

FENG SHUI FOR US END-USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

This End-User License Agreement (“Agreement”) is entered into by and between Feng Shui for Us, LLC in the state of Tennessee (“We”, “Us”, the “Company”) and you (“you”, the “User”), and is effective as of the date of “Electronic Acceptance” by the User (as defined herein below).

Article I – User Acknowledgement

1.1 “Electronic Acceptance” is considered to be a binding affirmation by the User to be bound by the terms of this Agreement. The User agrees that Electronic Acceptance occurs by the User taking any of the following actions: selecting an activation button (“Okay”, “Agree”, “Start”, “Continue”, “Sign Up”, etc.), or by creating an account with the Company for taking online courses through the website, <http://www.fengshuiforus.com/>, or any mobile site, mobile application, or other related websites (“Website”).

1.2 Upon Electronic Acceptance by the User, the User agrees to abide by all terms and conditions of this agreement, and thereby agrees that the User has read, interpreted, understood, and accepted the terms and conditions of the Company in this Agreement, its updated version as included on the Website and other terms and conditions as otherwise may be posted on the Website, or sent to the User via electronic mail or other means from time-to-time; such terms and conditions are hereby incorporated by reference insofar as they do not conflict with the terms herein.

1.3 All provisions of the terms and conditions apply when using the Website through electronic means non-exclusive to computers and mobile devices.

1.4 The User agrees and acknowledges that the Company may, at any time and at its sole discretion, update, revise, alter, replace or otherwise change this Agreement (“Agreement Update”). The User agrees to be bound by such Agreement Update, and agrees that notice of such Agreement Update shall have been completed upon the Company either: posting the Agreement Update to the Website, or delivering the Agreement Update by other electronic means to the most recent contact information provided by the User to the Company. The User further agrees that the User’s continued use of the Website and any courses taken via the Website, and all sites affiliated with the Company, shall be considered acceptance of the terms of such Agreement Update upon Company’s provision of notice. The Company assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

1.5 Unless otherwise specifically provided in this Agreement, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Article II – Course Enrollment and Scope of Services

2.1 The “Services” (as defined in Article III below) are reserved exclusively for Users who have registered and enrolled in an online Feng Shui Course (“Course”) which requires submission of the following User information to create an account (“User Account”): legal name, birth date, zip code, accurate and complete responses to the Company’s user registration questions, creation of a password, submission of a third-party electronic mail address, and other submissions as may be revised from time-to-time for user registrations. The Company expressly disclaims, and the User expressly assumes, all liability relating to the use of the Services, including but not limited to the confidentiality of the passwords, and unauthorized uses of the User’s Account.

2.2 User Account Termination by Company. The Company reserves the right to immediately delete, suspend, or otherwise terminate the User's Account, at the Company's sole discretion, in the event the User violates any of the following, which the User expressly agrees to: (i) the User is not a competitor of the Company; (ii) the User's Account is registered under and uses the User's legal name; (iii) the User maintains only one (1) Account with the Company; (iv) the User is at least eighteen (18) years of age; (v) the User's submitted information entered for registering and maintaining a User Account is factual; (vi) the User is not using the Services to intentionally or recklessly mislead other users of the Services; (vii) the User will not upload or distribute content through the Website that it does not have the authority to use; and (viii) the User will not use the Website or Services in any way that violates the intellectual property rights of the Company, other users, or any third party.

Article III – Services & Compensation

3.1 It is the intent of the Company to provide services in the form of education opportunities via an online course teaching steps for the Chinese Art of item placement within space known as "Feng Shui".

The term "User Content" as used herein shall mean any materials submitted or shared by the User through its use of the "Services" Courses, the Website, or other websites used in furtherance of the Services; this includes but is not limited to: trademarks, copyrights, documents, images, video files, audio files, personal appearance, likeness, or other content, whether owned by the User or held by license from any third party. As stated in 2.2 above, the User agrees that such User Content is all owned or authorized for use by the User, and by uploading or otherwise distributing such User Content on the Website or through the Services, agrees further to all liability arising from such use.

