

## TERMS AND CONDITIONS

Welcome to Mindy Ling Coaching's website. This site is maintained as a service to our clients and customers. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

**1. Agreement.** This Term of Use Agreement ("the "Agreement") specifies the Terms and Conditions for access to and use of <https://mindyling.com> (the "Site") and describes the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by Mindy Ling Coaching, the website's owner and operator, upon posting of the modified Agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time on this page (<https://mindyling.com/termsandconditions>). Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

**2. Privacy.** Our Privacy Policy also governs your visit to our site. Please review our Privacy Policy at <https://mindyling.com/privacypolicy>.

**3. Ownership.** All content included on this site is and shall continue to be the property of Mindy Ling Coaching or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

**4. Intended Audience.** This website is intended for adults only. This website is not intended for any children under the age of 13.

**5. Personal and Non-Commercial Use of Website.** The Site is for your personal and non-commercial use, unless otherwise specified. You may not use any services or information provided by the Site for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of Mindy Ling Coaching. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to the Site.

**6. Compliance with Laws.** If you are outside Europe you must comply with all local laws with respect to your online conduct, as well as the export of data to the Europe or to your country or residence.

**7. Indemnification.** You agree to indemnify and hold the Site, Mindy Ling Coaching, and its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents,

officers, directors, independent contractors and consultants (the “Indemnified Parties”) harmless from any breach of this Agreement by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys’ fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of any content or information or service accessed from this Site.

**8. Disclaimer.** The use of this Site is at your sole risk. The Website and any information or service provided through the Site is provided on an “as is” and “as available” basis. The Mindy Ling Coaching expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Mindy Ling Coaching makes no warranty that (1) the Website will meet your requirements, (2) the Website, and any information or service provided by the Site, will be uninterrupted, timely, secure, or error-free, (3) the results of using the Website, and any information or service provided by the Site, will be accurate or reliable, (4) the quality of any products, services, information, or other material purchased or obtained through your use of the Website will meet your expectations, or (5) that any errors in any software utilized by the Website will be corrected.

No advice or information, whether oral or written, obtained by you from or through the Site shall create a warranty not expressly stated in these terms of use. Additionally, nothing on the Site shall be construed as a promise or guarantee of results, the outcome or results arising from the services being offered by Mindy Ling Coaching. Mindy Ling Coaching makes no such promises or guarantees and we do not offer any legal, medical, tax or other professional advice. Mindy Ling Coaching comments, statements and testimonials on the Site describing the outcome or results of the services, such as potential increased wealth, happiness, success, are illustrative of concepts and expressions of opinion only and are not typical or guaranteed and should not be considered average earnings, exact earnings, or promises for actual or future performance.

**9. Limitation on Guidance Given to Client:** Client understands and agrees that Coach is not licensed or trained as a doctor, therapist, psychologist or any other similar professional. Client acknowledges that Coach has not offered, attempted, or promised to provide Client with any services that require a professional license, and that Coach is not permitted, authorized, or expected to do so.

Coaching is never intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health providers with any questions you may have regarding a medical or psychological condition. Never disregard professional medical advice or delay in seeking it because of something you have read, heard or experienced during a coaching program.

The information and processes taught by Mindy Ling Coaching and shared on our Website are real and work. However, Mindy Ling Coaching cannot, in any good conscience guarantee any

outcome of financial gain from any programs, events, services, or information provided on our websites. We can teach you everything we know, but we can't implement it for you. As it is in life, how far you go is up to you and your ability to implement what we teach you. It's stipulated by law and our good intentions for you that we let you know this. Mindy Ling Coaching provides the most cutting-edge training on the market and it's up to you to make it happen.

**10. Limitation of Liability.** Mindy Ling Coaching will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, loss of data, pain and suffering, emotional distress, or similar damages, even if Mindy Ling Coaching has been advised of the possibility of such damages, such damages were reasonably foreseeable or Mindy Ling Coaching was grossly negligent. In no event will the collective liability of Mindy Ling Coaching, regardless of the form of action (whether in contract, or otherwise), exceed the greater of €1,- or the amount you have paid to Mindy Ling Coaching for the use of the Website or any service it provides.

Making decisions based on any information presented in our products, events, services, or Website, should be done only with the knowledge that you could experience risk or losses just like any entrepreneurial endeavour. Use caution and always consult your accountant, lawyer or professional adviser before acting on this or any information related to a lifestyle change or your business or finances. You alone are responsible and accountable for your decisions, actions and results in life, and by your registration here you agree not to attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.

**11. Use of Information.** Mindy Ling Coaching reserves the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

**12. Copyrights and Copyright Agent.** If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

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

(c) A description of where the material that you claim is infringing is located on the Site;

(d) Your address, telephone number, and e-mail address;

(e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) 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.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Mindy Ling Coaching, who can be reached as follows:

By Mail: <https://mindyling.com/contact>

By E-mail: [info@mindyling.com](mailto:info@mindyling.com)

**13. Governing Law; Venue; Actions.** If there is any dispute about or involving the Website or the Terms of Use, you agree that any dispute shall be governed by the laws of the State of Schleswig Holstein without regard to its conflict of law provisions. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts of Schleswig Holstein, Germany. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Site, any service provided by the Site, or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**14. Severability.** If any provision of this Agreement, Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement, Agreement will otherwise remain in full force and effect.

**15. Waiver.** The failure of Mindy Ling Coaching to exercise or enforce any right or provision of this Agreement, Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Mindy Ling Coaching must be in writing and signed by an authorized representative of Mindy Ling Coaching.

**16. Termination.** Mindy Ling Coaching may terminate this Agreement, at any time, with or without notice, for any reason.

**17. Entire Agreement.** This Terms of Use constitutes the entire Agreement, Agreement between you and Mindy Ling Coaching and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Mindy Ling Coaching with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Site. The Mindy Ling Coaching may revise this Terms of Use at any time by updating this Agreement, Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of the Site after any changes have been made to the Terms of Use

signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

**18. Contact Information.**

Mindy Ling Coaching

By Mail: <https://mindyling.com/contact>

By E-mail: [info@mindyling.com](mailto:info@mindyling.com)