

## **Magic Wand Club and Fairy Godmother Coaching User Agreement**

Last Updated January 5, 2008

Hello, and welcome to The Magic Wand Club! The Magic Wand Club provides Users with access to personal development related information in a collaborative and/or mentor-coaching fashion. This includes but is not limited to a variety of means, such as discussion forums, documents, media, chats and reviews for information sharing.

Please read this User agreement. By using The Magic Wand Club, you agree, without limitation or qualification, to be bound by, and to comply with, this Agreement and any other posted guidelines or rules applicable to any The Magic Wand Club feature or service. If you don't agree to any part of this agreement please do not use The Magic Wand Club. By using this website and The Magic Wand Club mentor-coaching services, you acknowledge that you understand the terms and conditions and consent to be bound by them.

### 1. Amendments to this Agreement.

We reserve the right to make changes to this User Agreement and other site guidelines at any time. Any modification to this Agreement shall become effective immediately upon posting to The Magic Wand Club. You will be responsible to check this Agreement from time to time to see if there are any changes to that may affect your use. Continued use of The Magic Wand Club after any such change constitutes acceptance of all changes. If you do not agree with this Agreement in full, you must immediately terminate your use of this site.

### 2. Definitions.

"Advertisers" means parties that pay to advertise on The Magic Wand Club.

"Content" means all material whether it is copyrighted or uncopyrighted, patented or unpatented, and techniques owned or displayed under license by The Magic Wand Club, its parents, subsidiaries, affiliates, officers, employees, consultants and teachers advertising, feature or group of features or which is posted to The Magic Wand Club site by any User, including all reviews, discussions, images, text, software and other content located on The Magic Wand Club, whether generated by Users or by The Magic Wand Club.

"Virtual Office Hours" and "Telephone Office Hours" are premium services for Users who have enrolled in The Magic Wand Club's group or individualized mentor-coaching membership services for an additional monthly fee. Virtual Office Hours and Telephone Office Hours Users receive access to features and benefits not available to The Magic Wand Club Users who do not pay for the Office Hours service. The Magic Wand Club, Virtual Office Hours, and Telephone Office Hours programs are recurring membership programs.

"The Magic Wand Club" means any content, service, or property accessible at the Internet domain The Magic Wand Club or otherwise displayed by Fairy Godmother Coaching. This includes, but isn't restricted to, all text, images, and software.

"Users," "you" or "members" as used herein refers collectively to all paying The Magic Wand Club users and Advertisers alike.

"Service" means use of The Magic Wand Club, Virtual Office Hours or Telephone Office Hours or other features and benefits offered by Fairy Godmother Coaching.

### 3. Use of our Web site.

The Magic Wand Club is intended for personal use by individuals, and as a commercial medium for our Advertisers. Any unauthorized commercial use of The Magic Wand Club or resale, repurposing, or reproduction of The Magic Wand Club services or Content is expressly prohibited. This includes providing links to specific Content related pages other than our home page for any commercial purpose that has not been specifically authorized by us in writing as well as using the site to contact other Users for commercial purposes.

You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Content originated. This means that you, and not The Magic Wand Club, are entirely responsible for all Content that you upload, post or otherwise transmit via our Web site. The Magic Wand Club does not control the Content posted via our Web site and, as such, does not guarantee its accuracy, integrity or quality.

You agree to follow the Posting Guidelines.

The following conditions shall govern Users' use of The Magic Wand Club:

- \* You agree not to reproduce, duplicate, copy, sell, resell, assign, license, sublicense or exploit any portion of the Service, use of the Service, or access to the Service, including but not limited to, any advertising contract, or other right of commercial use.

- \* You agree not to attempt to bypass the authentication and security mechanisms maintained by The Magic Wand Club or reverse engineer the software on this Web site.

- \* You agree not to post any Content on this site that (a) infringes any third-party intellectual property or publicity/privacy rights, (b) violates any applicable law or regulation, (c) impersonate any person or entity, including, but not limited to, a The Magic Wand Club official or another User, or falsely state or otherwise misrepresent your affiliation with a person or entity, (d) is defamatory, harassing, obscene or child pornographic, (e) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, (f) is otherwise tortious or criminal, (g) is related to any service in connection with any junk e-mail, spam, or unsolicited messages, commercial or otherwise.

\* We reserve the right, in our sole discretion and at any time, to make any changes, modifications, amendments, alterations, and or deletions to any Content, and to any services, including advertising, which we make available at The Magic Wand Club.

The Magic Wand Club reserves all rights in the content of the RSS feeds and may terminate any RSS feed at any time.

#### 4. Privacy.

When a User enrolls in The Magic Wand Club, Virtual Office Hours or Telephone Office Hours, personal information that facilitates enrollment and payment may be collected. The information will not be sold or shared with a third party. However, The Magic Wand Club reserves the right to reveal any data provided by a User or other information in its possession in cooperation with a request or investigation by any governmental body or governmental agency, or in response to a subpoena issued by any governmental body or governmental agency;

The Magic Wand Club reserves the right to examine any data provided by a User in the course of responding to any claim by a third party that a User is using The Magic Wand Club in connection with an infringing, illegal or improper activity or that the data infringes rights of the third party.

The Magic Wand Club reserves the right to disclose the identity of a User, or information allowing identification of a User, in response to request for identification in connection with claim of Copyright or Trademark infringement by the User.

