

Intuitive Stephanie LLC

* Stephanie Polenz ~ Psychic Medium & Intuitive Coach

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PAYMENT

You may purchase licenses to certain Products through a one-time payment or in monthly installments, as specified on the Sites. When you make a purchase, you authorize Stephanie Polenz of Intuitive Stephanie LLC to charge the credit, debit card or PayPal account you provide on a one-time or monthly basis, or payment plan, depending on which payment plan you elect. Stephanie Polenz of Intuitive Stephanie LLC reserves the right to cancel any order for any reason. Possible reasons for cancellation include, but are not limited to the following: fraudulent orders, incorrect pricing or non-payment.

REFUNDS

If you are not satisfied with a Product that you purchased, you are eligible for a partial refund of amounts paid for that Product, provided that you: email Stephanie Polenz of Intuitive Stephanie LLC at IntuitiveStephanie.com, no later than fifteen (15) days following the date of purchase, requesting a refund, stating the reason for your request.

Notwithstanding the foregoing, certain Product purchases may not be eligible for refund, or might be subject to satisfaction of additional or different criteria, if and to the extent Stephanie Polenz of Intuitive Stephanie LLC so provides on the applicable Site(s). If you receive a refund for a Product, you will have no further right to use that Product. Stephanie Polenz of Intuitive Stephanie LLC will have the sole discretion to determine whether you satisfy the eligibility criteria for a refund. For the avoidance of doubt, unless you are eligible to receive a refund, as provided herein, your obligation to continue to make all monthly payments with respect to a purchase shall remain in effect, notwithstanding the cancellation or termination of the applicable license for such Product.

YOUR CONTENT

Stephanie Polenz of Intuitive Stephanie LLC may provide the opportunity for you to provide content or materials (“Your Content”) by means of the Services, including by commenting on blog posts, by communicating with her directly or through other forums. You grant to Stephanie Polenz of Intuitive Stephanie LLC and our affiliates a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, assignable, transferrable, right and license to reproduce, display, perform, transmit, modify, publish, create derivative works from and otherwise use Your Content in any formats or media now known or hereafter devised, in connection with our provision or promotion of information products or services.

YOUR CONDUCT

You agree that you will not:

(i) use the Services in a manner that (a) violates any applicable international, federal, state or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities; (b) is fraudulent, deceptive or misleading; (c) is threatening, harassing, discriminatory, libelous, defamatory, pornographic or obscene; (d) violates anyone’s rights of privacy, publicity or other rights; (e) violates any contractual or fiduciary obligations; (f) infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, “Intellectual Property Rights”); (g) has an adverse effect on her business, reputation or ability to provide Services;

or

(h) would otherwise be reasonably deemed objectionable under the circumstances;

(ii) violate any program guidelines applicable to use of particular products or interfere with, impair or disrupt the ability of others to use such Products;

(iii) use the Services so as to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;

(iv) violate or attempt to violate the security of the Services;

(v) reverse engineer, decompile or disassemble any portion of the Services; (vi) “scrape” information from the Services by automated means;

(i) interfere with the ability of others or permit any unauthorized access to or use of any Products that you have licensed or to any password applicable to your account for the Services;

(vii) use, redistribute or resell any of the Products or other content of the Services, other than such unremunerated sharing via social media as may be authorized on the Services or otherwise in writing by Stephanie Polenz of Intuitive Stephanie LLC; or

(viii) reproduce, modify, display, distribute, sell, re-sell, distribute, publish, disclose, videotape, share, divulge, transfer, exploit or create derivative works from any of the Services, including any Products, in whole or in part, except as expressly provided in these Terms.

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You agree to indemnify, defend and hold harmless STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH, and its affiliates, and all officers, directors, owners, agents, or licensors thereof (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities and costs, including reasonable attorneys’ fees, sustained by the Indemnified Parties in connection with any claim arising out of Your Content, your use of her Products, or any breach by you or any user of your account of these Terms. You shall cooperate as fully as reasonably required in the defense of any such claim. STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

REPRESENTATIONS AND WARRANTIES

You represent and warrant: (a) that you own all Intellectual Property Rights in Your Content and have the right to provide Your Content via the Services for use as contemplated herein, and (b) that you are at least eighteen (18) years old.

LAW; JURISDICTION

These Terms shall be governed by the laws of the United States of America and the State of Wisconsin without giving effect to the principles of conflict of laws. YOU AND STEPHANIE POLENZ OF INTUITIVE STEPHANIE LLC AGREE THAT ANY ACTION OR DISPUTE BETWEEN US WILL BE RESOLVED EXCLUSIVELY BY ARBITRATION IN THE STATE OF WISCONSIN (DISCRETION OF STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH).

PRIVACY

Your use of the Services is subject to Stephanie Polenz of Intuitive Stephanie LLC Privacy Policy, which is incorporated into these Terms. By using any of the Services, you acknowledge and consent to her collection and use of information as set forth in the privacy policy.

CHANGES

Stephanie Polenz of Intuitive Stephanie LLC may modify these Terms at any time by posting changes on the Sites; however, (i) these changes will only become effective and binding with respect to you after Stephanie Polenz of Intuitive Stephanie LLC provides notice on the Sites that these Terms have changed and you first use any of the Services following the date of such posting, (ii) the changes will only apply with respect to your use of the Services after such changes become effective, and (iii) any change in payment obligations will only apply to your subsequent purchases on, or usage of, the Services. If at any time

you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Services.

DIGITAL MILLENNIUM COPYRIGHT ACT

If you believe that any of the Services contain content that infringes on your copyright, please contact Stephanie Polenz through her website at www.IntuitiveStephanie.com with the following information:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law; An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

LINKS

The Services may contain links to websites that Stephanie Polenz of Intuitive Stephanie LLC does not operate. Stephanie Polenz of Intuitive Stephanie LLC is not responsible for the content of any such websites, and you should direct any concerns regarding such websites to their respective site administrators or webmasters.

PARENTAL PERMISSION

The Sites are not directed to children under the age of 13 and Stephanie Polenz of Intuitive Stephanie LLC will not knowingly collect personally identifiable information from children under 13. Stephanie Polenz of Intuitive Stephanie LLC strongly recommends that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access. Stephanie Polenz of Intuitive Stephanie LLC may, at her discretion, require users under 18 to obtain the consent of a parent or guardian to view certain content, and she may limit access to certain content to users above a specified age. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.

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No joint venture, partnership, employment or agency relationship exists between you and STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH as a result of these Terms and/or your use of the Services. These Terms shall be effective as of the date accepted by you. These Terms represent the entire agreement between you and STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding the Services. STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH may assign these Terms at its discretion. You may not assign these Terms. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced. In addition to money damages, STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH shall be entitled to seek equitable relief where appropriate if you breach any of these Terms. These Terms are severable and may be construed to the extent of their enforceability in light of the parties' mutual intent. The titles and subtitles in these Terms are used for convenience only and are not to be considered in construing it. All references herein to "including" and variations thereof shall be deemed to mean, "including, but not limited to." All references herein to "I", "she", "we," "our" or variations thereof shall be deemed to refer to STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH. All references herein to "you," "your" or variations thereof shall be deemed to refer to you individually, if you are entering into these Terms on an individual basis, and to the corporation, partnership or other organization or legal entity that you represent, if you are entering into these Terms on behalf of such organization or entity. Notices to you required or permitted hereunder shall be made to you at the most recent email address on file with STEPHANIE POLENZ, PSYCHIC MEDIUM, INTUITIVE COACH. Notices to Stephanie Polenz of Intuitive Stephanie LLC shall be sent through her website www.IntuitiveStephanie.com.