3.2 The "Services" provided under this Agreement shall include the following:

3.2.1 "Online Education" services. The Company shall use commercially reasonable efforts to provide "Online Education" services. Online Education services shall include, but not be limited to: providing access to the materials on the Website and other platforms and websites for communication by and between the User and the Company; providing access to materials which teach the principles of Feng Shui in a digital classroom course structure; providing course feedback, progress reports, access to instructors for questions and discussion of materials. Online Education also includes certain print materials which will be shipped to the User at the address provided; these print materials are in support of the Online Education provided by the Company. To access certain services within the Online Education, the User may need to create accounts with certain third party websites, which the Company expressly disclaims any and all liability for, including all liabilities disclaimed for use of the Company's Website under this Agreement. The Online Education services are intended by the Company to be provided for the limited purpose of instructing the User on the art of Feng Shui for their personal use. The Company reserves the right to monitor the use of the Online Education services for abuse, misuse, and other noncompliance with the terms herein. The Company may, at its sole discretion, suspend, terminate, or cancel a User's Account, or otherwise take corrective action for the User's failure to comply with the terms herein, including but not limited to the terms listed above in 2.2. The Online Education services shall be accessible through the Website on a variety of device platforms. The terms and conditions of this Agreement and the use requirements of this Agreement shall apply in full force to any of these applications or other methods by which the Company provides its Services and Online Education services.

3.2.2 “Monitoring Services”. The Company shall use commercially reasonable efforts to provide “Monitoring Services” as defined herein below, on a twenty four (24) hours per day, seven (7) days per week basis, throughout the term of this Agreement. The term “Monitoring Services” as used herein means, surveillance of the server status, various connections therefrom and thereto, and the operational status of the Website and of the Courses. The Monitoring Services shall be provided to prevent as many of the possible occurrences listed in and related to those in subsection 3.2.3 below.

3.2.3 Website or Course Malfunction or Errors. The User acknowledges and agrees that from time-to-time the Services, Website, and Courses may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions, (ii) periodic maintenance procedures or repairs that the Company may undertake at its sole discretion, or (iii) causes beyond the reasonable control of the Company or that are not reasonably foreseeable by the Company, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. The User acknowledges and agrees the Company has no control over the availability of the Services, Website, or Courses on a continuous or uninterrupted basis and agrees to hold the Company harmless for such failures.

3.2.4 No Warranty. The Company tries to keep the Website and Courses operable, bug-free, and safe, but you use it at your own risk. The Company provides the Website and Course and any additional purchases to the User as-is without any express or implied warranties, including but not limited to: implied warranties of merchantability, fitness for a particular purpose, and noninfringement. The Company does not guarantee that the Courses, Website, or Services will always be safe, secure, or error-free, or that the Courses or Website will always function without disruptions, delays or imperfections. The Company is not responsible for the actions, content, information, or data of third parties, and you release the company, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Notice to California Residents: If you are a California Resident, you waive California Civil code §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.” The Company will not be liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with this statement or use of the Services, Website, or Courses and the Company’s liability will not exceed the greater of one hundred (100) dollars or the amount you have paid to the Company in the past twelve (12) months. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, the company’s liability will be limited to the fullest extent permitted by applicable law.

3.3 Personal Information and Privacy. In order for the User to utilize the Services, the User understands and acknowledges that all personal information submitted may be distributed among the Company’s network. The User understands and acknowledges further that such information will be available for viewing, copying, and use of the information by third parties.

3.4 No Additional Offer. The User agrees that by accepting the terms and using the Services under this Agreement, that the Company has made NO business offer, agreement to do business, agreement to purchase stock, an agreement to sell stock, transfer of

ownership to or from the Company. Additionally, purchasing any services in any way is not a purchase or transfer of ownership of the Company. The User agrees that any suggestion the User might make and that might be implemented by the Company is NOT a transfer of ownership nor shall any such suggestions be compensated. The Company is regularly developing applications that will benefit our customers. Any such suggestions, including but not limited to, proposals and feedback will NOT be considered confidential.

