

The Sleep Solution Guide

The following Terms and Conditions (the "**Agreement**") are entered into by and between You ("**Customer**" or "**You**") and EINAT SHINAR LLC ("**Company**", "**We**", or "**Us**").

The Product

The Company agrees to provide You with access to the Digital Product entitled, "The Sleep Solution Guide" ("**Product**"). As a condition of purchasing the Product, You agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

Effective Date

This Agreement shall commence and be enforceable with respect to each Customer upon the date that the Customer purchases the Product.

Terms of Use and Privacy Policy

The Company's Terms of Use and Privacy Policy are hereby incorporated by reference into this Agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to You. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

Fees

You are being provided access to the Product without charge. In consideration of Your access to the Product, You agree to provide the Company with email address.

Product Details

The Company shall provide You with A video training.

Bonuses – From time to time, the Company may offer bonuses to individuals who purchase the Product. You shall be entitled to any bonuses offered to You at the time of purchase.

Ownership Of All Intellectual Property

All content included as part of the Product, such as text, graphics, logos, images, as well as the

compilation thereof, and any software used in the Product, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Product are the trademarks of their respective owners.

Your purchase of the Product does not result in a transfer of any intellectual property to You, and, as a condition of purchase and use of the Product, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Product. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Product.

The Company content is not for resale. Your purchase of the Product does not entitle You to make any unauthorized use of any protected content, and in particular, You will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for Your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that You do not acquire any ownership rights in any protected content. We do not grant You any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if You violate the Company's intellectual property rights, Your access to the Product will be terminated immediately, and You shall not be entitled to a refund of any portion of the fees.

Personal Responsibility

You accept personal responsibility for the results of Your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Product or not. The Company provides educational and informational resources that are intended to help users of the Product succeed. You nevertheless recognize that Your ultimate success or failure will be the result of Your own efforts, Your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by

others - whether clients of the Company or otherwise - using the Product are no guarantee that You or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage You suffer as a result of the use, or non-use, of the information available in the Product. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Product.

No Warranties

The Company makes no warranties regarding the performance or operation of the Product. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the Product. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability

You agree to absolve and do hereby absolve the Company of any and all liability or loss that You or any person or entity associated with You may suffer or incur as a result of use of the Product and/or any information and resources contained in the Product. You agree that the Company shall not be liable to You for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Product.

The information, software, products, and service included or available through the Product may include inaccuracies or typographical errors. Changes are periodically added to the information in the Product. The Company and/or its suppliers may make improvements and/or changes in the Product at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Product for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out

of or in any way connected with the use or performance of the Product, with the delay or inability to use the Product or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Product, or otherwise arising out of the use of the Product, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If You are dissatisfied with the Product or any portion of it, Your sole and exclusive remedy is to discontinue using the Product.

Choice of Law & Choice of Forum

The Parties agree that this Agreement shall be construed under the laws of GA regardless of any choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in FORSYTH COUNTY GA under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Fee Shifting

The Parties agree that the prevailing Party in any action relating to or arising out of this Agreement will be awarded its reasonable attorneys' fees and costs incurred as a result of such a proceeding.

Miscellaneous Clauses

The Parties further agree:

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall

not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising from the Indemnifying Party's (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic and pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.