

## TERMS AND CONDITIONS

The following Terms of Use are agreed between you and Jennifer Gumbel, dba An Organized (after)Life, and her heirs and assigns (“**OAL**”, “**I**”, or “**me**”).

These terms and conditions, (“**Terms of Use**”), govern your access to and use of anorganizedafterlife.com, including any content and services offered on or through anorganizedafterlife.com (the “**Website**”).

Please read the Terms of Use carefully before you use the Website. **By using the Website you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, do not use the Website.

This Website is offered and available to users 18 years of age or older. By using this Website, you represent and warrant you are of legal age and are otherwise able to form a binding contract with OAL. If you do not, you must not access or use the Website.

Because I am a lawyer, I want to be clear about the use of this website, the information here, and your privacy.

### CHANGES TO THE TERMS OF USE

I may revise and update these Terms of Use from time to time in my sole discretion. All changes are effective immediately upon posting and apply to all use of the Website thereafter. You accept and agree to the changes through your continued use of the Website following the posting of revised Terms of Use.

### PRIVACY POLICY

When accessing the Website, OAL will learn certain information about you, both automatically and through voluntary actions you may take, during your visit. This policy applies to information collected on the Website in email, text, or other electronic messages.

Please read the Privacy Policy carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Privacy Policy.** If you do not want to agree to the Privacy Policy, you must not access or use the Website.

### CHILDREN UNDER THE AGE OF 13

This Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. I do not knowingly collect personal information from children under 13. If I learn I have collected or received personal information from a child under 13 without verification of parental consent, I will delete that information. If you believe I might have any information from or about a child under 13, please contact me at [contact@organizedafterlife.com](mailto:contact@organizedafterlife.com).

### INFORMATION I COLLECT ABOUT YOU

When you access the Website, OAL will learn certain information about you during your visit.

**Information You Provide To Me.** The Website provides various places for users to provide information. I collect information that users provide by filling out forms on the Website. I use information you provide to me to deliver the requested product and/or service, to improve my overall performance, and to provide you with offers, promotions, and information.

**Information I Collect Through Automatic Data Collection Technology.** As you navigate through my Website, I may use automatic data collection technologies including Google Analytics to collect certain information about your equipment, browsing actions, and patterns. This will generally include information about your location, your traffic pattern through my website, and any communications between your computer and my Website. Among other things, I will collect data about the type of computer you use, your Internet connection, your IP address, your operating system, and your browser type.

The information I collect automatically is used for statistical data and will not include personal information. I use this data to improve my Website and my offerings. To the extent that you voluntarily provide personal information to me, my systems will associate the automatically collected information with your personal information.

## **USE OF COOKIES AND PIXELS**

The website utilizes a standard technology, used throughout the internet, called “cookies” and server logs to collect information about how my site is used. Information gathered through cookies and server logs may include the date and time of visits, the pages viewed, time spent at my site, and the websites visited just before and just after my own, as well as your IP address.

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that site’s computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookie to your browser if your browser’s preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites.

OAL reserves the right to use technological equivalents of cookies, including social media pixels. These pixels allow social media sites to track visitors to outside websites so as to tailor advertising messages users see while visiting that social media website. OAL reserves the right to use these pixels in compliance with the policies of the various social media sites.

## **THIRD PARTY USE OF COOKIES**

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use my website.

The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

I do not control these third parties’ tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

## **EMAIL INFORMATION**

If you choose to correspond with me through email, I may retain the content of your email messages together with your email address and my responses. I provide the same protections for these electronic communications that I employ in the maintenance of information received online, mail, and telephone. This also applies when you register for my website, sign up through any of my forms using your email address or make a purchase on this site. For further information see the email policies below.

## **EMAIL POLICIES**

I am committed to keeping your e-mail address confidential. I do not sell, rent, or lease my subscription lists to third parties, and will not disclose your email address to any third parties except as allowed in the section titled Disclosure of Your Information.

I will maintain the information you send via e-mail in accordance with applicable federal law.

In compliance with the CAN-SPAM Act, all e-mails sent from my organization will clearly state who the e-mail is from and provide clear information on how to contact the sender. In addition, all e-mail messages will also contain concise information on how to remove yourself from my mailing list so that you receive no further e-mail communication from me.

My emails provide users the opportunity to opt-out of receiving communications from me and my partners by reading the unsubscribe instructions located at the bottom of any e-mail they receive from me at anytime.

Users who no longer wish to receive my newsletter or promotional materials may opt-out of receiving these communications by clicking on the unsubscribe link in the e-mail.

## HOW AND WHY I COLLECT INFORMATION

OAL collects your information in order to record and support your participation in the activities you select. If you register to download a book or resources, sign up for my newsletter, and/or purchase a product from me, I collect your information. I use this information to track your preferences and to keep you informed about the products and services you have selected to receive and any related products and/or services. As a visitor to this Website, you can engage in most activities without providing any personal information. It is only when you seek to download resources and/or register for services that you are required to provide information.

