

Terms of Service

Agreement:

1. These Terms of Service (TOS) apply to the following Companies:

Thrive More, Now

Happiness 1st Institute

Jeanine Joy (author)

PGConsulting, LLC

And the following Non-Profit organization

Achieve Affinity

And to their respective websites including:

Happiness 1st.com

Happiness 1st Institute.com

JeanineJoy.us

ShadesofJoy.US

MomentumofJoy.US

Shades ofPeace.US

ShadesofHealing.US

PGConsulting.US

AchieveAffinity.org

Hereinafter referred to as "The Site"

2. **URL's:** URLs in comments and/or posts that point to any domain other than "The Site" are not allowed.

Terms of Service as defined below:

1. Acceptance of terms of use and amendments

Each time you use or cause access to this web site, you agree to be bound by these **Terms of Use**, as amended from time to time with or without notice to you. In addition, if you are using a particular service on this website or accessed via this website, you will be subject to any rules or guidelines applicable to those services, and they will be incorporated by reference within these **Terms of use**. Please read the site's Privacy Policy, which is incorporated within these Terms of use by reference. The Privacy Policy applies to information provided to The Site in conjunction with courses, consulting work, and employment. It does not apply to comments in The Blog or to posts in "The Site."

2. The service

This web site and the services provided to you on and via this web site are provided on an "AS IS" basis. You agree that this site reserves the right to modify or discontinue provision of this web site and its services, and to remove the data you provide, either temporarily or permanently, at any time, without notice and without any liability toward you. The site will not be held responsible or liable for timeliness, removal of information, failure to store information, inaccuracy of information, or improper delivery of information.

3. Your responsibilities and registration obligations

In order to use this website or certain parts of it, you are required to register for a user account on this website; in this case, you agree to provide truthful information when requested. By registering for a user account, you explicitly agree to this site's Terms of Use, including any amendments made by the site that are published herein.

4. Privacy policy

Registration data and other personally identifiable information that the site may collect is subject to the terms of the Privacy Policy of The Site. Only comments on The Blog and posts in "The Site" are excluded from the Privacy Policy published on our website.

5. Registration and password

You are responsible for maintaining the confidentiality of your password, and you will be responsible for all usage of your user account and/or user name, whether authorized or not authorized by you. You agree to immediately notify "The Site" of any unauthorized use of your user account, user name, or password.

6. Your conduct

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("content"), made available publicly or privately, will be under the sole responsibility of the person providing the said content, or of the person whose user account is used. You agree that this web site may expose you to content that may be objectionable or offensive. "The Site" will not be responsible to you in any way for content displayed on this web site, nor for any error or omission.

By using this web site or any service provided, you explicitly agree that:

(a) you will not provide any content or conduct yourself in any way that may be construed as: unlawful; illegal; threatening; harmful; abusive; harassing; stalking; defamatory; libelous; vulgar; obscene; offensive; objectionable; pornographic; designed to interfere with or disrupt the operation of this web site or any service provided; infected with a virus or other destructive or deleterious programming routine; giving rise to civil or criminal liability; or in violation of an applicable local, national or international law;

(b) you will not impersonate or misrepresent your association with any person or entity; you will not forge or

otherwise seek to conceal or misrepresent the origin of any content provided by you;

- (c) you will not collect or harvest any information about other users;
- (d) you will not provide, and you will not use this web site to provide, any content or service in any commercial manner, or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising or commerce; you will not use this web site to promote or operate any service or content without "The Site's" prior written consent;
- (e) you will not provide any content that may give rise to "The Site" being held civilly or criminally liable, or that may be considered a violation of any local, national, or international law, including -- but not limited to -- laws relating to copyrights, trademarks, patents, or trade secrets.

By using "The Site", you agree to be contacted by the site administration, regardless of your account settings, when it becomes necessary to do so regarding your account activity.

The basic ground rules for discussions are simple: discussions should relate to the topic of The Site, be polite, use common sense, be lawful, and don't post any message that even hints at advertising.

Profile pictures cannot include sexually explicit or graphically intense images.

You may not post any message that is commercial by nature.

Your user name may not be the same as your URL or company name.

7. Submission of content on this web site

By providing any content to this web site:

- (a) you agree to grant the "The Site" a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology already known at the time of provision or developed subsequently;
- (b) you warrant and represent that you have all legal, moral, and other rights that may be necessary to grant "The Site" the license specified in this section 7;
- (c) you acknowledge and agree that "The Site" will have the right (but not obligation), at "The Site" entire discretion, to refuse to publish, or to remove, or to block access to any content you provide, at any time and for any reason, with or without notice.

8. Third-party services

Goods and services of third parties may be advertised and/or may be made available on or through this web site. Representations made regarding products and services provided by third parties will be governed by the policies and representations made by these third parties. "The Site" will not in any manner be liable for or responsible for any of your dealings or interaction with third parties.

9. Indemnification

You agree to indemnify and hold harmless "The Site" and "The Site" representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders, from any claim or demand, including reasonable legal fees, that may be filed by any third party, arising out of your conduct or connection with this web site or service, your provision of content, your violation of these **Terms of Service**, or

any other violation by you of the rights of another person or party.

10. DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEB SITE AND OF ANY SERVICES OR CONTENT PROVIDED (THE "SERVICE") IS AT YOUR OWN RISK. SERVICES AND CONTENT ARE PROVIDED TO YOU "AS IS", AND "The Site" EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

"The Site" MAKES NO WARRANTY, EITHER IMPLIED OR EXPRESSED, THAT ANY PART OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, TIMELY, SECURE, ACCURATE, RELIABLE, OR OF ANY QUALITY, NOR IS IT WARRANTED EITHER IMPLICITLY OR EXPRESSLY THAT ANY CONTENT IS SAFE IN ANY MANNER FOR DOWNLOAD. YOU UNDERSTAND AND AGREE THAT NEITHER "The Site" NOR ANY PARTICIPANT IN THE SERVICE PROVIDES PROFESSIONAL ADVICE OF ANY KIND AND THAT ANY ADVICE OR ANY OTHER INFORMATION OBTAINED VIA THIS WEB SITE MAY BE USED SOLELY AT YOUR OWN RISK, AND THAT "The Site" WILL NOT BE HELD LIABLE IN ANY WAY.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SITE EDITOR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FORUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (I) THE USE OF SERVICES OR THE INABILITY TO USE SERVICES, (II) THE COST OF OBTAINING SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH SERVICES, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS BY ANY THIRD PARTY OR CONDUCT OF ANY THIRD PARTY USING SERVICES, OR (V) ANY OTHER MATTER RELATING TO SERVICES.

Requests to remove comments or posts or accounts will not automatically be honored and may be refused.

In light of the nature of a forum, open exchanges of views and the rapid distribution of information originating from many sources, "The Site" cannot determine the accuracy of information that may be uploaded to "The Site".

Opinions, advice, and all other information expressed by participants in discussions are those of the author. You rely on such information at your own risk. You are urged to seek professional advice for specific, individual situations and not rely solely on advice or opinions given in the discussions. Advice and other information expressed is not to be considered professional advice; if your situation necessitates professional assistance, contact an appropriate professional.

12. Reservation of rights

"The Site" reserves all of its rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that "The Site" may have in respect of this web site, its content, and goods and services that may be provided. The use of "The Site's" rights and property requires "The Site's" Rules' prior written consent. By making services available to you, "The Site" is not providing you with any implied or expressed licenses or rights, and you will have no rights to make any commercial use of this website or provided services

without "The Site's" prior written consent.

Much of the information posted on this site is copyright protected by Happiness 1st Institute. All Rights are Reserved. Use, display, reproduction, modification, adaption, publishing, distributing, performing, promoting, archiving, translating, and to create derivative works and compilations in whole or in part is prohibited.

Exception: Brief excerpts, limited to 500 characters or less, or, in the case of video recordings, ten minutes or less may be shared provided the following statement is displayed with the excerpt "The printed and/or recorded material above is copyrighted by Happiness 1st Institute. For more information please visit the website: <http://www.happiness1st.com>"

13. Notification of copyright infringement

If you believe that your property has been used in any way that could be considered a copyright infringement or a violation of your intellectual property rights, "The Site" copyright agent may be contacted via the site administrator. You may contact us via the "Contact Us" tab.

14. Applicable law

You agree that these Terms of Use and any dispute arising out of your use of this web site or products or services provided will be governed by and construed in accordance with local laws applicable at "The Site's" domicile, notwithstanding any differences between the said applicable legislation and legislation in force at your location. By registering for a user account on this website, or by using this website and the services it provides, you accept that jurisdiction is granted to the courts having jurisdiction over "The Site's" domicile, and that any disputes will be heard by the said courts.

15. Miscellaneous information

(i) In the event that any provision of these Terms of Use is deemed to conflict with legislation by a court with jurisdiction over the parties, the said provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain valid and applicable; (ii) The failure of either party to assert any right under these Terms of Use will not be considered to be a waiver of that party's right, and the said right will remain in full force and effect; (iii) You agree that any claim or cause in respect of this web site or its services must be filed within one (1) year after such claim or cause arose, or the said claim or cause will be forever barred, without regard to any contrary legislation; (iv) "The Site" may assign "The Site" rights and obligations under these Terms of Service; in this event, "The Site" will be relieved of any further obligation.

16. Refusal of Service

Registration to this site indicates that you agree with the Terms of Service. "The Site" reserves the right to refuse service to anyone. Memberships may be cancelled at our discretion with no notice.

17. Severability, Waiver, Survival

Any invalidity, in whole or in part, of any provision of the Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Failure to exercise a right or remedy at law or granted hereunder shall not be deemed a waiver of such right or remedy. Failure to claim default hereunder shall not waive any default. Termination of the Agreement shall not release either party from their

respective obligations hereunder with regard to products or services already delivered or performed including, without limitation, obligations of payment warranty, intellectual property rights and from the confidentiality and indemnity provisions herein.