

# **Wealth Triangle Enterprises Terms of Use**

## **1. Acceptance of Terms**

- 1.1** Wealth Triangle Enterprises, LLC (referred to as "Wealth Triangle," "us," or "we"), makes available [www.wealthtriangle.com](http://www.wealthtriangle.com) (the "Site"), an informational website that provides its users with human development training content and tools that aim to empower individuals to achieve both personal and professional growth, subject to your compliance with the following Terms of Use ("Terms"), as well as any other written agreement(s) between you and us.
- 1.2** We reserve the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site after such modifications will constitute acknowledgement and acceptance of the modified Terms.
- 1.3** As used in these Terms, references to our "Affiliates" include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents available on this Site.
- 1.4** BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE EXIT THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE, OR THESE TERMS IS TO CEASE USING THE SITE.

## **2. Information**

- 2.1** All information provided on this website is for informational purposes only. It is not intended to substitute the advice of licensed professionals, such as therapists or physicians. We do invite you to bring to our attention any material on our website that you believe to be inaccurate; please forward a copy of such material and the reasons for your belief to [info@wealthtriangle.com](mailto:info@wealthtriangle.com).
- 2.2** You understand and acknowledge that we cannot and do not promise or guarantee specific results from using the Site. Further, as content may include information, material, or links to third party providers, we are not responsible for it.
- 2.3** You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control. You agree that the information available through this Site is provided "AS IS" and that we assume no responsibility for the timeliness, deletion, or mis-delivery of, or failure to store, any user communications or material uploaded by you.

### **3. Site Conduct, Posting Policies & Third Party Websites**

**3.1 User-Created Submissions Guidelines:** Your use of the Site is subject to all applicable laws and regulations, and you are solely responsible for any comments, information, advertisement, pictures, communications, blog content, ideas or other material that you upload or submit to the Site (“Submissions”). By transmitting Submissions to the Site, you agree that you will not transmit or upload any Submissions that:

- i.** are unlawful, threatening, abusive, harassing, defamatory, deceptive, inaccurate, fraudulent, tortious, invasive of another's privacy, or include graphic descriptions of sexual or violent content;
- ii.** victimize, harass, degrade, discriminate against, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- iii.** infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- iv.** contain any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allow you to obtain unauthorized access to any data or other information of any third party;
- v.** breach the security of, compromise or otherwise allow access to secured, protected or inaccessible areas of this Site, or attempt to gain access to other network or server;
- vi.** impersonate any person or entity, including any of our employees or representatives;
- vii.** you know or reasonably should know cannot be distributed legally, or are for any illegal or unauthorized purpose.

**3.2 No Endorsement.** We neither endorse nor assume any liability for any Submissions submitted by you or third parties through or on any part of the Site. We and our agents reserve the right to remove or refuse to display any and all Submissions, in our sole discretion and without prior notice to you. We are not responsible for any failure or delay in removing or refusing to post any Submissions.

**3.3 Third-Party Sites and Information.** This Site may redirect or link to other websites or advertisers on the Internet, or may otherwise include references to information,

products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites or advertisements may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of material hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

#### **4. Wealth Triangle Intellectual Property**

**4.1 Content.** For purposes of these Terms, "content" is defined as any information, communications, published works, photos, videos, graphics, music, sounds, or other materials that can be viewed by users on our Site and is owned by us, our Affiliates or our licensors.

**4.2 Ownership of Content.** All content on the Site is subject to intellectual property rights, contractual or other protection. The intellectual property rights are owned by us or our licensors. No content may be copied, distributed, republished, uploaded, posted or transmitted in any way except as provided expressly in these Terms or with our prior express written consent. Any use of the content other than as permitted by these Terms, or any other unauthorized use of the content may make you liable to us or our licensors for violation of intellectual property rights.

**4.3 Trademarks.** Our trademarks or service marks include, but are not limited to, Wealth Triangle® and the Wealth Triangle Enterprises' logo. All custom graphics, icons, logos and service names are trademarks or service marks of our limited liability company or our Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or our name, or those of our Affiliates and our licensors.

**4.4 Site Use.** We grant you a limited, revocable, nonexclusive license to use the content on the Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You may not use any content from the Site for commercial use. You agree not to copy the Site or content located on the Site; to reverse engineer or break into the Site; or to use content, products or services in violation of any law. Any use of the Site or the content contained therein other than as specifically authorized in the Agreement, without our prior written permission is strictly prohibited and will terminate the license granted herein. Unless explicitly stated herein, nothing in the Agreement shall be construed as conferring to you, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other

right and any goodwill associated therewith. We reserve the right, without notice and in our sole discretion, to terminate your license to use the Site at any time and to block or prevent your future access to, and use of, the Site.

**4.5 No Warranty for Third-Party Infringement.** Neither we nor our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of other users of the Site or of third parties.

## **5. Your Intellectual Property**

**5.1 Your Intellectual Property Rights.** Subject to our Privacy Policy (located at <http://www.wealthtriangle.com/privacy-policy/>), any Submissions will be treated as non-confidential. While you retain all rights to the Submissions, you grant us (including our employees and Affiliates) a non-exclusive, paid-up, perpetual, non-exclusive and worldwide license to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the Submissions on the Site and to effectuate our business (including without limitation, for advertising) without incurring any liability for royalties or any other consideration of any kind, and that we will not incur any liability as a result of any similar content that may appear on the Site or in our future operations or business.

