

SERVICE TERMS & CONDITIONS

A. Terms of Use:

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B. Privacy:

This privacy policy discloses the privacy practices for this site operated by L&M. This privacy policy applies solely to information collected by this site. It will notify you of the following:

- What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.
- What choices are available to you regarding the use of your data.
- The security procedures in place to protect the misuse of your information.
- How you can correct any inaccuracies in the information.
- Information Collection, Use, and Sharing.

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

C. Your Access to and Control Over Information:

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

D. Security:

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted

access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

E. Updates:

Our Privacy Policy may change from time to time and all updates will be posted on this page. If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 804-839-9128 or via email info@leadershiplmc.com.

F. Representations or Warranties:

L&M strives to ensure that the information contained in, or on, this site is accurate and reliable. We provide you access to the information and materials on this site on an "AS IS" basis without any representations or warranties. L&M EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. L&M reserves the right to amend or withdraw its information, materials, and services provided on or through this site at any time without notice. L&M will not be liable or responsible for any damages or injuries caused by use of this site (such as viruses, omissions or misstatements). No advice or information, whether oral or written, obtained by you from L&M or through or from this site shall create any warranty not expressly stated herein. L&M is not responsible or liable for any interruption or discontinuation of this site. L&M also reserves the right to terminate your access to all or part of this site without notice. While L&M offers a wide variety of useful information, materials, and services, it makes no promises about the content, your ability to secure a position, or advance in your career. By using this site and other methods of communication, you confirm that you have not relied on any of their respective content.

G. Exclusion of Liability:

By using this site, you expressly understand and agree that L&M shall not be liable for any damages, including direct, indirect, special, incidental, or consequential damages, or lost profits, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses that are in any way related to the distribution, use, or inability to use the information or materials on this site or the actions of third parties on or through this site, even if L&M has been advised of the possibility of such damages. In all events, L&M's total liability is limited to the amount, if any, that you actually paid to L&M for accessing this site.

H. Cancellation Policy:

Seminars: Upon being awarded a seminar/training program contract, as evidenced by an authorized signature of the contracting party (hereinafter referred to as "awarding organization") and Jesse Calloway (Leadership & Motivation Consultants LLC - hereinafter referred to as "awardee") any cancellations by the awarding organization occurring with greater than 30 day written notice from the start date of the selected seminar/training program are acceptable and will not incur consequential charges. There is no charge for rescheduling the seminar/training program start date at any time post award granting provided that mutual agreement is reached between the awarding organization and the awardee for the revised dates. However, cancellations occurring within 30 days of the seminar/training program start date are subject to the following non-refundable fees:

1. **Less than 30 days but greater than 20 days prior to start date:** total reimbursement for any and all non-refundable costs incurred in preparation for the proposed seminar/training program to include, but not limited to, purchase of printing services for training materials, non-refundable travel expenses, etc. (The awardee agrees to provide any and all itemized expense receipts reflecting any costs claimed related to this provision prior to requesting any such reimbursement.)
2. **Less than 20 days but greater than 10 days prior to start date:** same as described in item 1 above as well as a service cancellation fee equal to 10% of the total estimated cost for the first (or initial) seminar/training program session if to be conducted over multiple time periods (or otherwise the one event seminar/training program) as reflected in the awardee proposal serving as the basis for the award grant.
3. **Less than 10 days prior to prior to start date:** same as item 1 above as well as a service cancellation fee equal to 20% of the total estimated cost for the first (or initial) seminar/training program session if to be conducted over multiple time periods (or otherwise the one event seminar/training program)as reflected in the awardee proposal serving as the basis for the award grant.

Cancellations of any planned successive weekly training session, occurring after the training has commenced, will result in reimbursement as described in item 1 as well as 30% of the total estimated cost for the remaining training session(s) that has/have not yet been conducted.

All correspondence regarding proposed rescheduling/cancellations should be emailed to Jesse Calloway at the following address: info@leadershiplmc.com.

Speaking Engagements:

Following customer submission of payment (partial or in full) for a particular engagement, any cancellation that occurs greater than thirty (30) business days prior to the event date is refundable less a 10% scheduling fee. Cancellations occurring inside of 30 business days prior to the event date are subject to customer forfeiting the entire engagement fee which may be applied toward a future mutually agreed upon engagement and date.

Confidential Career Advisement & Coaching:

Excluding the initial free “15 minute” consultation, payment for service is due no later than fourteen (14) business days before the date of scheduled service implementation. Any cancellations occurring ten (10) business days prior to the scheduled service date are refundable, minus a registration service charge of 10%, which you may apply toward any future coaching and advisement session. After that, cancellations are subject to you forfeiting the entire coaching and advisement fee, which may be applied toward a future coaching and advisement session occurring on a mutually agreed upon service date. Please note that if you do not cancel a coaching & advisement session and do not participate in that session, you are still responsible for payment.

Communications of cancellations:

All cancellations must be received via email at info@leadershiplmc.com in accordance with the above service terms and conditions. In order to assure correct cancellation processing, and applicable refunds or reallocation of payment, the email subject line must be titled “Cancellation Request” and the specific

service date of the event (seminar, speaking event, coaching and advisement, etc.) for which a cancellation is being requested must be included therein. Alternatively, identically formatted cancellation requests may be faxed to (804) 251- 1944