

These Terms and Conditions of the Money Tree Method course, which incorporate by reference the Terms and Conditions of ECLIPSE the Fear with Lynita and which are subject to any Additional Online Terms and Conditions of the Leading Through Living Community website (if any) (together, the "Online Terms"), apply to the sale of any Money Tree Method online course. Please read the Online Terms carefully before purchasing the Money Tree Method and print off a copy for your records. By ordering the Money Tree Method course, you are confirming your agreement to be bound by the Money Tree Method course terms and conditions.

1. Money Tree Method Course Provider

1.1 The Money Tree Method Courses are provided by Leading Through Living Community LLC (hereinafter referred to as "Leading Through Living Community", "we" or "us"), a company incorporated in the United States of America (USA) with its registered office at 777 South Gordon Road Austell, GA 30168. www.eclipsethefearwithlynita.com is operated by Leading Through Living Community.

1.2 We will use our reasonable endeavors to provide the Money Tree Method Courses advertised by Leading Through Living Community.

1.3 We will provide the Money Tree Method Courses using reasonable care and skill.

1.4 We may appoint independent subcontractors to assist in providing Money Tree Method Courses or use third parties to arrange or supply certain aspects of, or services in connection with, our Money Tree Method Courses. You agree that our obligation to you is to use reasonable care in selecting competent, independent subcontractors and third party suppliers to provide reasonable services related to the Money Tree Method Courses. You agree that Leading Through Living Community is not responsible for the actions or omissions of such subcontractors or third party suppliers.

2. Definitions

2.1 Capitalized terms used herein (and not otherwise defined) have the following meanings:

"Additional Study Materials" means any Online Study Materials or Physical Study Materials not included in the Course Fee.

"Additional Online Terms and Conditions" means any additional terms and conditions relating to a Money Tree Method Course agreed in writing by Leading Through Living Community with a particular student;

"Brochure" means any online or hard copy material produced by Leading Through Living Community that provides detailed information with respect to the Money Tree Method Courses;

“Course Fee” means the fee payable for a Money Tree Method Course, but excludes any delivery charges payable in relation to the delivery of Course Materials, if applicable, and any import duties, taxes and customs clearances which may be payable;

“Course Materials” means the materials provided by Leading Through Living Community in the course of the delivery of any Money Tree Method Course, which may be (i) Online Study Materials and/or (ii) Physical Study Materials;

“On Demand Money Tree Method Course” means an online course which does not have a predetermined start date and is available for study by you immediately following delivery by Leading Through Living Community;

“Money Tree Method Course” means either an On Demand Money Tree Method Course or a Scheduled Money Tree Method Course provided by Leading Through Living Community;

“Online Study Materials” means any material in an electronic format which may be (i) downloaded from the Website or (ii) accessed and viewed on the Website, including, but not limited to, PDFs, MP3s, JPEGs, MPEG4s and MOVs;

“Physical Study Materials” means any material in a physical format, including, but not limited to, DVDs, CD Rom, Blu-ray, and Audio CDs;

“Scheduled Money Tree Method Course” means an online course which is only available for access by you on a predetermined start date;

“Terms and Conditions of Website Use” means the terms and conditions pursuant to which you may access the Website and which can be found here.

“Website” means www.eclipsethefearwithlynita.com or any other domain operated by Leading Through Living Community; and

“you” means the individual purchasing the Money Tree Method Course.

2.2 The use of singular words herein also include the plural.

3. Purchasing and Confirmation

3.1 In order to purchase a Money Tree Method Course you must provide the required information and pay the amount specified. You must ensure that all information provided is complete and accurate.

3.2 When you place an order for a Money Tree Method Course, you are offering to purchase that Money Tree Method Course on the Online Terms.

3.3 A legally binding agreement shall only come into existence once:

(a) Leading Through Living Community has accepted your offer to purchase a Money Tree Method Course by sending you an order confirmation email which will provide you with a link to access the Money Tree Method Course, along with log on details (if applicable); and

(b) Leading Through Living Community has received from you (or on your behalf) either (i) the entire Course Fee in cleared funds, if you choose to pay for the Money Tree Method Course with a one-off lump-sum payment in accordance with Clause 4.3(a); or (ii) the first instalment of the Course Fee in cleared funds, if you choose to pay for the Money Tree Method Course in instalments in accordance with Clause 4.3(b).

