The Terms shall be effective from the day when you register with us and shall remain in full force and effect while you use the Company Properties, unless terminated earlier in accordance with the Terms.

If you do not have subscription with us, we may suspend, modify, or terminate any of the services. Whereas, if you want to terminate the Services provided by the Company, you may do so by:

- Notifying the Company at any time and,
- Closing your Account for all of the Services that you use. Your notice should be sent, in writing, at, “affirmedme@protonmail.com”.

Once the termination of service has taken place as provided above, all of your data, password, and other related information shall be deleted. However, the Company shall not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

ARTICLE 11: THIRD PARTY SITES/LINKS

Your dealings with advertisers or other third parties found on or accessible through the Services are solely between you and such third party. These dealings include, but are not limited to, your participation in promotions, the payment for and delivery of items if any, and any terms, conditions, warranties, or representations associated with such dealings. Third party links are provided solely as a convenience to you and should not be construed as an endorsement by us. You shall access and use such third-party sites, including the content, items, or services on those sites, solely at your own risk.

We do not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that we will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of links or ads of such third parties on the Services.

If there is a dispute between you and any such third party, you understand and agree that we shall be under no obligation to become involved. In the event that you have a dispute with any such third party, you hereby release AffirmedMe its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the services.

ARTICLE 12: DISPUTE RESOLUTION

In case of any dispute with us, you are requested to contact us first, we want to address your concerns without resorting to legal proceedings. We will try to solve it internally as soon as

possible. You also agree to negotiate the matter with us and shall keep all the discussions confidential. In case the dispute is not resolved internally with discussion and you want to raise legal claim against us then you are required to send us notice of claim prior to the commencement of legal action. However, you agree that all the disputes regarding these terms and conditions shall be resolved according to the Governing Laws of the United States of America and the state of California of the United States of America and venue is to be lie exclusively in the courts for civil matters.

ARTICLE 13: VIOLATIONS

If at any time, the Company becomes aware of any possible violations by you of the Terms, the Company reserves the right to investigate such violations. If, as a result of the investigation, the Company believes that criminal activity has occurred, the Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. The Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Company Properties, including Your Content, in the Company's possession in connection with your use of the Company Properties, to:

- i. Comply with applicable laws, legal process, or governmental request.
- ii. Enforce the Terms,
- iii. Respond to any claims that Your 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 the Company, its Users or the public, and all enforcement or other government officials, as the Company in its sole discretion believes to be necessary or appropriate.

In the event that the Company determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the Company Properties, the Company reserves the right to:

- Warn you via e-mail (to any e-mail address you have provided to the Company) that you have violated the Terms.
- Delete any of Your Content.
- Discontinue your registration(s) with the any of the Company Properties.
- Discontinue your subscription to any Services.
- Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- Pursue any other action which the Company deems to be appropriate.

ARTICLE 14: MISCELLANEOUS

14.1 Performance by AffirmedMe under this agreement is excused during the period such performance is prevented or delayed by the government restrictions (whether with or without jurisdiction), war or warlike activity, insurrection or civil disorder, or any other cause similar or dissimilar to the foregoing that are beyond the control of the parties and not enforceable at the time the agreement is executed.

14.2 It is hereby agreed that we may at our sole discretion, amend, alter, change, any of the provision of these terms and conditions and such modifications shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of these terms and conditions.

14.3 Any captions or headings used in these terms and conditions are solely for the convenience of the parties hereto, are not part of these terms and conditions, and are not to be used for the interpretation or determination of validity hereof.

14.4 If any particular term of these terms and conditions is determined to be invalid, the invalidity and enforceability would not affect the remaining provisions, which will nevertheless remain in full force and affect.

14.5 We may modify any of the term of these terms and conditions at its sole discretion, any time with or without notice to you.

14.6 Nothing in this agreement is intended or deemed to create a partnership or joint venture between the parties.

14.7 You are not allowed to assign or transfer any right or obligation to any third party without the written consent of us however, you understand that we may assign or transfer some, all or any of our rights and duties with or without notice to you.

14.8 Our website may from time to time, contains links to other sites whose privacy practices may be different from ours. In case, you submit personal information to any of those sites, your information is governed by their privacy policies and we shall not be held liable for any loss of data or personal information thereof. We request you to carefully read the privacy policy of any other website you visit.

14.9 You agree that these terms and conditions are to be interpreted and governed according to the Laws of the United States of America and the state of California of the United States of America. You acknowledge and agree that all the disputes arising between us regarding these terms and conditions shall be resolved according to the Governing Laws of the United States of America and venue is to lie exclusively in the courts for civil matters.

14.10 If you have queries, problems, or any feedback you are encouraged to contact us at, “affirmedme@protonmail.com”. We will try to resolve any complaint within seven (7) business days from the date we receive the complaint.