

TERMS AND CONDITIONS

INTRODUCTION

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE ENROLLING IN THE ENRICHMENT OF LIFE MOVEMENT (ELM) PROGRAM. BY ACCESSING OR USING THIS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE DISCLAIMERS SET FORTH BELOW. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE DISCLAIMERS, YOU MAY NOT ACCESS OR USE THIS PROGRAM.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

The Enrichment of Life Movement (ELM) makes no warranties or representations regarding the accuracy or completeness of its content or the content of any sites linked to its program.

In no event shall the Enrichment of Life Movement (ELM), its officers, directors, employees, or agents be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of any of its content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the ELM program, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or other information stored therein, (iv) any interruption or cessation of transmission to or from the ELM program or its websites, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the ELM program or its websites by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the ELM program or its websites. The foregoing limitation of liability shall apply to the fullest extent.

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ATTENTION: Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID- 19. You are assuming this risk by entering these premises.

We continue to monitor the continuing impact of COVID-19 and its variants as well as potential risks that in-person gatherings may pose. As we monitor, we remain prepared to adjust and respond.

You are exclusively responsible for your personal equipment and cost of Zoom access. ELM bears no responsibility for the student's equipment (computer, modem, internet connection, speakers, webcam, microphone and bandwidth or any other computer related items). You accept and acknowledge that there may be periods of downtime due to weather and other conditions beyond the control of the Enrichment of Life Movement (ELM).

There is no refund for failure to attend the class. Logins and passwords are personal to you and for your personal use. You agree not to share password access and to protect against any and all unauthorized use of the web information and materials.

Those who access or use the ELM program from jurisdictions prohibiting such use, do so on their own volition and are responsible for compliance with local law.

INDEMNITY

You agree to defend, indemnify and hold harmless the Enrichment of Life Movement (ELM), its parent corporation, officers, directors, employees and agents from and against any and all claims, injuries, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the ELM Program and its content; (ii) your violation of any term of these Conditions of Use; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Conditions of Use and your use of the ELM Program.

FORCE MAJEURE

The Enrichment of Life Movement (ELM) shall not be liable, under any circumstances, for any delay, disruption or failure of the ELM Program or its websites directly or indirectly resulting from events beyond the control of Enrichment of Life Movement (ELM).

CHANGES TO TERMS AND CONDITIONS

WE RESERVE THE RIGHT, AT OUR DISCRETION, TO MODIFY, ADD, OR REMOVE PORTIONS OF THESE TERMS AND CONDITIONS AT ANY TIME AND EACH SUCH CHANGE SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING. PLEASE CHECK THESE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THIS SITE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS AND CONDITIONS WILL MEAN YOU ACCEPT THOSE CHANGES.