

TERMS & CONDITIONS of USE

User Agreement

Effective Date: October 1, 2020

Please read these Terms and Conditions of Use carefully before you start to use the Website. By accessing and using the Website or any online account you create on our Website, you accept without modification all the terms, conditions, and notices contained in these Terms and Conditions. **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE OR THE HEAD TRASH PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.** Accordingly, under the General Data Protection Regulation, or “GDPR,” users in the European Union (“EU”) acknowledge and consent to HeadTrash’s processing of personal data by HeadTrash as necessary for the legitimate interest of performing our services to you.

This website and any related websites (“the Website”) and the services available through the Website are operated by HeadTrash, represented by HeadTrash brand name (“HeadTrash,” Company,” “we,” “our,” and “us”). These Terms and Conditions constitute a legal agreement between you (“you,” “your,” “user,” and “customer”) and HeadTrash. The Website allows you to participate in surveys and questionnaires designed to provide insight into your HeadTrash™, BIG LIES™, People Technology™ tools, and Coaching resources.

This Website is owned and operated by HeadTrash, which consists of Its subsidiaries (collectively, " HeadTrash").

Modification of Terms and Conditions

HeadTrash may update or change the terms, conditions, and notices for the Website services from time to time in order to reflect changes in the services, changes in the law, or for other reasons as deemed necessary by HeadTrash, in its sole discretion. Your continued access to or use of the Website after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, any new features that change or improve the Website shall be subject to these Terms and Conditions of Use, as modified from time to time.

User Account Security

Every User that has an account on the Website is responsible for (1) keeping his or her account password confidential and secure and avoiding unauthorized access to such User's computer or other devices. The User acknowledges that is necessary to keep the contact information, and especially the account current email address current because although the

User Account Security Continued

User may be able to log into his or her HeadTrash account using an old e-mail address, such as an e-mail address that was previously associated with the User's account. User will not receive messages from HeadTrash about their orders and inquiries or other matters.

You accept full responsibility for all activities that occur with your HeadTrash User Account or within the myHeadTrash.com Website, whether or not authorized by you.

Licenses and Restrictions

HeadTrash grants you a limited, nonexclusive, revocable license to access and make personal, non-commercial use of the Website, its Content (as that term is defined in the "Intellectual Property" paragraph below).

You may not modify, download, reproduce, copy, compile, repackage, disseminate, resell, or otherwise use data extracted from the Website, the Content or any portion, User's account, or profile information, for personal or commercial use.

You may not use any robot, spider, data miner, crawler, scraper, or other automated means to access or index the Website or its systems, the Content, or any portion for any purpose.

You will not attempt to interfere or attempt to interfere with the proper working of the Website, bypass any measures used by HeadTrash to prevent or restrict access to any portion of the Website or the Content, probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.

You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Company systems or networks, or any systems or networks connected to the Site or to Company.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or others.

You may not use the Site to perform any form of harassment. HeadTrash reserves the right to contact appropriate legal authorities in the event you are suspected to have performed such actions.

Any unauthorized use of the Website, the Content, or any portion or derivative thereof shall terminate any license or permissions, or User ID granted by HeadTrash.

Modification to Website and Content

At any time, for any reason, and without notice, HeadTrash reserves the right to; modify, suspend or terminate operation of or access to all or part of the Website; add, change or delete any and all content contained on the Website; and suspend Website availability to perform maintenance.

Access to and Use of the Discover your BIG LIE Assessment (The BIG LIE Test)

You acknowledge and agree that the BIG LIE test, the immediate overview provided upon completion of the test, as well as the more extensive reports (referred to "HeadTrash Materials"), are intended to provide information only to you and are solely for your personal, non-commercial use. You may not sublicense, transfer, or otherwise make available or modify any of these materials to any third party for commercial purposes without a written agreement between you and HeadTrash.

Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information (other than personal identifying information subject to the HeadTrash Privacy Policy), provided by you in the form of e-mail or submissions to HeadTrash, or postings on the Website, are non-confidential and shall become the sole property of HeadTrash. HeadTrash shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

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Limitation or Liability

IN NO EVENT shall HEADTRASH, or Its directors, employees, or shareholders BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY Direct, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, or ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHER FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, THE WEBSITE.

Applicable Law

These Terms and Conditions of Use, and any legal actions or proceedings relating to the use of the Website, shall be governed by and construed in accordance with the laws of the State of Arizona, U.S.A. Each party to these Terms and Conditions of Use agrees that any suit, action, or proceeding at law or in equity arising out of or relating to these terms and conditions or your use of this site shall be filed only in the state and federal courts sitting in Maricopa County in the State of Arizona, and waives any jurisdictional, venue, or inconvenience forum objections to such courts.

Termination of Access

HeadTrash reserves the right to suspend or terminate your User Account to the Website and HeadTrash Materials without prior notice, for any reason and at the sole discretion of HeadTrash.

HeadTrash may issue a warning, temporarily suspend, indefinitely suspend or terminate any User's right to use or access all or any part of the Website including any account thereon, without notice, for any reason at HeadTrash's sole discretion, including, without limitation, violation of the Terms and Conditions of Use,

Delivery Policy

After placing your order for services on the Website, you will either be immediately given access to purchased services or you will receive an email with instructions. If you are given immediate access to services, your opening of HeadTrash Materials will constitute delivery to you of the item(s) you purchased. If you receive an email from us with instructions to access the services, the receipt by you of the email will constitute delivery by us to you of the item(s) you purchased.

Refund Policy

Physical goods purchased from HeadTrash may be returned for a full refund within 14 days of receipt. Physical Items must be returned undamaged in the original packaging with all components Included. The packaging and components must be in resalable condition.

Physical goods should be returned to:

HeadTrash
2301 E Washington
Phoenix AZ 85034

For digital products where a downloadable sample or a product preview is available, the following cases are not eligible for a refund: 1) the buyer doesn't want it after they've downloaded it; 2) the item or the process did not meet their expectations; 3) the buyer simply changed their mind.

In accessing and using the Website, you accept without modification all the terms, conditions, and notices contained in the Delivery & Refund Policy.

Privacy Policy

To use the services of HeadTrash you will be required to register to use the Website, which, as stated above, constitute the agreement to these Terms and Conditions of Use. To set up an account, you will be required to provide information about yourself. It is up to you to decide the extent of the information provided. Additionally, data pertaining to your online transactions and usage may be collected, analyzed, and stored by HeadTrash. HeadTrash agrees that it will only use and/or disclose your personal information in accordance with the terms of the HeadTrash Privacy Policy as noted The Privacy Policy is hereby incorporated by reference into these Terms and Conditions. By agreeing to these Terms and Conditions, you are also agreeing to the Privacy Policy. In accessing and using the Website, you accept without modification all the terms, conditions, and notices contained in the Privacy Policy.

Other

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