

Terms & Conditions: Effective December 2020

Please read these Terms & Conditions carefully before using the Site.

These Terms & Conditions are organized into the following sections:

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1. Use & Consent

These Terms & Conditions govern your use of our websites (www.theauthenticleaderinyou.com; apleadership.coach; ap-leadership.com; apleadership.biz ***) , app, email, text messaging, other forms of electronic messaging, offline activities, in-person events, and third-party partners or vendors (the “Site”). These Terms & Conditions include information about usage, licensing, and intellectual property.

The Site is owned and operated by **Vibrant Living LLC, d/b/a AP Leadership, a Utah limited liability company** (the “Company,” “we,” or “us”). The term “you” refers to the user or viewer of the Site, whether as a guest or a registered user. The following Terms & Conditions are entered into by and between you and the Company.

By using the Site, or by clicking to accept our Terms when the option is made available to you, you consent to these legally binding Terms & Conditions, whether or not you have read it. If you do not agree to these Terms & Conditions, please immediately leave the Site and stop using its Content.

2. Age Restrictions for the Site

The Site is available to users who are sixteen (16) years of age or older. The Site is not intended for use by children under 16 years of age. Any access or use of the Site by children under 16 years of age is unauthorized, unlicensed and in violation of these Terms & Conditions. By using the Site, you represent and warrant that you are of legal age to form a binding contract with us and meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Site.

3. Privacy Policy

We respect your privacy and are committed to protecting it. By using the Site, you consent to our [Privacy Policy](#), incorporated herein and located at www.theauthenticleaderinyou.com/privacy, which notifies you how and why we collect, use, share and secure your Personal Data.

4. Intellectual Property Rights

Vibrant Living LLC, d/b/a AP Leadership's trademarks, trade names, logos, and other intellectual property incorporated into the Site are the sole property of the Company or its licensors and are protected under copyright, trademark, trade secret, and other intellectual property laws. Copying or distributing any material, illustrations, photographs, video, or content from the Site without consent is strictly prohibited. Additionally, any use that constitutes an infringement of any of the above-stated intellectual property rights is prohibited. We, in our sole discretion, reserve the right to remove any content or take any steps deemed appropriate to protect such rights.

5. User Content

We allow you to post, upload, or comment on content on the Site. This user-generated content includes, but is not limited to reviews, comments, and pictures. By posting on the Site, you grant the Company a perpetual, nonexclusive, unrestricted, worldwide license to any and all of the user content you post. You acknowledge that you are the sole owner of any copyrights and that your content does not infringe the rights of any third parties. You agree to be fully responsible for any content you post on the Site.

User reviews, comments, pictures, and ideas posted on the Site may be used to improve the Site. By submitting user content, you give us permission to store and use such content to improve our services. The Company may monitor any user's content posted to the Site. We reserve the right, at our discretion, to remove, terminate, or prohibit users from accessing the Site for any reason or no reason with or without notice.

6. User Responsibilities

Users of the Site agree to the following guidelines:

1. You will keep your username and password confidential. You will not share this information with any other person.
2. You will not use another user's login and registration information.
3. You will not create fake accounts for the purpose of spamming users or visitors, collecting personal information with or without consent, or any other deceptive practices.
4. You will not circumvent, evade, disable, or otherwise interfere with the security of the Site.
5. You will not infringe the intellectual property rights of others.

Website Terms & Conditions

Additionally, to access certain portions of the Site, you may be required to provide information. The information you provide must be truthful, accurate, and complete. The information you provide is subject to our Privacy Policy, which is hereby incorporated into these Terms.

