

Terms of Service

1. Acceptance of Terms; Binding Agreement

These Terms of Service (the “Terms”) constitute a legally binding agreement between you (“Client,” “you,” or “your”) and Her Last Call, LLC (“HLC,” “Company,” “we,” “us,” or “our”) governing your access to and use of HLC’s website(s), mobile applications, programs, training materials, community platforms, content, and any related services (collectively, the “Services”).

By accessing, purchasing, enrolling in, or otherwise using any portion of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms in their entirety, you are not authorized to access or use the Services.

These Terms incorporate by reference, and are intended to be read in conjunction with, any applicable service agreement, program agreement, order form, or enrollment terms entered into between you and HLC (collectively, the “Service Agreement”). In the event of any conflict between these Terms and a Service Agreement, the applicable Service Agreement shall control solely with respect to the specific subject matter addressed therein, and these Terms shall otherwise remain in full force and effect.

By using the Services, you represent and warrant that you are at least eighteen (18) years of age and have the full right, power, and authority to enter into this Agreement and to perform your obligations hereunder. The Services are not directed to, and may not be used by, minors. If you are entering into this Agreement on behalf of a business entity, you further represent and warrant that you have the authority to bind such entity to these Terms, in which case “Client” shall refer to such entity.

HLC reserves the right, in its sole discretion, to modify, update, or revise these Terms at any time. Any such modifications shall become effective upon posting to the website or otherwise providing notice to you. Your continued use of the Services following such modifications constitutes your acceptance of the revised Terms.

HLC further reserves the right, at any time and in its sole discretion, to suspend, restrict, or terminate your access to the Services, in whole or in part, for any reason or no reason, including, without limitation, for any violation of these Terms.

2. Definitions

For purposes of these Terms, the following capitalized terms shall have the meanings set forth below. Defined terms shall apply equally to the singular and plural forms as the context requires.

“Agreement” means these Terms of Service, together with any applicable Service Agreement, order form, enrollment terms, policies, or other documents expressly incorporated herein by reference.

“Client,” “you,” or “your” means the individual or entity accessing or using the Services, including any person acting on such individual’s or entity’s behalf.

“Company,” “HLC,” “we,” “us,” or “our” means Her Last Call, LLC, together with its affiliates, successors, and assigns.

“Confidential Information” means all non-public, proprietary, or confidential information disclosed or made available by Company, whether orally, visually, electronically, or in writing, including but not limited to training materials, coaching methodologies, frameworks, scripts, strategies, business models, pricing, program structure, job opportunities, community discussions, member information, and any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

“Content” means all materials, information, data, text, graphics, images, audio, video, software, or other content made available through the Services, including Program Materials.

“Platform” means any website, mobile application, software, portal, communication channel, or system operated, controlled, or made available by Company, including but not limited to the HLC application, Discord, Slack, email communications, and any related or successor platforms.

“Program” means any coaching, training, mentorship, educational, or professional development program offered by Company, including all tiers, variations, and related offerings.

“Program Materials” means all materials, content, resources, and information provided in connection with a Program, including but not limited to course modules, videos, recordings, templates, scripts, frameworks, documents, presentations, and any related content.

“Services” means, collectively, the Programs, Program Materials, Platform access, community access, coaching, training, mentorship, events, job board access, and any other products or services provided by Company, whether free or paid.

“Service Agreement” means any separate agreement, order form, enrollment agreement, or terms governing Client’s participation in a specific Program or purchase of Services.

“Third-Party Services” means any services, platforms, websites, employers, companies, or opportunities that are not owned or controlled by Company, including but not limited to job opportunities, payment processors, communication platforms, and social media platforms.

“User Content” means any information, data, content, communications, or materials submitted, uploaded, transmitted, or otherwise provided by Client through the Services, including but not limited to messages, recordings, outreach materials, and communications with third parties.

Any terms not defined herein shall have their plain and ordinary meaning consistent with the context in which they are used.

3. Nature of Services; No Employment or Agency Relationship

Client acknowledges and agrees that the Services are educational, informational, and coaching-based in nature and are designed to provide training, mentorship, and general guidance related to sales, professional development, and business skills. The Services do not constitute employment services, recruiting services, placement services, or staffing services, and Company does not act as an employer, recruiter, broker, or agent for Client.

