



## TERMS OF USE YES YOU CAN! WEBSITES

**Effective Date: October 1, 2016**

**Last Revised: January 1, 2017**

THIS AGREEMENT (“**AGREEMENT**” or “**TERMS**”) IS A LEGAL AGREEMENT BETWEEN YOU (“**YOU**” OR “**YOUR**”) AND CHABAN WELLNESS LLC, D.B.A. YES YOU CAN! (HEREINAFTER “**COMPANY**,” “**WE**,” “**US**” OR “**OUR**”), THAT SETS FORTH THE LEGAL TERMS AND CONDITIONS FOR YOUR ACCESS TO AND USE OF THE YES YOU CAN! CORPORATE WEBSITE, YOUR YES YOU CAN! OFFICE AND YOUR YES YOU CAN! PERSONAL WEBSITE AND ANY OTHER WEBSITE OWNED AND OPERATED BY COMPANY (THE “**SITE(S)**”) AND ANY COMPANY SOFTWARE OR OTHER SERVICES OFFERED BY COMPANY FROM TIME TO TIME (TOGETHER THE WEBSITE(S) AND SERVICES ARE REFERRED TO AS “**SERVICE(S)**”)

### 1. General

- 1.1 **Why should you read this Agreement?** Because this Agreement creates a legally binding agreement between you and us. By accessing or using the Sites, you are accepting this Agreement and agreeing to use the Services in accordance with the terms and conditions of this Agreement. Some of our Services may have additional rules, policies, and procedures. Where such additional terms apply, we will make them available for you.
- 1.2 **You confirm that you can enter into this Agreement.** As a condition of your use of the Services, you confirm and warrant to us that you meet the eligibility requirements set out in Section 4.2 and have the right, authority, and capacity to enter into these terms or, if you are under the age of majority in your jurisdiction of residence, you have obtained the consent of your parent or legal guardian to enter into this Agreement.
- 1.3 **What if I don't accept these Terms?** If you are a visitor and are not a Yes You Can! independent Coach (“**Coach**”), and you do not agree to these terms of use, your sole recourse is to leave the Sites. If you are a Coach and you do not agree to these terms of use, your sole recourse is to cancel your Coach Agreement and not use the Site. If you are a Coach, violation of these Terms of Use may result in disciplinary action against your Yes You Can! Business as set forth in Yes You Can!'s Coach Policies and Procedures.
- 1.4 **Special additional Terms.** Special terms apply to some services offered on our Sites, such as subscription-based services, product purchases, rules for particular contests or sweepstakes or other features or activities. Those terms will be posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, will prevail over these Terms of Use. If you are a Coach, your use of the Sites does not change your legal relationship to the Company as an independent salesperson who may distribute Yes You Can!® products.
- 1.5 **Electronic Communications.** If you are a Coach, you can manage your receipt of electronic communications from us in the account settings of your Yes You Can! Office. If you are a customer or Site visitor and you have provided us with your email address, you authorize us to periodically send you information and updates relating to our business, products, programs, promotions, and other matters. You have the right to unsubscribe to these communications at any time. For contractual purposes, you consent to receiving communications from us by email.
- 1.6 **Termination of use of the Sites.** We may suspend or terminate your ability to use the Sites, or any portion of the Sites, for failure to comply with these Terms of Use, for breach of your Coach Agreement, or as we

deem necessary to protect our business or intellectual property interests. If you are a Coach, upon the expiration or cancellation of your Yes You Can! business for any reason, your access to the Sites will be terminated. Certain provisions of this agreement will survive any termination of this agreement and your use of the Site.

## **2. About Yes You Can!**

2.1 **Who are we?** Yes You Can! is a nutrition and wellness company registered as a Florida limited liability company. We sell our products to consumers through a network of Coaches who feel just as passionately about transforming the world as we do!

2.2 **How can you contact us?** Our corporate headquarters are located at 657 South Drive, Suite 403, Miami Springs, FL 33166. You can contact us by writing to us at this address, emailing us at [Info@YesYouCan.com](mailto:Info@YesYouCan.com), or calling us at 888-381-0992.

## **3. Changes to the Sites and these Terms of Use**

3.1 **Small Changes.** We reserve the right to change the provisions of this Agreement or to modify or discontinue the Services or Sites at any time. Those changes will go into effect on the effective date shown in the revised agreement. If we change this Agreement, we will give you notice by posting the revised agreement on the applicable Sites and sending an email notice to you using the email address provided by you. Therefore, you agree to keep your contact information up-to-date and agree that notice sent to the last email address you provided shall be considered effective. We also encourage you to check this Agreement from time to time to see if it has been updated.