7. Disclaimer

THE SITE, ITS CONTENT, AND ALL THE MATERIALS ARE “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OR GUARANTEE. YOU ACCESS THE SITE AT YOUR OWN RISK UNDERSTANDING THAT WE DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGE THAT MAY ARISE FROM YOUR USE OR MISUSE OF THIS SITE. WE DISCLAIM ANY AND ALL WARRANTIES PERTAINING TO THE ACCURACY AND USEFULNESS OF THE INFORMATION, MATERIALS, CONTENT, SOFTWARE, PROGRAMS, PRODUCTS OR SERVICES PROVIDED ON OR THROUGH THE SITE. WE MAKE NO PROMISES OR REPRESENTATIONS RELATED TO THE PERFORMANCE OR OPERATION OF THIS SITE. WE MAKE NO PROMISES OR REPRESENTATIONS THAT OUR SOFTWARE IS FREE FROM VIRUSES, MALWARE, OR ANY OTHER HARMFUL COMPONENTS, OR THAT THE SITE WILL BE AVAILABLE WITHOUT INTERRUPTION.

BY USING THE SITE, YOU CONSENT TO OUR FULL **DISCLAIMER**, INCORPORATED HEREIN AND LOCATED AT www.theauthenticleaderinyou.com/disclaimer.

THIS SECTION APPLIES TO YOU TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

8. Limitation of Liability

If you are dissatisfied with the Site or its Content, or any portion thereof, or with these Terms & Conditions, your sole and exclusive remedy is to discontinue using the Site and its Content.

To the maximum extent provided by applicable law, the Company does not accept liability for loss or damage of any kind, be it direct, indirect, consequential, special, exemplary, incidental, actual, punitive, or otherwise, whether it arises from personal injury, financial loss, data loss, opportunity loss, third-party use or misuse, aggregate service, personal dissatisfaction, or any other damage resulting from your use of the Site. The full assumption of risk and responsibility lies with you, the user and visitor. The Company, its directors, shareholders, employees, representatives, agents, subsidiaries, assignors, and licensors will not be held liable in any event. For jurisdictions in which statutory law prohibits the limitation of certain types of liability related to the gross negligence of a party, the Company’s liability is limited to the full extent permitted by applicable law.

9. Indemnification

Website Terms & Conditions

You agree to indemnify and hold harmless the Company, its directors, shareholders, employees, representatives, agents, subsidiaries, assignors, and licensors from and against any lawsuits, disputes, claims, proceedings, demands, costs, or expenses related to or arising out of any use of the Site or your breach of these Terms and any other policies incorporated into this agreement.

10. Dispute Resolution

We believe that it is beneficial to all parties to quickly resolve any potential disputes as efficiently and cost-effectively as possible. In line with this belief, you agree that any disputes arising from your use of the Site will be handled and resolved according to the provisions of these Terms & Conditions, unless otherwise explicitly stated. If a dispute arises, you agree to first contact us and attempt to resolve any such issues informally, with or without the assistance of a mutually agreed upon mediator through non-binding mediation. If informal attempts fail, you agree to submit any claim, dispute, or controversy to final and binding arbitration.

YOU AGREE TO WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL YOU MAY HAVE IN ANY AND ALL JUDICIAL PROCEDURES AND PROCEEDINGS RELATED TO ANY DISPUTE ARISING FROM YOUR USE OF THE SITE UNDER THESE TERMS.

ALL PARTIES WAIVE THEIR RIGHTS TO PRESENT CLAIMS IN A CLASS ACTION SUIT.

11. Governing Law & Severability

These Terms & Conditions shall be construed in accordance with and governed by the laws of the United States and the State of Utah, without reference to any principles of conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Holladay, Utah, United States of America in all disputes arising out of or related to the use of the Site.

If any part of these Terms & Conditions is invalid or unenforceable, that provision will be severed from these Terms & Conditions and superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remaining provisions shall remain in full force and effect.

12. How to Contact Us

Vibrant Living LLC, d/b/a AP Leadership's is the owner and operator of the Site. Vibrant Living LLC, is a Utah limited liability company.

If you have questions or concerns about these Terms & Conditions, please contact us:

- By email: admin@apleadership.coach
- By mail: 1780 E. Southwoodside Dr., Holladay, UT 84124

13. Notification of Changes

We reserve the right, at our sole discretion, to change, modify or otherwise alter the Site, its content and these Terms & Conditions at any time, with or without notice. In the event of a material change to these Terms & Conditions, we will notify you via prominent notice on the Site, or by email if you are a registered user. You are bound by any such revisions and should therefore visit this page frequently for updates.

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