3.4 The Online Terms, together with your purchase offer and the order confirmation email, constitute the entire agreement between us (the “Contract”) and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement, promise or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of the Online Terms. You acknowledge that you have not relied on any understanding, undertaking, representation, warranty, arrangement, promise or statement made or given by us or on our behalf, which is not set out in the Contract.

3.5 You must check the details on the order confirmation email when you receive it. If there are any errors please contact us immediately at info@lynitamitchellblackwell.com.

3.6 Where your order consists of multiple Money Tree Method Courses, each individual Money Tree Method Course will be treated by Leading Through Living Community as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Money Tree Method Courses will not be an acceptance by Leading Through Living Community of your offer to purchase any other Money Tree Method Courses which make up your order.

3.7 We reserve the right, in our sole and absolute discretion and without the need to give a reason, to refuse to accept an offer to purchase one or more Money Tree Method Courses. In such circumstances, no contract will arise and we will return any payment accompanying your purchase offer.

3.8 Before a Contract comes into existence between you and us, we reserve the right to increase or decrease the advertised Course Fee for a Money Tree Method Course and/or to amend any of the information contained in the Money Tree Method Course description. We also reserve the right to withdraw at any time Money Tree Method Courses advertised for sale on the Website and/or in any Brochure.

4. Payment

4.1 The Course Fee for any Money Tree Method Course at any given time and any additional delivery charges payable in relation to the delivery of Course Materials, if applicable, will be displayed on the Website and/or in a Brochure and/or will be notified to you by a Leading Through Living Community customer services representative.

4.2 All amounts are payable in US Dollars. The prices quoted are inclusive of tax. Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to Leading Through Living Community.

4.3 Unless otherwise specified in respect of a particular Money Tree Method Course, the Course Fee is payable either:

- (a) with a one-off lump-sum payment, payable with your purchase offer; or
- (b) in instalments, with payments being due at certain times over a set period of time, as specified on the Website and/or in a Brochure and/or as notified to you by a Leading Through Living Community customer services representative, with the first instalment being payable with your purchase offer. Subsequent instalments will be automatically deducted from the debit/credit card you used to pay for the first instalment.

4.4 By choosing to pay the Course Fee in instalments in accordance with Clause 4.3(b), you agree that:

- (a) it is your responsibility to ensure that the instalment payments are made on the due dates;
- (b) Leading Through Living Community and/or its service providers are authorized to collect the instalment payments from the debit/credit card you used to pay for the first instalment when such instalments become due and payable;
- (c) you will inform us by email at info@lynitamitchellblackwell.com if you change your debit/credit card or if your debit/credit card expires or is no longer valid prior to your next instalment becoming due and payable;
- (d) any failure to make payment of an instalment when due and payable constitutes a breach of the Contract and:
 - (i) unless otherwise agreed in writing by Leading Through Living Community, will result in you losing the right to pay by instalments and all outstanding instalment amounts will become immediately due and payable; and
 - (ii) without prejudice to any other rights it may have, Leading Through Living Community may suspend or cancel your access to the Money Tree Method Course until the remaining instalment amounts are paid in full;

(e) subject to Clause 5.2, where Leading Through Living Community takes action under Clause 4.4(d)(ii), you will not be entitled to a refund of any amount already paid; and

(f) if you cancel your order in accordance with Clause 5.1 or Clause 5.2, you shall only be entitled to a refund of any amount paid prior to such cancellation.

4.5 The option of paying the Course Fee in instalments is offered subject to availability. Acceptance of your offer to purchase the Money Tree Method Course and pay the Course Fee by instalments is at the sole discretion of Leading Through Living Community. Leading Through Living Community may withdraw the option of paying the Course Fee in instalments at any time in its sole discretion. Any such withdrawal shall not affect customers who have already purchased a Money Tree Method Course and are paying the Course Fee in instalments at the date of such withdrawal.

4.6 The total amount paid for any Money Tree Method Course may differ depending on whether the Course Fee is paid for with a one-off lump sum payment or in instalments.

4.7 Where the Course Fee is paid for with a one-off lump sum payment or installments, payments will be accepted by:

(i) Stripe;

(ii) credit card (including Visa, MasterCard and American Express) or debit card (including Visa Electron, Delta and Maestro).