Client further acknowledges that participation in any Program does not guarantee employment, job placement, client acquisition, business opportunities, commissions, income, or any specific results. Any references to potential opportunities, earnings, or outcomes are illustrative only and are not representations or guarantees of future performance.

Client understands and agrees that Company does not supervise, control, or direct Client's independent activities, including Client's communications, outreach efforts, sales activities, or engagement with any third parties. Client remains solely responsible for all decisions, actions, and outcomes arising from Client's participation in the Services.

To the extent Company provides access to job boards, introductions, networking opportunities, or connections with third parties, such opportunities are provided solely for informational and convenience purposes. Company does not vet, control, endorse, or guarantee any third-party opportunity, employer, company, or individual, and any relationship or transaction entered into by Client with any third party is solely between Client and such third party. Company shall have no responsibility or liability arising out of or relating to any such third-party interactions, agreements, or outcomes.

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between Client and Company. Client shall not represent, imply, or otherwise hold themselves out as an employee, agent, partner, or representative of Company for any purpose.

Client further acknowledges that the value derived from the Services is dependent upon Client's own effort, participation, experience, competency, and implementation, and that Company makes no representations regarding the level of success Client may achieve.

4. Account Registration; Access Credentials

Access to certain Services may require you to create an account or otherwise provide registration information. You agree to provide accurate, current, and complete information and to update such information as necessary to keep it accurate. You may not create an account using false information, impersonate any person or entity, or create more than one account without Company's prior written consent.

You are solely responsible for maintaining the confidentiality and security of your login credentials and for all activities that occur under your account, whether or not authorized by you. You agree to notify Company immediately of any unauthorized use of your account or any other breach of

security. Company shall not be liable for any loss or damage arising from your failure to safeguard your credentials.

Subject to your compliance with this Agreement, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services for your personal professional development. Access to the Services is a privilege, not a right, and may be suspended or terminated by Company at any time in its sole discretion, with or without notice, including for any violation of this Agreement.

You agree not to: (i) share, transfer, sell, lease, or sublicense access to your account or the Services to any third party; (ii) access the Services for the benefit of any third party or for any commercial purpose not expressly authorized by Company; (iii) attempt to circumvent any access controls or security measures; or (iv) access or use the Services in any manner that could damage, disable, or impair the Platform or interfere with any other user's access or use.

Company reserves the right, in its sole discretion, to suspend, restrict, or terminate your account and access to the Services at any time, with or without notice, for any reason, including but not limited to suspected fraud, unauthorized use, violation of this Agreement, or conduct deemed harmful to Company or its users. Upon termination, your right to access and use the Services shall immediately cease.

5. Program Access; License; Use Restrictions

Subject to Client's compliance with this Agreement and timely payment of all applicable fees, Company grants Client a limited right to access and participate in the applicable Program for the duration of the Term. Access to the Program, including any coaching sessions, events, community platforms, job boards, and Program Materials, shall be provided in accordance with the selected tier and as determined by Company in its sole discretion. Company reserves the right to modify, substitute, reschedule, or discontinue any component of the Program at any time. Client acknowledges that access to the Services is typically provided within twenty-four (24) hours of purchase, although delivery times may vary.

All Services, Content, and Program Materials are and shall remain the exclusive property of Company or its licensors. Subject to the terms and conditions of this Agreement, Company grants Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Program Materials solely for Client's personal professional development and participation in the Program. No ownership rights are conveyed to Client under this Agreement.

Client agrees that it shall not, directly or indirectly: (i) copy, reproduce, record, distribute, publish, display, perform, transmit, or otherwise exploit any Program Materials, in whole or in part, without Company's prior written consent; (ii) modify, adapt, translate, reverse engineer, decompile, or create derivative works based on the Services or Program Materials; (iii) share, sell, license, transfer, or otherwise make the Services or Program Materials available to any third party; (iv) use the Services or Program Materials to develop, offer, or assist in the development of any competing

product, service, or program; or (v) remove, alter, or obscure any proprietary notices or intellectual property markings.

Client acknowledges and agrees that Company may record coaching calls, events, community interactions, and other Program-related activities for quality control, training, compliance, protective, and promotional purposes. Client consents to such recording and agrees that Company shall have the right to use such recordings in accordance with this Agreement. Client shall not record, copy, or distribute any portion of the Services without Company's prior written consent.

