

## TERMS OF SERVICE

These Terms of Service sets forth the obligations relating to your use of the website CoachKalani.com (the "Site"), which is owned and operated by Kalani Sitake More to Life Foundation, Inc., a Utah nonprofit corporation (the "Company"). Please read these Terms of Service carefully before using the Site. Your use of the Site is expressly conditioned on your acceptance of these Terms of Service. Do not use this site if you do not fully agree with the terms and conditions set forth herein. If you have any questions about these Terms of Service, please email [admin@coachkalani.com](mailto:admin@coachkalani.com).

1. Use of Site. You agree to use the Site only for legitimate purposes. You agree to provide only truthful and accurate information to the Site and you are prohibited from transmitting any information that contains a virus, bug, or other harmful item. You further agree that you will not violate any copyright or other law with respect to your use of the Site.
2. Age. You agree that you are at least 14 years old.
3. Privacy. You have read and agree to the Site's Privacy Policy.
4. Exclusion of Warranty. To the maximum extent allowed by law, the Company and the Site make no warranty of any kind regarding the Site and/or materials provided on the Site, all of which are provided on an "as-is" basis. Many of the links, articles, and other data on the Site is provided by third parties and the Company and/or the Site does not warrant the truth or accuracy of any statements on the Site. The Company and the Site further make no warranty of any kind regarding the links to other websites on the Site and the content present at said links, all of which links are provided on an "as-is" basis.
5. Limitation of Liability. The Site and/or the Company assumes no responsibility and shall not be liable for any damages that occurred based on your access to or use of the Site, including but not limited to (i) damages to your computer equipment or other property that may result from viruses, bugs, or any cause; and (ii) any and all losses, injuries, or claims of any kind resulting directly or indirectly from your use of the Site.
6. Indemnification. To the maximum extent allowed by law, you shall defend and indemnify the Company and/or the Site from and against any claim, loss, cause of action or demand, including attorney's fees, brought against the Company and/or the Site by any third party as a result of your use of the Site.
7. Applicable Law. These Terms of Service shall be governed by, and construed in accordance with, the internal laws of the State of Utah. Any legal action or proceeding with respect to these Terms of Service shall be brought only in the circuit courts of Utah, or the United States District Court for the District of Utah, and, by your use of the Site, you hereby accept, generally and unconditionally, the jurisdiction of the aforesaid courts. The Parties hereby irrevocably waive any objection, including, without limitation, any forum non conveniens, which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.