3.2 **More significant changes.** In addition, we may make more significant changes to the Sites and/or these Terms, but if those changes materially or adversely impact your rights or use of the Sites, we will notify you by email of such changes using the contact information provided by you. Amendments shall be deemed accepted by you and become effective 30 days after publication of notice is posted under the Terms of Use tab of the Sites. By continuing to use any Services after the new effective date, you agree to be bound by such changes. If the modified terms are not acceptable to you, please cease using the Services.

## **4. Service Description and Eligibility**

4.1 **Service Description.** Through the Yes You Can! Office we provide an online platform for Coaches to manage their Yes You Can! businesses. In addition, customers may purchase Yes You Can! products through their Coaches' Personal Websites. Coaches receive automatic access to their Offices and Personal Websites when they enroll as Coaches. For members of the public who are interested in learning about Yes You Can!, we encourage you to visit our corporate website at [YesYouCan.com](http://YesYouCan.com).

4.2 **Eligibility.** The Sites are general audience websites and Yes You Can! products and services are not specifically designed or targeted at children. Children under the age of 18 are prohibited from providing Personal Information (as defined in the [Privacy Notice](#)) on the Sites.

4.3 **Account creation.** Some services on the Sites (for example, the purchase of Yes You Can! products) permit or require you to create an account to participate in or to secure additional benefits. If you choose to maintain an account, you agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You will not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us of any suspected unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the Sites.

4.4 **International Use of the Site.** The Sites are intended for viewing and use in the United States and any other countries which Yes You Can! has designated as officially open for business. Coaches may not use the Sites to conduct business or sales in any country that we have not announced is officially open for business and customers may not purchase Yes You Can! products from outside the United States.

- 4.5 **Export Controls.** Supply of goods, services and software through the Sites is subject to export controls under the laws and regulations of the United States. By visiting and using the Sites, and acquiring any goods, services or software through the Sites, you represent and warrant (a) that you are not a national of, or resident within, any of the countries that are subject to trade embargo under these laws and regulations (currently, Cuba, Iran, North Korea, Sudan and Syria); (b) you are not listed on any of the United States government's lists of prohibited and restricted parties; and (c) you do not intend to supply any goods, services or software acquired through the Sites to a resident of those countries or a person listed on any of the U.S. government's lists of prohibited and restricted parties.

## 5. **Product Purchases, Payment Returns and Exchanges**

- 5.1 **Product Purchases.** Coaches may purchase products directly from Yes You Can! for personal use and resale to their customers. Customers may purchase products directly from their Coach's personal inventory or through their Coach's Personal Website. If a customer does not yet have a dedicated Yes You Can! Coach, you may make an initial purchase using the shopping feature on the Yes You Can! corporate website, or a Yes You Can! Ambassador's Personal Website. After this initial purchase, you will be referred to a Coach, who will provide you with personal service and the ability to purchase additional Yes You Can! products.
- 5.2 **Prices.** Although we have made every effort to display our products as accurately as possible, products displayed may be out of stock or discontinued, and prices are subject to change. We are not responsible for typographical errors regarding price or any other matter.
- 5.3 **Method of Payment.** You agree to pay all charges incurred by you via payment card (or other applicable payment mechanism) at the amounts in effect when such charges are incurred. Coaches and Customers must provide us with a valid credit or debit card (Visa, MasterCard, or any other accepted issuer) or use any other payment or financial mechanism specified by us ("**Payment Provider**") as a condition to making any payments. Your Payment Provider agreement (e.g., cardholder agreement, or terms of use) governs your use of the payment mechanism, and you must refer to that agreement (not this Agreement) to determine your rights and liabilities with respect to the Payment Provider. By providing us with your payment information, you agree that we and any of our third party payment processors are authorized to immediately debit or credit your account for all applicable fees and charges and that no additional notice or consent is required. You agree to immediately notify us of any change in your payment and financial information. We reserve the right at any time to change its prices and billing methods. All information that you provide to us or our third party payment processors must be accurate, current and complete. You will also be responsible for paying any applicable taxes relating to payments that you make.
- 5.4 **Returns, exchanges and auto-ship.** Coach requests for returns or exchanges will be handled in accordance with Sections 3.8 and 3.9 of our Coach Policies and Procedures. Customer Requests for returns and exchanges will be handled according to our [Customer Shipping and Return Policy](#).