Company reserves the right, in its sole discretion, to suspend, restrict, or revoke Client's access to the Program or any portion of the Services at any time, with or without notice, for any violation of this Agreement or for any conduct deemed detrimental to Company, its Programs, or its community. Upon revocation or termination, Client's license to access and use the Services shall immediately terminate, and Client shall cease all use of the Program Materials.

6. Client Obligations

Client acknowledges that successful participation in the Services requires active engagement, consistent effort, and adherence to the standards and expectations established by Company. Accordingly, Client agrees to participate in the Services in good faith and to take all steps necessary to derive value from the Program, including attending scheduled coaching calls, events, and sessions as made available by Company. Client understands that failure to attend live sessions does not entitle Client to rescheduling, credit, or refund, and that Company is not obligated to provide recordings or make-up sessions, although it may do so in its discretion.

Client agrees to actively engage in all aspects of the Program, including participating in role-play exercises, mock call trainings, group discussions, and other collaborative components, and to take proactive steps toward professional development. Client acknowledges that passive participation will materially limit the value derived from the Services and that Company shall have no responsibility or liability for Client's failure to engage, apply to opportunities, or otherwise take reasonable action to implement the Services.

Client further agrees to provide outreach communications, call recordings, scripts, and other requested materials for review, feedback, or audit by Company, as requested, and acknowledges that Company's ability to provide meaningful feedback is dependent upon Client's timely and complete submission of such materials. Client represents that it has all necessary rights and permissions to share any such materials and that such materials do not violate any third-party rights.

Client agrees to implement the strategies, frameworks, scripts, and recommendations provided through the Services and acknowledges that outcomes depend primarily on Client's independent execution and consistency. Client remains solely responsible for all communications, outreach efforts, sales activities, and business decisions undertaken during or after participation in the Program.

Client agrees to conduct itself in a professional, respectful, and constructive manner in all interactions with Company, its representatives, and other participants, and to comply with all community standards, platform rules, and policies. Company reserves the right to suspend or terminate Client's access to the Services for any conduct deemed disruptive, inappropriate, or inconsistent with such standards, without refund or further obligation. Client agrees to comply with all applicable federal, state, and local laws, rules, regulations, and third-party platform requirements in connection with Client's use of the Services.

Client acknowledges that, due to the virtual nature of the Services, timely communication is essential, and agrees to respond promptly to inquiries, requests, and communications from Company and its fulfillment team. Client understands that delays in communication may result in delays in the provision of Services and that Company is not responsible for such delays. Client further agrees that poor planning, last-minute requests, or miscommunications on the part of Client shall not constitute an emergency or priority obligation for Company, and that Client shall provide all necessary information, clarification, and cooperation required for Company to perform the Services effectively.

Client agrees that, during participation in the Services and at all times thereafter, Client shall not, directly or indirectly, make, publish, communicate, or otherwise disseminate any statements, comments, or content that disparage, defame, or could reasonably be expected to harm the reputation, goodwill, or business interests of Company or any of its officers, members, managers, employees, contractors, coaches, affiliates, or representatives. This restriction applies to all forms of communication, whether oral or written, including but not limited to statements made on social media, online forums, review platforms, private groups, direct messages, email communications, podcasts, interviews, or any other public or private medium. Client further agrees not to encourage, induce, or assist any third party in making any such disparaging or negative statements. Client also agrees not to take any action that is reasonably likely to harm Company's reputation, community environment, or relationships with its users, clients, or partners.

7. Prohibited Conduct; Non-Solicitation; Community Protection

Client acknowledges that access to the Services, including all Programs, Platforms, communities, events, and communication channels, is granted solely for the purpose of participating in Company's training, coaching, and professional development offerings, and not for any independent commercial, promotional, or competitive purpose. Client agrees that, during participation in the Services and at all times thereafter, Client shall not, directly or indirectly, promote, market, solicit, recruit, advertise, or otherwise offer any external opportunities, services, programs, or business ventures to any other users, participants, coaches, staff, contractors, or affiliates of Company, without Company's prior written consent.