Whether you are in the European Union or not, if you opt to receive any free resources, participate in any free training programs, register for a webinar, register for a live event, register for a seminar, or purchase any products sold by OAL on this Website, I will only enroll you to receive my free email newsletter if you affirmatively consent to it. If you do not wish to receive this newsletter, you can unsubscribe anytime. I include an “unsubscribe” link at the bottom of every email I send. If you ever have trouble unsubscribing, you can send an email to [admin@anorganizedafterlife.com](mailto:admin@anorganizedafterlife.com) requesting to unsubscribe from future emails.

## HOW DO I USE THE INFORMATION THAT YOU PROVIDE TO US?

I use personal information for purposes of presenting my Website and its contents to you, providing you with information, providing you with offers for products and services, providing you with information about your subscriptions and products, carrying out any contract between you and OAL, administering my business activities, providing customer service, and making available other items and services to my customers and prospective customers.

From time-to-time, I may use the information you provide to me to make you offers to purchase products and services provided by third parties in exchange for a commission to be paid to me by such third parties. Should you opt to take part in such promotions, the third parties will receive your information.

From time-to-time, I may use the information you provide to me to display advertisements to you that are tailored to your personal characteristics, interests, and activities.

## DISCLOSURE OF YOUR INFORMATION

As a general rule, I do not sell, rent, lease or otherwise transfer any information collected whether automatically or through your voluntary action.

I may disclose your personal information to my subsidiaries, affiliates, and service providers for the purpose of providing my services to you.

I may disclose your personal information to a third party, including a lawyer or collection agency, when necessary to enforce my terms of service or any other agreement between you and OAL.

I may provide your information to any successor in interest in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of OAL's assets and/or business.

I may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of my legal rights or when compelled by a court or other governmental entity to do so.

## HOW DO I PROTECT YOUR INFORMATION AND SECURE INFORMATION TRANSMISSIONS?

I employ commercially reasonable methods to ensure the security of the information you provide to me and the information I collect automatically. This includes using standard security protocols and working only with reputable third-party vendors. Email is not recognized as a secure medium of communication. For this reason, I request that you do not send private information to me by email. Doing so is at your own risk.

**\*\*ATTORNEY-ADVERTISING\*\*** Sending private information over email is risky for you and may be an attempt to unknowingly create an attorney-client relationship where you should not be attempting to make one. If you have a legal issue, do not email private information to me through this website. If you have questions regarding Minnesota

law, please click on the link to my firm website on my “about” page to find out how to properly contact me in a medium where I can properly evaluate if I can provide legal assistance to you.

Some of the information you may enter on my website may be transmitted securely via a secure medium known as Secure Sockets Layer, or SSL. Credit Card information and other sensitive information is never transmitted via email.

OAL may use software programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of my site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

For site security purposes and to ensure that this service remains available to all users, OAL uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

## **POLICY CHANGES**

It is my policy to post any changes I make to my privacy policy on this page. If I make material changes to how I treat my users' personal information, I will notify you by email to the email address specified in your account and/or through a notice on the Website home page. The date the privacy policy was last revised is identified at the bottom of the page. You are responsible for ensuring I have an up-to-date active and deliverable email address for you, and for periodically visiting my Website and this privacy policy to check for any changes.

## **VISITORS' GDPR RIGHTS**

If you are within the European Union, you are entitled to certain information and have certain rights under the General Data Protection Regulation. Those rights include:

I will retain the any information you choose to provide to me until the earlier of: (a) you asking me to delete the information, (b) my decision to cease using my existing data providers, or (c) OAL decides that the value in retaining the data is outweighed by the costs of retaining it.

You have the right to request access to your data that OAL stores and the rights to either rectify or erase your personal data.

You have the right to seek restrictions on the processing of your data.

You have the right to object to the processing of your data and the right to the portability of your data.

To the extent that you provided consent to OAL's processing of your personal data, you have the right to withdraw that consent at any time, without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent.

You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

I require only the information that is reasonably required to enter into a contract with you. I will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with me.

## **DISCLAIMERS**

### **FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY**

The information contained on this Website and the resources available for download through this website are for educational and informational purposes only.

### **NOT PROFESSIONAL ADVICE**

The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, any form professional advice and specifically legal advice. While the employees and/or owners of OAL are professionals and the information provided on this Website relates to

issues within OAL's area of professionalism, the information contained on this Website is not a substitute for advice from a professional who is aware of the facts and circumstances of your individual situation.

I have done my best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a professional to address your particular information. OAL expressly recommends that you seek advice from a professional.

OAL nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

## **NO PROFESSIONAL-CLIENT RELATIONSHIP**

Your use of this Website – including implementation of any suggestions set out in this Website and/or use of any resources available on this Website – does not create a professional-client relationship between you and OAL or any of its professionals.

You recognize and agree that I have not created any professional-client relationship by the use of this Website.

**\*\*ATTORNEY-ADVERTISING\*\*** If you have questions regarding Minnesota law, please click on the link to my firm website on my "about" page to find out how to properly contact me in a medium where I can properly evaluate if I can provide legal assistance to you.

## **USER'S PERSONAL RESPONSIBILITY**

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended on this Website.