Article IV – Intellectual Property

4.1 “Intellectual Property” as used herein refers to any and all of the following: patents, trademarks, copyrights, trade secrets, or any other proprietary information, lesson texts, designs, and layouts, and teaching methods, whether known or developed prior to, or subsequent the Effective Date of this agreement, and whether it is registered or unregistered with any corresponding governmental agencies or authorities, in the United States and abroad.

4.2 Intellectual Property Ownership

4.2.1 The Company shall own any and all Intellectual Property rights held the Website or otherwise used in providing the Services (“Company IP”). This does not include User Content as defined in Section 3.1.1 above.

4.2.2 The User agrees that any User Content it submits as part of its use of the Online Education services under 3.2.1 above are granted to the Company under a freely assignable, transferrable, licensable, and otherwise unencumbered nonexclusive, irrevocable license for the continued use by the Company in providing the Services to future users and customers. The Company shall have the right to make use of any and all User submissions as examples, teaching guides, and for distribution in materials. This includes a license to make use of the User’s likeness via recordings of certain web-based video conferences, chats, and calls. The User hereby agrees to the Company’s use of such User Content and hereby grants the license as described above. The User hereby releases the Company of any duty or liability for the use of the User Content.

4.3 Third Parties and Intellectual Property. The User acknowledges and agrees to the terms of the Third Party Intellectual Property Policy Statement (“Policy Statement”). In addition to the terms of the Policy Statement, any action which the Company believes necessary to address any infringement will be given in advance notice to the User for its review and opportunity to seek legal counsel therefor. Any takedown or other corrective action which the Company believes to be necessary to prevent, preserve, or otherwise restore the Intellectual Property rights of a third party upon conclusion of its review of the assertions made may result in immediate suspension or removal of the allegedly infringing materials, regardless of whether actual notice has been sent to or received by the User or response to any such notice from the User has been received by the Company. The Company shall not be liable for, and the User agrees that it assumes all liability for, any loss, delay, or other damage to the User by the Company’s compliance with the terms of the Policy Statement, regardless of whether any action taken is done prior to discovering that the assertions against the User were without merit.

Article V – License, Confidential Information & Noncompetition

5.1 During the term of this Agreement, the User takes a limited license to make use of the Services, Website, and Courses as defined under this Agreement. The User agrees that it has no rights in and to the Company IP other than to make use of the Services, Website, and Courses as specifically allowed hereunder.

5.1.1 The license granted herein to the User may not be assigned, transferred, sublicensed, or otherwise conveyed to any third party.

5.1.2 Rights Upon Termination. Upon termination of this Agreement, all rights licensed or otherwise conveyed to the User in and/or to the Company IP shall expire, and all rights thereto shall continue to be held solely by the Company.

5.2 Confidential Information. In view of the User's access to the Company's non-public Intellectual Property which includes but is not limited to trade secrets, proprietary information, lesson texts, designs, and layouts, and teaching methods ("Confidential Information"), the User agrees that the User will not, without the Company's prior written approval, design, develop, or otherwise attempt to replicate identical or substantially similar properties as those disclosed during the course of User's access to the Services, Website, or Courses, whether for the benefit of the User or any third party, during the term of this Agreement or any time after termination of said Agreement. The User acknowledges that these obligations and limitations are ancillary to the User's limited license granted in 5.1 above.

5.3 Non-Competition, Non-Solicitation.

5.3.1 Non-Solicitation. From the date of this Agreement until thirty-six (36) months after the termination of this Agreement (the "Restricted Period"), the User will not, without the Company's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates. During the Restricted Period, the User will not, whether for the User's own account or for the account of any other person, firm, corporation or other business organization, intentionally interfere with any person who is or during the period of User's access to Company's Intellectual Property and Confidential Information was a partner, supplier, customer or client of the Company or its affiliates.