Without limiting the foregoing, Client shall not use the Services or any Platform to promote or recruit for financial services, insurance opportunities, high-ticket offers, coaching programs, masterminds, agencies, affiliate or referral programs, commission-based roles, or any other

opportunity not expressly authorized in writing by Company. Client further agrees not to use any aspect of the Services, including but not limited to community platforms, live calls, events, direct messages, email communications, or social media connections formed through participation in the Program, for personal financial gain, lead generation, recruitment, deal sourcing, or any purpose unrelated to the Services.

Client agrees not to represent, imply, or suggest that any external opportunity, business, or offering is endorsed by, affiliated with, partnered with, or approved by Company. Client further agrees not to take any action designed to divert, solicit, or recruit any participant, user, or contact obtained through the Services for Client's own benefit or for the benefit of any third party.

Client acknowledges that any violation of this Section constitutes a material breach of this Agreement and may cause substantial and irreparable harm to Company, including financial loss, reputational damage, and disruption of its Programs and community. Accordingly, Company reserves the right, in its sole discretion, to take any action it deems appropriate in response to such conduct, including issuing warnings, suspending or terminating access to the Services, permanently removing Client from all Programs and Platforms, and denying any refund or credit under any circumstances.

In addition to the foregoing, Company reserves all rights to pursue any remedies available at law or in equity, including but not limited to claims for damages, injunctive relief, and recovery of losses, costs, and expenses arising from Client's conduct. Client acknowledges that monetary damages alone may be insufficient to remedy such harm and agrees that Company shall be entitled to seek equitable or injunctive relief, without the requirement of posting bond, to the fullest extent permitted by law.

8. Fees; Payment; No Refunds; Chargebacks; Satisfaction Guarantee

Client agrees to pay all fees associated with the Services in accordance with the applicable Service Agreement, order form, or checkout terms, and acknowledges that timely payment is a material condition of access to and continued participation in the Services. All payments shall be made in U.S. dollars unless otherwise specified and are due as set forth at the time of purchase. Company reserves the right, in its sole discretion, to suspend or restrict access to the Services in the event of any late, declined, reversed, or failed payment, and Client acknowledges that any such interruption may delay or impair the delivery and effectiveness of the Services.

Except as expressly provided below, all fees paid to Company are final and non-refundable, and Client expressly agrees that it shall not initiate or pursue any chargeback, dispute, or reversal with any payment processor, credit card company, or financial institution for any amounts properly due under this Agreement. Client acknowledges that any attempt to initiate a chargeback or payment dispute constitutes a material breach of this Agreement. In the event of any past-due amount and to the extent permissible under applicable law, Client agrees to pay a late fee equal to five percent (5%) of the overdue balance, together with a service charge of one and one-half percent (1.5%)

per month (eighteen percent (18%) annually), or the maximum rate permitted by law, whichever is less, until paid in full. If any payment is returned, declined, or otherwise not honored, or if Client stops payment, Client agrees to pay an additional fee equal to the greater of five percent (5%) of the amount due or twenty-five dollars (\$25.00), in addition to any applicable late fees and service charges.

In the event Client initiates a chargeback or payment dispute and such chargeback is subsequently reversed, denied, or otherwise determined to be improper by a court, arbitrator, or payment processor, Client agrees that Company shall be entitled to recover, in addition to the disputed amount, a chargeback administration fee equal to thirty percent (30%) of the total contract amount, which Client agrees represents a reasonable estimate of the costs, administrative burden, dispute resolution expenses, and lost business opportunities incurred by Company.

Notwithstanding the foregoing, Company offers a limited Satisfaction Guarantee subject to strict compliance with the conditions set forth herein. Client may request a refund within forty-five (45) days of the date of purchase only if Client has fully completed all Program requirements and can demonstrate consistent, good faith effort and participation. To be eligible, Client must complete one hundred percent (100%) of all course materials, as verified by Company through platform analytics; secure and close at least one creator partnership meeting with a creator meeting Company's specified criteria, including minimum follower count, recent activity, and active high-ticket offer; provide proof of a signed agreement with such creator; demonstrate at least thirty (30) consecutive days of active engagement with such creator, supported by dated communications; fully implement Company's outreach system, including sending at least fifty (50) personalized outreach videos within the forty-five (45) day period; maintain and submit timestamped outreach logs through a CRM or spreadsheet; demonstrate engagement responses reflecting at least a twenty percent (20%) response rate, including a minimum of twenty (20) replies; submit a signed and dated written declaration, under penalty of perjury, stating that despite satisfying all requirements Client does not believe the Program provided fair value; and provide full and unrestricted access to all relevant materials, including outreach activity, CRM logs, creator communications, and any related accounts, within seven (7) days of Company's request.