Content posted or uploaded by Users may be stored on computers maintained by and in control of The Magic Wand Club's Service Provider. Any expectation of privacy by a User is limited by and subject to the scope of the Service Provider's privacy policies.

#### 5. Disclaimer of Warranty.

You understand that you are using The Magic Wand Club on an "as is" and "as available" basis. The Magic Wand Club makes no warranty, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement.

#### 6. Limitation of Liability.

THE MAGIC WAND CLUB SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, OR ALTERATION (INCLUDING DELETION) OF ANY FEATURES OR CONTENT PUBLIC OR PRIVATE.

THE MAGIC WAND CLUB SHALL BEAR NO LIABILITY FOR OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING ANY LIABILITY FOR NEGLIGENCE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS,

EVEN IF THE MAGIC WAND CLUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME CUSTOMERS. IN NO EVENT SHALL THE MAGIC WAND CLUB'S TOTAL LIABILITY TO A USER FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT PAID BY THAT CUSTOMER OR VISITOR TO THE MAGIC WAND CLUB FOR THE SERVICES DURING THE YEAR PRIOR TO ACCRUAL OF THE DAMAGES, LOSSES, OR CAUSES OF ACTION. USERS FURTHER AGREE THAT THE MAGIC WAND CLUB, ITS EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY LOST PROPERTY OR DATA OF THE CUSTOMER OR ANY CLAIM OR DEMAND AGAINST THE USER BY ANY OTHER PARTY.

#### 7. Indemnity.

By using the services of The Magic Wand Club you agree to indemnify, defend and hold harmless The Magic Wand Club, its parents, subsidiaries, affiliates, officers, employees, consultants and teachers from and against any claim or demand, of physical, material, monetary or other nature, including reasonable attorneys' fees, made by any third party due to or arising out of your use of The Magic Wand Club, its Virtual and Telephone Office Hours, or any other Content provided herein, the violation of this Agreement by you, or the infringement by you, or any other user of your account, of any intellectual property or other right of any person or entity.

User understands and acknowledges that The Magic Wand Club is designed to serve as a resource only and that User remains entirely responsible for any decisions or actions taken, or not taken, in respect of User's career or profession or personal life.

#### 8. Termination.

The Magic Wand Club reserves the right to ban or block access to any user including any Advertiser.

The Magic Wand Club, Virtual Office Hours, and Telephone Office Hours services are recurring membership services. If they do not cancel their membership, they will be charged and their membership term will renew. If you enrolled in The Magic Wand Club as part of a trial period, you should understand that your trial time must be used within 30 days of your enrollment date and to avoid being charged the full amount of The Magic Wand Club annual fee you must cancel your Service before the end of that 30 day period. There are no refunds for unused service once the trial has expired and/or once a new billing cycle has been started;

The Magic Wand Club, Virtual Office Hours and Telephone Office Hours are pre-paid services. Payment for service is due on the 1st day of Enrollment or the first day after the

expiration of a trial period and thereafter on the 1st day after the end of each billing cycle. Billing cycles vary depending on the type of service and payment plan a User selects. Payment for the The Magic Wand Club grants access to Users to utilize The Magic Wand Club 24/7. Please note, except as provided herein, or except by express notification from Fairy Godmother Coaching to the contrary, payment for The Magic Wand Club services are non-refundable.

#### 10. Ownership; Intellectual Property.

All Content on The Magic Wand Club, shall be and remain the property of The Magic Wand Club. If you post Content or submit material, and unless we indicate otherwise, you grant The Magic Wand Club, its affiliates, parents and partners a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Content throughout the world in any media.

You grant The Magic Wand Club and its affiliates, parents and partners the right to use the name that you submit in connection with such Content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the Content that you post; that the Content is accurate; that use of the Content you supply does not violate our site's policies and will not cause injury to any person or entity; and that you will indemnify The Magic Wand Club or its affiliates, parents and partners for all claims resulting from Content you supply.

#### 11. United States Copyright Act Designation.

The Magic Wand Club respects the intellectual property of others and we ask our Users to do the same. Please do not post any Content that is copyrighted by others. If you believe that your copyrighted work has been infringed, and you want us to take down or disable the infringement, please contact the following The Magic Wand Club designated agent to receive notifications of claimed infringement under the United States Copyright Act, or violations of other laws or regulations, both foreign and domestic, by its Users:

- \* An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- \* A description of the copyrighted work that you claim has been infringed upon;
- \* A description of where the material that you claim is infringing is located on the site, including the URL, if applicable;
- \* Your address, telephone number, and e-mail address;
- \* A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- \* A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notices should be addressed as follows:

Copyright Agent  
Fairy Godmother Coaching

PO Box 32421  
Los Angeles, CA 90032

The Magic Wand Club Users who are found to repeatedly violate copyright rights of others may have their access to all services terminated.

12. Choice of Law and Jurisdiction.

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. All Users consent to personal jurisdiction in the federal and state courts of the State of California, for any action arising out of or relating to their use of the Services. The federal and state courts of the State of California shall have exclusive jurisdiction over all such actions. In any such action, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including, but not limited to, its costs, both taxable and non-taxable, and reasonable attorney's fees.

13. Severability; Entire Agreement; Nonwaiver.

If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter. Failure by The Magic Wand Club to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.