## 6. **Ownership and Copyright**

- 6.1 **Ownership.** You agree that the Sites, including its code, documentation, appearance, structure and organization constitute trade secrets and/or copyrighted and/or proprietary material of Yes You Can! and our licensors. Furthermore, all information, materials, functions and other Site content (including Submissions as defined in Section 6.4 below and non-personal aggregate data collected by us in connection with providing the Sites) provided on the Sites (collectively "Content"), such as text, graphics, images, etc., is our property or the property of our licensors and is protected by U.S. and international copyright laws. The Sites and the Content are protected by United States copyright, patent, trademark and other laws including international treaty provisions. You agree not to disclose, provide or otherwise make available such trade secrets, copyrighted or proprietary material in any form to any third party without our prior written consent or that of our licensors, as applicable. Title to the Sites, or any copy, modification, translation, partial copy, compilation, derivative work or merged portion of the Sites, shall at all times remain with us or our licensors, as applicable. You may not copy the written materials accompanying the Sites. You agree to take every reasonable precaution to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Sites.
- 6.2 **Proprietary Rights.** Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively "Trademarks") used and displayed on the Sites are our registered and unregistered

Trademarks and the Trademarks of our licensors. Use of the Trademarks, if allowed, must adhere to the Company's Policies and Procedures relating to Trademarks. We, and our service providers, are only delivering services to you under this agreement and have not granted you any express or implied licenses with respect to any Trademarks, software or other intellectual property.

- 6.3 **Coach Limited License.** If you are a Coach, we grant you a limited license to access and make personal use of the Sites, the Services and the Content, subject to this Agreement. However, neither the Sites nor any portion of the Site or any Content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by us in writing. If you are a Customer or visitor to the Sites, no such license is expressly or implicitly granted. Whether you are a Coach, Customer or visitor, you may not, without our prior written consent:
- (a) sublicense, transfer, assign, rent, use, copy or modify the Sites, in whole or in part, except as expressly permitted in this Agreement;
  - (b) decompile, reverse assemble or otherwise reverse engineer the Sites, except to the extent the foregoing restriction is expressly prohibited under applicable law;
  - (c) reproduce, disclose, market, lease, transfer, distribute or revise the Sites or the associated web pages;
  - (d) distribute any executable versions of the Sites to third parties or use such executables in excess of the limitations set forth above;
  - (e) use the Sites to provide facility management, service bureau or other access or use of the program for the benefit of third parties; and
  - (f) remove, alter or destroy any copyright notices, proprietary legends or other indicia of ownership.

- 6.4 **Submissions.** For purposes of this Agreement, the word "**Submissions**" means text, content, advertisements, promotional material, graphics, audios, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate, advertise, or otherwise distribute on or through the Site. If you are a Coach, this includes your Personal Profile image and other images you may upload to customize your Personal Website.

We are pleased to receive your feedback, comments, suggestions, and Submissions regarding the Sites, our products and services, and our opportunity. If you transmit to us, post, or upload any Submissions to or through the Sites, you grant us and our affiliates a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes.

If you are a Coach, by communicating a Submission to us, you represent and warrant that the Submission and your communication thereof conform to the Yes You Can! Coach Policies and Procedures and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use.

- 6.5 **Copyright Complaints.** We respect the intellectual property of others, and we ask our Sites' users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. § 512 ("DMCA"). Please be advised that to be effective, the Notice must include ALL of the following:
- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  - (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material;
  - (d) information reasonably sufficient to permit us to contact the complaining party;
  - (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
  - (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement and counter-notices should be directed to: Ruben Ordaz, Manager, Business Support Strategy and Records, 657 South Drive, Suite 403, Miami Springs, FL 33166, Info@YesYouCan.com. Both mail and email notices, must include "Notice of Infringement" in the subject line.

Upon receipt of notices complying with the DMCA, we will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing. However, it is often difficult to determine if someone's intellectual property rights have been violated and we may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

## 7. **Acceptable Use**

7.1 **Responsibility.** You are responsible for your use of the Sites, and for any use of the Sites made using your computer or mobile device. Our goal is to create a positive experience in connection with our Services. To promote this goal, we prohibit certain kinds of conduct that may be harmful to others or to us.