All documentation required to support a refund request must be submitted in a single, complete package to support@herlastcall.com within forty-five (45) days of purchase, and incomplete submissions shall not be reviewed. This Satisfaction Guarantee applies solely to Program fees actually paid to Company and excludes any discounts, promotional pricing, unpaid balances, or third-party costs, including advertising spend, software, or related expenses. The Satisfaction Guarantee may be exercised only once per Client, is non-transferable, and applies solely to the original purchaser. Company reserves the right, in its sole discretion, to review all submissions, require completion of any missing criteria, and determine eligibility for a refund, and all such determinations shall be final to the fullest extent permitted by law.

The remedies set forth in this Section are cumulative and in addition to any other rights and remedies available to Company at law or in equity.

9. Confidentiality; Intellectual Property; Use of Materials

Client acknowledges that, in connection with participation in the Services, Client will receive or have access to Confidential Information belonging to Company, including but not limited to Program Materials, training content, coaching methodologies, frameworks, scripts, business strategies, pricing models, community discussions, member information, and other proprietary information. Client agrees that all such Confidential Information is and shall remain the exclusive property of Company and shall be protected as confidential and proprietary.

Client agrees to maintain the confidentiality of all Confidential Information and shall not, directly or indirectly, disclose, distribute, publish, reproduce, or otherwise make available any Confidential Information to any third party without Company's prior written consent. Client further agrees not to use any Confidential Information for any purpose other than Client's personal participation in the Services and professional development. Without limiting the foregoing, Client shall not copy, record, screenshot, download, distribute, or otherwise disseminate any Program Materials, coaching sessions, community communications, or related content, except as expressly permitted in advance by Company in writing.

Client further agrees that it shall not use any Confidential Information to create, develop, offer, or assist in the creation of any competing program, service, product, or business, whether during the Term or at any time thereafter. Client acknowledges that such information constitutes valuable proprietary business information and trade secrets of Company, and would be deemed unfair competition if Client uses it in breach of these Terms.

All Content, Program Materials, and Services are protected by intellectual property laws and are owned by or licensed to Company. Except for the limited license expressly granted herein, no rights, title, or interest in or to the Services or any Content are transferred to Client. Client agrees not to infringe, misappropriate, or otherwise violate Company's intellectual property rights and not to remove, alter, or obscure any copyright, trademark, or proprietary notices.

Client acknowledges that any unauthorized use or disclosure of Confidential Information or Program Materials may cause irreparable harm to Company for which monetary damages alone would be inadequate. Accordingly, Company shall be entitled to seek injunctive relief, equitable remedies, and any other relief available at law or in equity, without the requirement of posting bond, to the fullest extent permitted by law.

The obligations set forth in this Section shall survive the expiration or termination of this Agreement indefinitely, for so long as the Confidential Information remains confidential or proprietary in nature.

10. Testimonials; Promotional Use; Likeness

Client acknowledges and agrees that, in connection with participation in the Services, Client may provide feedback, testimonials, comments, communications, or other content relating to Client's experience (collectively, "Testimonials"). Client hereby grants Company and its affiliates, successors, and assigns a perpetual, worldwide, irrevocable, royalty-free, fully transferable, and sublicensable right and license to use, reproduce, publish, distribute, display, edit, modify, and otherwise exploit such Testimonials, in whole or in part, for marketing, promotional, advertising, and business purposes, in any format or medium now known or hereafter developed, without further notice, approval, or compensation to Client.

Client acknowledges and agrees that Testimonials may include, without limitation, written statements, social media posts, community messages, chat communications, survey responses, audio recordings, video recordings, screenshots, and statements made during coaching sessions, events, or other Program-related activities. Client further grants Company the right to use Client's name, likeness, voice, image, and general participation in connection with such Testimonials and promotional materials.