5.3.2 Non-Competition. During the Restricted Period, the User will not, by itself or through any third party, directly or indirectly, compete with or hold a controlling interest in another entity which competes with the Company in its current and reasonably anticipated future markets, unless such competition is presently occurring as demonstrated by presently maintained records. The terms of this paragraph may not be waived unless by express, written consent, and no verbal or implicit waivers shall be given force.

Article VI – Warranties, Limitation of Liability

6.1 The User warrants that it has legal title and/or the authorized right to use any User Content it submits, shares, or otherwise distributes by use of the Services, Website, or Courses, and that any User Content submitted is not infringing the Intellectual Property rights of any third party. The User agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (i) any breach by the User or User's assistants, employees or agents of any of the covenants contained in this Agreement, (ii) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of any User Content in performing the Services under this Agreement; and/or (iii) any action taken by the Company against the User's account due to allegations of infringement of third party Intellectual Property.

6.2 The User warrants that it has read and understands the terms and conditions of this Agreement, and further warrants that the User assumes all liability for any loss due the use or misuse of the Services, Website, and Courses, including losses or other damages arising

from the Company's compliance with the terms of the Policy Statement as expressly stated in Section 4.3 above.

6.3 The User warrants that it will not, at any time now or in the future, make any claim to hold or own any right or interest in and/or to the Company IP, and the User warrants further that it acknowledges, understands, and agrees that it has read and understands the limitations on rights and use of Company IP under Articles IV and V above.

6.4 The User indemnifies and holds harmless the Company and/or any affiliates, employees, directors, representatives, shareholders, and/or agents from and against any and all damages, claims, costs, penalties, judgments, interest, and expenses (including but not limited to reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

6.4.1 Any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies, Terms and Conditions, or Policy Statement,

6.4.2 Your wrongful or improper use of the Services,

6.4.3 Your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights,

6.4.4 Your violation of any law, rule or regulation of the United States or any other country,

6.4.5 Any other party's access and/or use of the Services, Website, or Courses with your unique name, password or other appropriate security code, and/or

6.4.6 Any other losses suffered by your use of the Services, Website, or Courses, even such use as appears to be or is in compliance with the terms of the Company, including but not limited to the User's computer or other device accessing the Website or Courses due to any bug, virus, Trojan horse, or other malware which may have been transmitted from any third party.

6.3 The User warrants that it will not, during the term of this Agreement, take any action which is intended, or would reasonably be expected, to harm the Company or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company, including but not limited to: verbal and/or written comments which case or would reasonably be expected to cast the Company or its employees in a false light, or which may interfere with the business of the Company, whether distributed in print, person, or online.

Article VII – Term and Termination

7.1 Term and Termination. The term of this Agreement shall be the Effective Date of this Agreement until, either: (i) the Company exercises its right to terminate the User account under 2.2 and 3.2.1 above or under any other authority expressly or impliedly granted to the Company by the terms herein; or (ii) the Course(s) which the User has enrolled in have completed and no new Course(s) has/have been enrolled in.

7.2 Survival. Upon such termination, all rights and duties of the Company and User toward each other shall cease except: Article IV (Intellectual Property), Article V (License), Article VI (Warranties, Limitation on Liability)

Article VIII - Miscellaneous

8.1 Governing Law. This Agreement shall be governed by the laws of Tennessee without regard to Tennessee's conflicts of law rules.

8.2 Assignability. Except as otherwise provided in this Agreement, User may not sell,

assign or delegate any rights or obligations under this Agreement. The Company may freely assign, sublicense, or otherwise transfer any and all rights or liabilities it holds under this Agreement.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

8.4 Headings. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

8.5 Notices. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested), or sent via facsimile (with receipt of confirmation of complete transmission) to the party at the party's address or facsimile number written below or at such other address or facsimile number as the party may have previously specified by like notice. If by mail delivery shall be deemed effective three (3) business days after mailing in accordance with this Section 8.5.

8.5.1 If to the Company to:

Monica P. Castaneda
Feng Shui For Us
monica@fengshuiforus.com
7786 Emory Chase Ln
Knoxville, TN 37918

8.5.2 If to User, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of User provided by User to the Company.

8.6 Severability. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.