

STUDENT AGREEMENT

Date of Last Revision: August 29th, 2018

1. LYFE Academy Student Overview

The LYFE Academy service, and any content viewed through our service, is solely for your personal, non-commercial use, and does not replace or serve as a medical, therapeutic, or professional health service. LYFE Academy and its teacher's are not liable for any positive or negative student results, emotional, mental, physical, financial, and health related issues or responses that arise from our courses, teacher related content, text, and all other media associated with LYFE Academy. Please consult a doctor, therapist, or medical professional for serious help if needed. All content on LYFE Academy is strictly informational and not an official training to certify you for any medical, therapeutic, professional practices, or aid in business related endeavors.

2. LYFE Academy Disclaimer

With your LYFE Academy purchase we grant you a limited, non-exclusive, non-transferable, license to access the LYFE Academy content and view your course(s) through the service on a streaming-only basis. To the fullest extent permitted by law, you agree to release, indemnify and hold LYFE Academy and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Except as otherwise provided herein, LYFE Academy expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability,

fitness for a particular purpose, title and non-infringement. LYFE Academy makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.

3. Limitation of Liability

You expressly understand and agree that LYFE Academy will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if LYFE Academy has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. In no event will LYFE Academy total liability to you for any damages, losses or causes of action. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you. If you are dissatisfied with any portion of the service or with these terms of service, your sole and exclusive remedy is to discontinue use of the service.

Questions? Concerns? Suggestions?

Please contact us at Connect@lyfe.academy