Client represents and warrants that any Testimonials or statements provided by Client shall be truthful, accurate, and reflect Client's genuine experience. Client acknowledges that Company may edit Testimonials for length, clarity, formatting, or promotional purposes, provided that such edits do not materially alter the substance of the statements.

Client waives any right to inspect or approve any final use of Testimonials or promotional materials and further waives any claims for compensation, royalties, or other payment arising from Company's use of such Testimonials or related content.

11. Disclaimers; No Guarantee of Results; Third-Party Services

Client acknowledges and agrees that the Services are provided for educational and informational purposes only and that Company makes no representations or warranties regarding any specific results or outcomes. Without limiting the foregoing, Company does not guarantee employment, job placement, client acquisition, commissions, income, revenue, business growth, or any other financial or professional outcome. Client further acknowledges that any examples, testimonials, case studies, or statements regarding potential results are illustrative only and are not intended to represent or guarantee that Client will achieve the same or similar results.

Client understands that outcomes depend on many factors outside Company's control, including but not limited to Client's individual effort, experience, skill level, consistency of participation, market conditions, third-party decisions, and Client's independent implementation of strategies provided through the Services. Client agrees that Company shall not be responsible for Client's failure to achieve any desired results or outcomes.

THE SERVICES, PROGRAMS, PLATFORM, CONTENT, AND ALL PROGRAM MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR MEET CLIENT’S EXPECTATIONS.

Client further acknowledges that Company does not control, endorse, or guarantee any Third-Party Services, including but not limited to job opportunities, employers, companies, platforms, or individuals introduced or made available through the Services. Any engagement or transaction between Client and any third party is solely between Client and such third party, and Company shall have no responsibility or liability arising from or relating to any such interactions, agreements, or outcomes. Client assumes all risk associated with such third-party engagements and use or access to the Services and agrees that Company shall not be liable for any loss, damage, or dispute arising therefrom.

12. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall Company or its affiliates, officers, members, managers, directors, employees, agents, contractors, coaches, licensors, or service providers be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of business opportunity, loss of data, or business interruption, arising out of or relating to this Agreement or the use of, or inability to use, the Services, even if Company has been advised of the possibility of such damages.

Without limiting the foregoing, Client expressly acknowledges and agrees that Company shall not be liable for any decisions, actions, or outcomes resulting from Client’s participation in the Services, including but not limited to Client’s communications, outreach efforts, sales activities, business practices, or engagement with any third parties, including employers, clients, or opportunities identified through the Services. Client further agrees that Company shall have no liability for any loss or damage arising from Client’s reliance on any information, content, or materials provided through the Services.

In all events, Company’s total cumulative liability to Client for any and all claims, damages, losses, or causes of action arising out of or relating to this Agreement or the Services shall not exceed the total amount actually paid by Client to Company for the Services giving rise to the claim. The existence of multiple claims shall not enlarge or extend this limitation.

Client acknowledges and agrees that the fees charged by Company reflect the allocation of risk set forth in this Agreement and that Company would not provide the Services on the same terms

without these limitations. Client further agrees that the limitations set forth in this Section shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and shall survive the failure of any limited remedy.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so portions of this Section may not apply to Client to the extent prohibited by applicable law. In such jurisdictions, Company's liability shall be limited to the maximum extent permitted by law.

13. Indemnification

Client agrees to defend, indemnify, and hold harmless Company and its affiliates, officers, members, managers, directors, employees, agents, contractors, representatives, attorneys, coaches, licensors, successors, and assigns from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs of investigation and defense, arising out of or relating, directly or indirectly, to Client's access to or use of the Services, Client's participation in any Program, Client's communications, outreach efforts, sales activities, or business practices, or Client's engagement with any third-party opportunities, companies, employers, or individuals, whether or not identified through the Services.

Without limiting the foregoing, Client's indemnification obligations shall include any claims arising out of or relating to Client's failure to comply with applicable laws, rules, regulations, or third-party platform terms, including those governing sales, marketing, consumer protection, employment, or communications; any allegation that Client's content, communications, recordings, outreach materials, or business activities infringe, misappropriate, or otherwise violate any intellectual property, privacy, publicity, or contractual rights of any third party; Client's misuse or unauthorized distribution of any Program Materials or Confidential Information; and any breach by Client of its representations, warranties, or obligations under this Agreement.