7.2 **Prohibited Submissions and Content.** You agree that you will not upload, post, or otherwise distribute, or link to or from the Sites any Submission, Content, or material that:

- (a) directly or indirectly promotes or advertises any non-Yes You Can! business or opportunity;
- (b) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person;
- (c) is bigoted, hateful, or racially or otherwise offensive;
- (d) is profane, violent, vulgar, obscene, pornographic, or otherwise sexually explicit;
- (e) otherwise harms or can reasonably be expected to harm any person or entity;
- (f) is libelous, slanderous, defamatory, or violates the law;
- (g) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;
- (h) infringes or violates any right of a third party including: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (iii) any confidentiality obligation;
- (i) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Sites or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Sites;
- (j) does not generally pertain to the designated topic or theme of the relevant Public Forum (as defined below) or violates any specific restrictions applicable to a Public Forum;
- (k) is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet; or
- (l) violates this Agreement or Yes You Can!'s Coach Policies and Procedures.

We cannot and do not assure that other users are or will be complying with the foregoing online rules of conduct or any other provisions of the Agreement, and, as between you and Yes You Can!, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

7.3 **Interactive Medium.** If you are a Coach, your Yes You Can! Office may offer features such as bulletin boards or e-mail functions as part of the Sites (referred to as "**Interactive Medium**"). For example, we may permit you to import email addresses and contacts from your personal address book to send those contacts electronic communications regarding your Yes You Can! business. If you import contacts, we will collect the username and password of the email account from which you wish to import contacts, but we will only use them for the purpose of importing your contacts.

You will not use the Interactive Medium in a manner that violates any law or regulation and you will not use the Interactive Medium to transmit via the Services, any Content that is prohibited by this Agreement. If you use the Interactive Medium, you certify that you will only send electronic communications to your downline

Coaches and customer contacts you have created that have directly consented (opted-in) to receive Yes You Can! related emails from you. Additionally, you agree that you will not send unsolicited email (spam) via the Site.

Upon request, you agree to provide Yes You Can! with the source of the email addresses, the method used for recipient signup, and details surrounding the process used, and whatever other information relates to the transaction or sign-up process used. This includes, but isn't limited to, date and time of sign up, IP address of signup, website signed up from, and whatever other information you asked of the recipient at point of sign up.

Yes You Can! does not buy or sell email lists, nor do we allow Coaches to use purchased or harvested email lists. You certify that you will not use rented or purchased lists, email append lists, or any other list that contains email addresses captured in any method other than opt-in. The use of opt-out lists is prohibited in Yes You Can!'s system. We retain the right to review your contact lists and emails to verify that you are abiding by the privacy and permission policies set forth herein.

7.4 **Further Prohibited Conduct.** In addition, when using the Sites, you will not:

- (a) harvest or otherwise collect or store any information (including Personally Information) about other users of the Services, including e-mail addresses, without the express consent of such users;
- (b) alter the transmission of data;
- (c) collect, distribute or gather personal or aggregate information, including Internet, e-mail or other electronic addresses, about Site users;
- (d) use any means to scrape or crawl any Site pages or Content contained in the Sites (although we may allow operators of public search engines to use spiders to index materials from the Sites for the sole purpose of creating publicly available searchable indices of the materials, and we reserve the right to revoke these exceptions either generally or in specific cases);
- (e) attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Sites;
- (f) attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Websites;
- (g) for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services or in connection with us; or
- (h) advocate, encourage, or assist any third party in doing any of the foregoing.

7.5 **Public Forums.** "Public Forum" means an area of the Sites that permits users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, or blog. You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. You are and shall remain solely responsible for the Submissions you distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum. You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. We are not responsible for, and do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum, and we specifically disclaim any and all liability in connection therewith.

7.6 **Removal of Submissions.** We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post, or remove, any Submission from the Sites that violates these Terms of Use; and (b) identify any user to third parties; and/or (c) disclose to third parties any Submission or related personally identifiable information when we believe in good faith that such identification or disclosure will either: (i) facilitate compliance with laws, including but not limited to, compliance with a court order or subpoena, or (ii) help to enforce the Agreement and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

## 8. **Third Party Links**

8.1 **Links to third party sites.** The Sites may contain links to third party websites. If so, they are provided solely

as a convenience to you. If you use such links, you will leave the Sites. We have not reviewed all such third party sites (if any) and we do not control, and are not responsible for, any of these websites and their content. We do not endorse or make any representations about such websites or any information or materials found there, or any results that may be obtained from using them. If you access any third party websites linked from the Sites, you do so at your own risk.