**5.2 Copyright Notice.** We respect the intellectual property rights of others, and we ask you to do the same. In instances where we are notified of alleged infringing content or Submissions, a decision may be made to remove or disable access to such content or Submissions, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c).

If you believe that you or someone else's copyright has been infringed by content or Submissions provided on this Site, you (or the owner or rights holder, collectively, "Rights Holder") should notify us immediately. Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere on this Site is intended as a substitute for qualified legal advice. To file a Notice of Infringing Material, we ask that the Rights Holder provide the following information:

- i.** Reasonably sufficient details about the nature of the copyrighted work in question, or, in the case of multiple alleged infringements, a representative list of such works. This should include, title(s), author(s), any U.S. Copyright Registration number(s), URL(s) etc.;
- ii.** Reasonably sufficient details to enable us to identify and locate the material that is allegedly infringing the Rights Holder's work(s) (for example, file name or URL of the page(s) that contain(s) the material);

- iii. The Rights Holder's contact information so that we can contact them (including for example, the Rights Holder's address, telephone number, and email address);
- iv. A statement that the Rights Holder has a good faith belief that the use of the material identified above in Part 5.2ii is not authorized by the copyright owner, its agent, or the law;
- v. A statement, under penalty of perjury, that the information in the notification is accurate and that the Rights Holder is authorized to act on behalf of the copyright owner; and
- vi. The Rights Holder's signature or electronic signature.

**Notice may be sent to our Designated Agent at:**

Copyright Agent  
Wealth Triangle Enterprises, LLC  
5000 Birch St., Ste. 3000  
Newport Beach, CA  
92660

**5.3** You also acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may temporarily or permanently remove the identified materials from our Site without liability to you or any other party.

**5.4 Confidential Information.** As stated above, all communications sent by you to us will be treated as non-confidential (subject to our Privacy Policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) which you do not wish to be displayed on the Site unless we have mutually agreed in writing otherwise.

## **6. Privacy & Security**

**6.1 Login Required.** In order to the access more enhanced services of this Site, or to post Submissions, you may be asked to set up an account and password. Our account registration page requests certain personal information from you ("Registration Info"). You will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

**6.2 Passwords & Security.** If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password and that you are fully responsible for all activities that occur under your account.

Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

**6.3 Personally Identifiable Information.** We caution you against giving out any personally identifying information about yourself or your children in your Submissions. In an effort to preserve your privacy, we agree to treat any personally identifying information that you submit through the Site in accordance with the terms outlined in our Privacy Policy at [www.wealthtriangle.com/privacy-policy/](http://www.wealthtriangle.com/privacy-policy/).

## **7. Disclaimer**

**7.1** ALL CONTENT ON THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE CONTENT WILL MEET YOUR REQUIREMENTS, OR (B) THE CONTENT OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM WEALTH TRIANGLE ENTERPRISES OR THROUGH OR LINKED FROM THE SITE SHALL CREATE ANY WARRANTY EXPRESS OR IMPLIED.

**7.2** WEALTH TRIANGLE MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND THAT YOUR USE OF THE SITE'S CONTENT WILL INCREASE YOUR FINANCIAL EARNINGS.

**7.3** THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT OF THIS SITE, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR INFORMATION AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR INFORMATION.

**7.4** WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE ADDITION OF FREE OR FEE-BASED SERVICES OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT

AUGMENT OR ENHANCE THE THEN-CURRENT SERVICES ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

**7.5** SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

## **8. Limitation of Liability & Indemnification**

**8.1** IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS; YOUR USE OF THE SITE; YOUR USE OF THE INFORMATION OR CONTENT CONTAINED ON THE SITE; OR YOUR RELIANCE UPON THE ACCURACY OF INFORMATION CONTAINED ON THE SITE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

**8.2** You agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys' fees that may arise from your use or misuse of this Site or any of the content contained therein. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **9. Termination of Use**

**9.1 Grounds for Termination.** You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

**9.2 No Right to Services Upon Termination.** Upon termination and regardless of the reason(s) motivating such termination, your right to services and/or the Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

## **10. Miscellaneous Provisions**

**10.1 International Use.** Although this Site may be accessible worldwide, those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

**10.2 Governing Law.** This Site (excluding any Third Party websites) is controlled by us from our offices in California, and the statutes and laws of the State of California shall be controlling, without regard to the conflicts of laws principles thereof. Any dispute arising out of this Agreement or your use of the Site shall be decided solely and exclusively by State or Federal courts located in Orange County, California. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

**10.3 Notices.** All notices to Wealth Triangle Enterprises shall be in writing and shall be sent to **info@wealthtriangle.com**. You agree to allow us to submit notices to you using the email address provided by you in the Registration Info. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication on the delivery date when transmitted by email.

**10.4 No Resale Right.** You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site or services provided through this Site, beyond the limited rights granted to you under Section 4 of these Terms.

**10.5 Force Majeure.** In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of marketing tools available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.



**10.6 Savings Clause.** If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

**10.7 No Waiver.** Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

**10.8 Entire Agreement.** These terms of use and our privacy policy constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.