Client acknowledges that Company does not supervise or control Client's independent activities and that Client is solely responsible for all actions taken in connection with the Services. Accordingly, Client agrees that Company shall have no responsibility for, and shall be indemnified against, any claims arising from Client's independent conduct. Client's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Termination; Suspension

Company reserves the right, in its sole discretion, to suspend, restrict, or terminate Client's access to the Services, in whole or in part, at any time, with or without notice, for any reason or no reason, including but not limited to Client's breach of this Agreement, failure to make timely payment, initiation of a chargeback or payment dispute, violation of any applicable law or third-party platform terms, or any conduct that Company determines to be harmful to its business, reputation, Programs, or community. Client acknowledges that access to the Services is a revocable privilege

and not a right, and that Company shall have no liability arising from any such suspension or termination.

In the event of any payment default, Company may immediately suspend access to the Services until such default is cured. Client acknowledges that any delay in payment may disrupt the timeline of the Services and may result in delays, rescheduling, or diminished effectiveness of the Program, for which Company shall have no responsibility or liability. Any refund eligibility otherwise provided under this Agreement shall be deemed immediately void upon Client's failure to make timely payment.

Client further acknowledges that compliance with community standards, non-solicitation obligations, and all other terms of this Agreement is a material condition of participation in the Services. Any violation of such obligations may result in immediate removal from the Program, termination of access to all Platforms and Services, and forfeiture of any and all fees paid, without refund or credit.

Upon termination for any reason, all rights granted to Client under this Agreement shall immediately cease, including any license to access or use the Services or Program Materials, and Client shall immediately discontinue all use thereof. Any provisions of this Agreement that by their nature should survive termination, including but not limited to payment obligations, confidentiality, intellectual property protections, non-solicitation, limitation of liability, indemnification, and dispute resolution, shall survive in full force and effect.

Client may terminate participation in the Services at any time; however, such termination shall not relieve Client of any payment obligations or entitle Client to any refund, except as expressly provided in the Satisfaction Guarantee, if applicable, timely, and to the extent properly satisfied.

15. Dispute Resolution; Arbitration; Class Action Waiver

Client and Company agree that any dispute, claim, or controversy arising out of or relating to this Agreement, the Services, or the relationship between the parties, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be resolved exclusively through final and binding arbitration, except as otherwise expressly provided herein. The parties agree that arbitration shall be administered by the American Arbitration Association in accordance with its applicable rules then in effect, and the arbitration shall take place in a mutually agreed location, or if no agreement is reached, in the county and state where Company maintains its principal place of business, unless otherwise required by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AND COMPANY HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER SUCH PROCEEDING IS BROUGHT IN ARBITRATION OR IN A COURT OF LAW, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR INJUNCTIVE OR EQUITABLE RELIEF.

Notwithstanding the foregoing, Company shall have the right to seek injunctive or equitable relief in any court of competent jurisdiction to protect its Confidential Information, intellectual property, or other proprietary rights, without the necessity of posting bond, to the fullest extent permitted by law. Client agrees that such relief may be sought in addition to, or in lieu of, arbitration.

Client and Company agree that any arbitration shall be conducted on an individual basis only, and not as a class, collective, consolidated, or representative action. Client expressly waives any right to participate in any class action, class arbitration, or representative proceeding against Company. The arbitrator shall have no authority to consolidate claims or to hear any form of representative or class proceeding.

To the fullest extent permitted by law, Client agrees that any claim or cause of action arising out of or related to the Services must be filed within one (1) year after such claim or cause of action arose, or it shall be permanently barred.

Each party shall bear its own attorneys' fees and costs in connection with any arbitration, except as otherwise required by applicable law or awarded by the arbitrator in accordance with applicable rules. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

If any portion of this Section is found to be unenforceable, the unenforceable portion shall be severed, and the remaining provisions shall remain in full force and effect, except that if the class action waiver is found to be unenforceable, then this entire Section shall be deemed void to the extent required by applicable law.

16. Third-Party Services; External Platforms

Client acknowledges and agrees that the Services may involve or provide access to Third-Party Services, including but not limited to job opportunities, employers, companies, software platforms, communication tools, payment processors, and social media platforms. Such Third-Party Services are not owned, operated, or controlled by Company, and Company makes no representations, warranties, or guarantees regarding the availability, legitimacy, quality, accuracy, or outcomes associated with any such Third-Party Services.