4.8 In the unlikely event that your purchase offer was accepted at a time when the amount of the Course Fee displayed on the Website and/or in any Brochure is incorrect, Leading Through Living Community will notify you as soon as it reasonably can. If the correct amount of the Course Fee is higher than the amount displayed on the Website and/or in any Brochure, then Leading Through Living Community will contact you to notify you of the correct Course Fee, so you can decide whether or not you wish to continue with your order of the Money Tree Method Course at the increased Course Fee. If you decide that you would like to cancel your order, Leading Through Living Community will give you a full refund in respect of any amount you have already paid. If the correct Course Fee is lower, Leading Through Living Community will refund you the difference between the amount which you have paid and the correct Course Fee payable.

5 Cancellations and Refunds

5.2 Your purchase of a Money Tree Method Course cannot be cancelled and is non-refundable.

5.3 Leading Through Living Community may cancel any Money Tree Method Course at any time prior to its scheduled termination date. If Leading Through Living Community cancels a Money Tree Method Course prior to its scheduled termination date, you will be entitled to a pro rata refund of the Course Fee.

5.4 If Leading Through Living Community cancels a Money Tree Method Course in accordance with Clauses 5.1, 5.2 or 5.3 (as relevant), Leading Through Living Community will refund the relevant portion of the Course Fee to you via your original method of payment (less the relevant delivery charges as set out Clause 5.5 below) within 7 days of cancellation/giving notice to you of such cancellation.

6. Physical Study Materials (if applicable)

6.1 Where Physical Study Materials accompany the Money Tree Method Course and they are supplied by Leading Through Living Community, a delivery charge may be payable by you to Leading Through Living Community. The details of any delivery charges will be set out on the Website and/or in any relevant Brochure and/or will be notified to you by a Leading Through Living Community customer services representative. Leading Through Living Community will post the Physical Study Materials to the person and address you give Leading Through Living Community at the time you make your order.

6.2 When Physical Study Materials are sent to you outside of the USA, you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you. Leading Through Living Community has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order goods (including Physical Study Materials) from Leading Through Living Community, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

6.3 Risk of damage to, or loss of, any Physical Study Materials shall pass from Leading Through Living Community to you on delivery. Ownership of the Physical Study Materials will pass to you upon receipt of payment by Leading Through Living Community in full of all sums due to Leading Through Living Community in respect of the Physical Study Materials, and, delivery of the Physical Study Materials to you.

6.4 Leading Through Living Community must be notified of any queries, complaints or incomplete or incorrect deliveries within 10 days of you receiving the Physical Study Materials. If you do not notify Leading Through Living Community within this time period, Leading Through Living Community will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result.

7. Additional Study Materials (if applicable)

7.1 Additional Study Materials may be available as an add-on to a Money Tree Method Course. A charge may be payable for such Additional Study Materials (as set out in the information relating to the Additional Study Materials) and the delivery of such Additional Study Materials to you.

7.2 Any payment for Additional Study Materials (if applicable) and any delivery charges payable in relation to the delivery of Additional Study Materials, if applicable, will be accepted by the same methods as set out in Clause 4.7 above.

8. Money Tree Method Course content and Access terms

8.1 The description of the Money Tree Method Course on the Website and/or in any relevant Brochure will set out details of the contents of the available Money Tree Method Courses.

8.2 Except as set out in the description of the Money Tree Method Course on the Website and/or in any relevant Brochure, no additional Course Materials and/or tuition (either online, face to face or classroom) will be provided by Leading Through Living Community.

8.3 Upon receipt of an order confirmation email from Leading Through Living Community you will be notified of when you will have access to the Money Tree Method Course purchased and for the length of time such access will be made available to you, unless any such Money Tree Method Course is removed.

8.4 The receipt of a Money Tree Method Course is personal to you and may not be shared or transferred to any other person.

8.5 You may incur charges to your internet service provider while you are accessing and/or downloading the Course Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Course Materials. You are responsible for paying any such charges.

8.6 You acknowledge that Leading Through Living Community operates a zero tolerance policy in relation to inappropriate behaviour of students. In particular, abusive or

violent behaviour directed at Leading Through Living Community's staff or other students and unfair or dishonest practices will not be tolerated under any circumstances. Leading Through Living Community may, in its reasonable discretion and without liability or an obligation to refund any Course Fee, refuse to supply any Money Tree Method Course to any student who engages in inappropriate behaviour.