## **NO GUARANTEES**

You agree that OAL has not made any guarantees about the results of taking any action, whether recommended on this Website or not. OAL provides educational and informational resources that are intended to help users of this website succeed in minimizing issue that will arise upon their death. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of OAL. These efforts should include seeking out legal advice from an attorney licensed in applicable jurisdictions.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients or customers of OAL or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

## **ERRORS AND OMISSIONS**

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## **REVIEWS**

At various times, I may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or software applications. Any such reviews will represent the good-faith opinions of the author of such review. The products and services reviewed may be provided to OAL for free or at a reduced price as an incentive to provide a review.

Regardless of any such discounts, I will provide honest reviews of these products and/or services. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this website.

I will disclose the existence of any discounts or incentives received in exchange for providing a review of a product. If you would like more information about any such discounts and incentives, send an email to [admin@anorganizedafterlife.com](mailto:admin@anorganizedafterlife.com) that includes the title of the reviewed product as the subject line. I will respond via email and disclose any incentives or discounts I received in association with any such review.

## **NO ENDORSEMENTS**

From time to time, OAL will refer to other products, services, coaches, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. OAL provides this information as a reference for users. It is your responsibility to conduct your own investigation and make your own determination about any such product, service, coach, consultant, and/or expert.

## **TESTIMONIALS**

At various places on this Website, you may find testimonials from clients and customers of the products and services offered on this Website or by OAL. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

Although these testimonials are truthful statements about results obtained by these clients and/or customers, the results obtained by these clients and/or customers are not necessarily typical. You specifically recognize and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or services offered on this Website or by OAL.

## **ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

I reserve the right to withdraw or amend this Website and any service or material provided on the Website in my sole discretion and without notice. I will not be liable for any reason if all or part of the Website is unavailable. From time to time, I may restrict access to some or all of the Website.

To access the Website or some of its resources, you may be asked to provide information. It is a condition of your use of the Website and any of its resources that all the information you provide is correct, current, and complete. You agree all information you provide is governed by my Privacy Policy, and you consent to all actions I take with respect to your information consistent with my Privacy Policy.

## **NO UNLAWFUL OR PROHIBITED USE AND INTELLECTUAL PROPERTY**

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As a condition of your use of the Website, you warrant to OAL that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

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## **ACCURACY AND PERSONAL RESPONSIBILITY**

As set forth more fully in the Disclaimer, I have done my best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information, but I cannot guarantee the accuracy of the information. Neither OAL nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

## **NO GUARANTEES AS TO RESULTS**

As set forth more fully in the Disclaimer, you agree that OAL has not made any guarantees about the results of taking any action, whether recommended on this Website or not. OAL provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of OAL.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients of OAL or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

## **EMAIL AND OTHER ELECTRONIC COMMUNICATIONS**

Visiting the Website or sending emails to OAL constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that I provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

I would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to OAL. Any such email or other electronic communication, however, does not create a business relationship, including an attorney-client relationship, or any contractual relationship. As set forth more fully in my Privacy Policy, I will take reasonable steps to ensure that any communications remain confidential, but I cannot guarantee the security of such communications and cannot guarantee that I would not be required to disclose such communications as a result of a court order.

## **USE OF TEMPLATES AND FORMS**

OAL provides various templates and/or forms for download on this Website. OAL grants you a limited, personal, non-exclusive, non-transferable license to use my templates and/or forms for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the templates and/or forms in any manner, except for modifications in filling out the templates and/or forms for your authorized use.

By downloading Forms, you agree that the Forms you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of OAL.

## **USE OF PAID COURSES, PROGRAMS, AND ASSOCIATED MATERIAL**

OAL may provide courses, programs, and associated material for sale on this Website. OAL grants you a limited, personal, non-exclusive, non-transferable license to use my courses, programs, and associated material (collectively the "Courses") for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Courses in any manner.

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## **USE OF FREE DOWNLOADABLE CONTENT**

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## **LIMITATION OF LIABILITY**

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BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

## **ARBITRATION**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Website, OAL, any and all contracts you enter into with OAL, and any and all of OAL's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration in Minnesota. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against OAL. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

## **INTERNATIONAL USERS**

The Service is controlled, operated and administered by OAL from within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use OAL Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless OAL, its owners, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. OAL reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with OAL in asserting any available defenses.

## **TERMINATION AND ACCESS RESTRICTION**

OAL reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, and you hereby consent to resolve any and all disputes arising under or related to this Website or the Terms of Use pursuant to the Arbitration Clause above. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

## **NO JOINT VENTURE OR OTHER RELATIONSHIP**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and OAL as a result of this agreement or use of the Website. OAL's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of OAL's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by OAL with respect to such use.

## **SEVERABILITY**

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

## **ENTIRE AGREEMENT**

Unless otherwise specified herein, this agreement, along with the Privacy Policy and Disclaimer, constitutes the entire agreement between the user and OAL with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and OAL with respect to the Website.

## **CHANGES TO TERMS**

OAL reserves the right, in its sole discretion, to change these Terms. The most current version of the Terms will supersede all previous versions. OAL encourages you to periodically review the Terms to stay informed of my updates.

## **CONTACT US**

Please contact OAL with any questions or comments regarding the Terms:

Jennifer Gumbel, d/b/a An Organized (after)Life

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