- 8.2 **Links from third party sites.** If you link to the Sites from another website (which includes, but is not limited to, social media sites), the following restrictions apply to the site to which you link and the link itself:
- (a) The site/link shall not imply, either directly or indirectly, that Yes You Can! is endorsing its products, services, mission, beliefs, or any other aspect of the site or those sponsoring the site;
  - (b) The site/link must comply with the provisions of Section 7 above;
  - (c) The site/link shall not use any of our Trademarks or the Trademarks of our licensors;
  - (d) The site/link shall not disparage Yes You Can!, our officers, agents, employees, products, or services in any way or otherwise negatively affect or harm our/their reputation and goodwill;
  - (e) The site/link shall not present false or misleading information about us or the Yes You Can! opportunity;
  - (f) The site/link shall not misrepresent any relationship with Yes You Can!;
  - (g) The site/link shall not replicate in any manner any content in the Site; and
  - (h) The site/link shall not create a browser or border environment around Site material.

## 9. **Yes You Can! Ambassador Program**

- 9.1 **Coach and Customer Leads through the Site.** If you are a Coach, you may qualify to participate in receiving Leads through Yes You Can!'s Ambassador Program if you meet the Qualification Criteria set forth below. A lead ("Lead") is a potential sales contact from someone who has expressed an interest in Yes You Can! by contacting the Company through the Site or other means, including an Ambassador's Personal Website. By accepting a Lead, you agree to all of the terms and conditions set forth in this Section 9. We may modify the criteria of the program at any time in our sole discretion and we do not promise or agree that we will assign you a minimum, or any, number of Leads. In addition, we do not guarantee the quality of assigned Leads.

- 9.2 **Criteria for Qualification for receiving Leads.** As a Coach, you acknowledge that you must, at all times, meet the following qualification criteria ("**Qualification Criteria**") to receive Leads:
- (a) Your annual renewal fee status is current;
  - (b) You have no outstanding compliance violations (your record must be in good standing with Yes You Can!'s compliance requirements);
  - (c) You have a valid email address registered on file with Yes You Can!;
  - (d) You are Active with 250 PV in the prior three (3) commission periods;
  - (e) Must have achieved title of Supervisor and above; and
  - (f) Beginning June 1, 2017, you have completed Yes You Can!'s 30 Day New Coach Training and have provided your Certificate of Completion to [Compliance@yesyoucan.com](mailto:Compliance@yesyoucan.com).

- 9.3 **Lead Assignment.** You acknowledge that Lead Assignment activity may occur and be monitored by Yes You Can! and will follow the following protocol:
- (a) Once a Lead is assigned to you, you will receive notification with their information via email;
  - (b) The Lead will be placed in your Organization as a Customer and available for management under the Organization section in your Yes You Can! Office;
  - (c) Any future purchases which are made on your Yes You Can! Personal Website by this Lead (Customer) will be commissionable to you. If this Lead (Customer) places an order on another Coach's Yes You Can! Personal Website, the commission will go to that Coach. A Customer with an active Auto Ship will be locked in with you as their Coach and cannot shop with other Coaches; and
  - (d) If a Lead is reassigned or chooses to purchase with another Coach, you agree to make no further attempt to contact the Lead.

## 10. **Confidential Information**

"**Confidential Information**" includes, but is not limited to, the identities, contact information, and/or sales information relating to Yes You Can! Coaches and/or customers: (a) that is contained in or derived from any Coaches' Yes You Can! personal website; (b) that is derived from any reports issued to Coaches by Yes You Can! to assist them in operating and managing their Yes You Can! business; and/or (c) to which a Coach would not have

access or would not have acquired but for his/her affiliation with Yes You Can!. Confidential Information also includes but is not limited to, source code, scripts, plug-ins or similar features and information regarding Yes You Can! or our service providers, policies, strategies, operations, finances, plans, suppliers, software and services.

Confidential Information constitutes proprietary business trade secrets belonging exclusively to Yes You Can! and is provided to Coaches in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Coach's use in building and managing her Yes You Can! business. Upon termination of a Coach's Yes You Can! business, all Confidential Information must be destroyed.

Any violation of this policy shall cause Yes You Can! irreparable harm for which there is no adequate remedy at law. Yes You Can! shall therefore be entitled to immediate and permanent equitable relief to prevent further violations of this Section 10.

## 11. **Personal Information**

Our use of any Personal Information you provide via the Sites will be governed by our [Privacy Notice](#). "Personal Information" is information that identifies, or permits you to contact, an individual and it includes your name, address, email address, phone number, and payment card information. Coaches who receive access to Personal Information through the Sites must do so in accordance with the law and the guidelines for handling Personal Information set forth in Section 4.15 of Yes You Can!'s Coach Policies and Procedures.