8.7 We reserve the right to monitor IP addresses that are used to access the Course Materials and, if a student is found to be in contravention of the access rules (set out in Clauses 8.4, 14.3 and 18.3), we may terminate a student's access to the Money Tree Method Course and the Course Material. In such circumstances, no refund will be given.

9. Modifications to Money Tree Method Courses or technology enhancements

9.1 From time to time, Leading Through Living Community may make modifications or enhancements to the Money Tree Method Courses. You will have access to such changes free of charge only to the extent that such changes relate to the Money Tree Method Course purchased by you.

9.2 Purchase of a current Money Tree Method Course does not entitle you to have access to future revised Money Tree Method Courses as part of the original purchase.

10. Technical Support and Access

10.1 If you are unable to access a Money Tree Method Course, Leading Through Living Community will use reasonable endeavours to provide a solution where Leading Through Living Community has direct control over the system, software or settings involved. If the issue lies with your hardware, systems, software or settings thereof, Leading Through Living Community may, in its discretion, provide assistance to you to help you resolve the issue but we cannot guarantee that any assistance provided will resolve your issue.

10.2 You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website and that technical assistance may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

10.3 Leading Through Living Community will use reasonable endeavors to make the Money Tree Method Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. Leading Through Living Community reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.

10.4 You also accept and acknowledge that Leading Through Living Community cannot be held responsible for any delay or disruptions to your access to the Money Tree Method Course as a result of such suspension or any of the following:

- (a) the operation of the internet and the world wide web, including but not limited to viruses;
- (b) any firewall restrictions that have been placed on your network or the computer you are using to access the Money Tree Method Course;
- (c) failures of telecommunications links and equipment; or
- (d) updated browser issues.

11. Warranties

11.1 Leading Through Living Community will provide the Course Materials in accordance with the Money Tree Method Course description, which is set out on the Website and/or in any relevant Brochure.

11.2 Leading Through Living Community expects you to take reasonable care to verify that the Money Tree Method Course and Course Materials in question will meet your needs. Leading Through Living Community does not make any commitment to you that you will obtain any particular result from your use of the Money Tree Method Course or Course Materials or that you will obtain any particular qualification on completion of the Money Tree Method Course (unless otherwise stated on the Website and/or in any relevant Brochure).

11.3 Leading Through Living Community does not make any representation, guarantee or commitment to you that the Money Tree Method Course or Course Materials will be error free.

11.4 Leading Through Living Community does not make any commitment that the Money Tree Method Course or Course Materials will be compatible with or operate with your software or hardware.

11.5 All representations, warranties and/or terms and/or commitments not expressly set out in the Online Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

12. Limitation of liability

12.1 The exclusions and limitations of liability contained in the Online Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

12.2 Except as set out in the Online Terms, Leading Through Living Community shall not be responsible for losses that result from its failure to comply with the Online Terms including, but not limited to, losses that fall into the following categories:

- (a) indirect or consequential losses;
- (b) loss of income or revenue;
- (c) loss of business;
- (d) loss of anticipated savings; or
- (e) loss or corruption of data.

12.3 Leading Through Living Community is not responsible to you for any data that you lose either (a) as a result of accessing the Money Tree Method Course or the Online Study Materials; or (b) during completion of any Money Tree Method Course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Money Tree Method Course and the Online Study Materials; and (ii) all data that you are inputting when completing the Money Tree Method Course.

12.4 Save as otherwise set out in this section "Limitation of liability", Leading Through Living Community's maximum aggregate liability to you for any claims that you may have against Leading Through Living Community for direct loss in contract, tort or otherwise arising out of or in connection with the Online Terms, the Money Tree Method Course, your use of the Course Materials and any technical support shall be limited to the amount of the Course Fee which has been paid, or is payable, by you.

12.5 Leading Through Living Community will not be held responsible for any delay or failure to comply with its obligations under the Online Terms if the delay or failure arises from any cause which is beyond Leading Through Living Community's reasonable control. This condition does not affect your statutory rights.

12.6 Each provision in this Clause 12 shall be construed separately as between you and Leading Through Living Community. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

13. Disclaimer

The Money Tree Method Courses are for training purposes only. Leading Through Living Community will not accept any responsibility to any party for the use of the Money Tree Method Course or Course Materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by you to any third party.