In addition, it is a Coach's sole responsibility to maintain your own books and records of all transactions and communications with your downline organization and customers, and to maintain protection against destruction of or tampering with Personal Information within your possession or control. Yes You Can! cannot guarantee to maintain, or provide back-up and recovery of, any data. You understand that you have independent responsibilities for complying with national, federal, state and local laws and regulations relating to the protection, use and disclosure of Personal Information provided to you, whether through the Sites or otherwise.

You will cooperate with Yes You Can! and act in a proactive manner whenever this is required to allow the Company to comply with its obligations under data protection law, including to respond within a reasonable time to data protection related enquiries from your downline organization and/or the competent regulator.

## 12. **Disclaimers, Limitation of Liability and Damages**

12.1 **Applicability.** Some jurisdictions do not allow this limitation or exclusion of liability, so some of the below limitations may not apply to you. In addition, this Section 12 pertains to the Services, the Sites and the Content, but not to Yes You Can! nutrition and wellness products offered for sale through the Sites.

12.2 **General Disclaimer.** ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THE SITES IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND.

YOU ACKNOWLEDGE THAT THE SITES HAVE NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS, AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE SITE MEET YOUR REQUIREMENTS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE AND OUR SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY, AND NONINFRINGEMENT.

WE DO NOT WARRANT THAT THE CONTENT IS ACCURATE, ERROR-FREE, RELIABLE OR CORRECT, THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR



MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION).

WE MAY IMPROVE OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME WITHOUT NOTICE.

WE ASSUME NO RESPONSIBILITY, AND DISCLAIM ALL LIABILITY, FOR ANY ERRORS OR OMISSIONS IN THIS SITE OR IN OTHER DOCUMENTS WHICH ARE REFERRED TO WITHIN OR LINKED TO THIS SITE.

- 12.3 **No legal, professional, medical or healthcare advice.** The Content of the Sites is not intended to, and does not, constitute legal, professional, medical or healthcare advice or diagnosis, is not intended to be a substitute for such advice, and may not be used for such purposes. Always seek the advice of your physician with any questions you may have regarding a medical condition. You should not act or refrain from acting on the basis of any of the Content included in, or accessible through, the Sites without seeking the appropriate legal, medical, or other professional advice. Reliance on any information appearing on the Sites is strictly at your own risk.

The Site may contain the opinions and views of other users. Given the interactive nature of the Site, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by other users.

- 12.4 **Limitation of Liability and Damages.** UNDER NO CIRCUMSTANCES, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, CONSULTANTS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS SITES OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, CONSULTANTS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF LIABILITIES CONTAINED IN THIS AGREEMENT ARE REASONABLE AND A FUNDAMENTAL PART OF THIS AGREEMENT, AND THAT YES YOU CAN! WOULD NOT AGREE TO ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### 13. **Indemnification**

You agree to defend, indemnify and hold us, our affiliates and any of their respective directors, officers, employees, agents or content or service providers harmless from any and all third party claims, liabilities,

damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your use of the Sites, your violation of this Agreement or the posting or transmission of any materials on or through the Sites by you, including, but not limited to, any third-party claim that any information or materials you provide infringes any third-party proprietary right.

#### **14. Dispute Resolution**

- 14.1 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to any conflict of law provisions.
- 14.2 **Coaches.** If you are a Coach, to the extent permitted by applicable law, all claims and disputes in connection with your use of the Sites will be resolved by confidential arbitration as set forth in Section 6.4 of Yes You Can!'s Coach Policies and Procedures.
- 14.2 **Customers and Site visitors.** If you not a Coach, any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the State of Florida, Broward County and/or the Southern District of Florida.

#### **15. Additional Legal Terms**

- 15.1 **Severability.** Each of the Sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Sections will remain in full force and effect.
- 15.2 **No Third-Party Beneficiaries.** These Terms are between you and us. No other person shall have any rights to enforce any of its terms.
- 15.3 **No Waiver by Delay.** You are still obliged to comply with these Terms even if we do not immediately insist that you do anything you are required to do herein. Similarly, if we delay in taking steps against you for a violation of these Terms, it does not prevent us from taking steps against you at a later date.
- 15.4 **Rights and Remedies.** Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.
- 15.5 **Transfer by Company.** We may transfer our rights and obligations under these Terms to another organization – for example, someone who buys our business. We will notify you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

**Yes You Can!**

657 South Drive, #403  
Miami Springs, FL 33166

**Yes You Can! Coach Services**

(888) 381-0092  
[www.YesYouCan.com](http://www.YesYouCan.com)