14. Intellectual Property

14.1 At all times, Leading Through Living Community and/or its licensors, remain the owner of the intellectual property in the Money Tree Method Courses and the Course Materials. Other than as specified below, no Money Tree Method Course and/or Course Materials, nor any part of it may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of Leading Through Living Community.

14.2 In consideration of receipt by Leading Through Living Community of the entire Course Fee (if you have chosen to pay for the Money Tree Method Course with a one-off lump sum payment) or the first instalment of the Course Fee (if you have chosen to pay for the Money Tree Method Course in instalments), Leading Through Living Community grants to you a non-exclusive, non-transferable licence to access the Money Tree Method Course and use the Course Materials content for the sole purpose of studying for the Money Tree Method Course. For Online Study Materials, the licence granted is to use the Online Study Materials by an individual student only.

14.3 Save as expressly set out in the Online Terms or as otherwise agreed by Leading Through Living Community pursuant to Additional Online Terms and Conditions, you may not modify, copy, reproduce, republish, sublicense, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the Money Tree Method Course or any of the Course Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or create derivative works based on the whole of or any part, or which incorporate, the Online Study Materials into any software program. Access to the Money Tree Method Course and use of the Course Materials not expressly permitted in the Online Terms is strictly prohibited and will constitute an infringement of either Leading Through Living Community's copyright or Leading Through Living Community's other intellectual property rights, and/or the copyright or other intellectual property rights of Leading Through Living Community's licensors.

15. Data Protection

15.1 Leading Through Living Community will process the information it receives from you or otherwise holds about you in accordance with the Online Terms and its privacy policy. You consent to the use by Leading Through Living Community of such information in accordance with Leading Through Living Community's privacy policy.

15.2 In the event that you do not wish to receive marketing correspondence from Leading Through Living Community, a written request or email should be sent to info@lynitamitchellblackwell.com.

16. Changes by Us

16.1 An Money Tree Method Course description constitutes only an indication of what the Money Tree Method Course is planned to accomplish. The Money Tree Method Course description does not form part of the Contract between you and us. We will use our reasonable endeavours to provide a Money Tree Method Course as described.

17. Inconsistency of Terms

17.1 If there is any conflict between these Terms and Conditions of Money Tree Method Courses, any applicable Additional Online Terms and Conditions and the Terms and Conditions of Website Use, the conflict shall be resolved according to the following order of priority;

1. the Additional Online Terms and Conditions;
2. the Terms and Conditions of Money Tree Method Courses; and
3. the Terms and Conditions of Website Use.

18. General

18.1 Leading Through Living Community reserves the right to recover any reasonable debt collection costs in connection with the Online Terms.

18.2 Leading Through Living Community may update or amend the Online Terms from time to time to comply with law or to meet its changing business requirements or to correct any errors without notice to you. Any updates or amendments will be posted on the Website.

18.3 You may not assign or subcontract any of your rights or obligations under the Online Terms to any third party.

18.4 Leading Through Living Community may assign, transfer or subcontract any of its rights or obligations under the Online Terms to any third party at its discretion.

18.5 No failure or delay by Leading Through Living Community in exercising any right or remedy under the Online Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by Leading Through Living Community in writing.

18.6 If any of the Online Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the Online Terms shall remain in full force and effect.

18.7 Any notices required to be served on you by Leading Through Living Community under the Online Terms will be deemed properly served if emailed or posted to the email address or address notified by you to Leading Through Living Community, respectively. Any notices required to be served on Leading Through Living Community by you will be deemed properly served if sent by email or post to the address set out in Clause 19.

18.8 A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by email is deemed to be given on the day it was sent.

18.9 The Contract between you and Leading Through Living Community will be concluded in English only.

18.10 The Contract between you and Leading Through Living Community is not intended to be for the benefit of any third party, and shall not be exercised by any other person.

18.11 The Online Terms, and any other matters arising out of or in relation to the Online Terms, are governed by and construed in accordance with the laws of the United States of America and state of Georgia. You agree to submit to the exclusive jurisdiction of the courts in the state of Georgia to settle any disputes which may arise out of or in connection with the Online Terms.

19. Contact us

We can be contacted by any of the means set out here: phone (770) 766-3152, email info@lynitamitchellblackwell.com.

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