Client agrees that any interaction, communication, agreement, or transaction between Client and any third party is solely between Client and such third party. Company shall have no responsibility or liability arising out of or relating to any Third-Party Services, including but not limited to any employment decisions, compensation arrangements, business dealings, disputes, losses, or damages incurred by Client in connection with such Third-Party Services.

Client further acknowledges that Company does not vet, endorse, or guarantee any third-party opportunity, employer, or individual and that participation in or reliance upon any such opportunity is at Client's sole risk. Client agrees to independently evaluate all Third-Party Services and to comply with all applicable terms, conditions, and policies of such third parties.

To the fullest extent permitted by law, Company shall not be liable for any loss or damage arising from Client's use of or reliance upon any Third-Party Services, including but not limited to direct, indirect, incidental, consequential, or special damages. Client hereby releases Company from any and all claims, demands, or liabilities arising out of or relating to any interactions or transactions with Third-Party Services.

17. Modifications; Updates to Services and Terms

Company reserves the right, in its sole discretion, to modify, update, revise, or discontinue any aspect of the Services, Programs, Platform, or Content at any time, with or without notice. Such modifications may include, without limitation, changes to Program structure, content, delivery methods, schedules, facilitators, features, pricing, or availability. Client acknowledges that the Services are dynamic in nature and agrees that Company shall have no liability arising from any such modifications, provided that Company uses commercially reasonable efforts to maintain the overall value of the Services.

Company further reserves the right to modify or update these Terms at any time in its sole discretion. Any such modifications shall become effective upon posting on the applicable website or Platform or upon providing notice to Client, as determined by Company. Client's continued access to or use of the Services following such modifications constitutes Client's acceptance of the revised Terms.

Client acknowledges and agrees that it is Client's responsibility to review these Terms periodically for updates. If Client does not agree to any modification of these Terms, Client must immediately discontinue use of the Services. Continued use of the Services following any modification shall constitute binding acceptance of such changes.

18. Miscellaneous

This Agreement constitutes the entire agreement between Client and Company with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, representations, and communications, whether written or oral, relating to such subject matter, except for any applicable Service Agreement, which is incorporated by reference as set forth herein. In the event of any conflict between this Agreement and a Service Agreement, the Service Agreement shall control solely with respect to the specific subject matter addressed therein, and this Agreement shall otherwise remain in full force and effect.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect. The failure of Company to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision or any other rights hereunder.

Client may not assign, transfer, delegate, or sublicense any rights or obligations under this Agreement without the prior written consent of Company. Any attempted assignment in violation of this provision shall be null and void. Company may freely assign or transfer this Agreement, in whole or in part, without restriction, including in connection with a merger, acquisition, sale of assets, or similar transaction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Subject to the dispute resolution provisions set forth herein, any legal action or proceeding permitted under this Agreement shall be brought exclusively in the state or federal courts located within the State of Florida, and Client hereby consents to the personal jurisdiction and venue of such courts.

Client agrees that Company's rights and remedies under this Agreement are cumulative and in addition to any other rights and remedies available at law or in equity. Client further acknowledges that any breach of this Agreement by Client may result in irreparable harm to Company for which monetary damages may be inadequate, and that Company shall be entitled to seek injunctive or equitable relief, without the requirement of posting bond, to the fullest extent permitted by law.

The parties agree that this Agreement shall not be construed against either party as the drafter, and that both parties have had the opportunity to review and understand its terms. Any headings used herein are for convenience only and shall not affect the interpretation of this Agreement.

Company shall not be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by events or circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, civil unrest, labor disputes, governmental actions, epidemics, pandemics, failures or disruptions of internet service providers, hosting providers, telecommunications networks, software platforms, or other third-party services, power outages, or any other cause beyond Company's reasonable control (each, a "Force Majeure Event"). In the event of a Force Majeure Event, Company's obligations shall be suspended for the duration of such event, and Company shall use commercially reasonable efforts to resume performance as soon as practicable. Client acknowledges that the Services rely on third-party platforms and infrastructure, and Company shall have no liability for any failure or delay attributable to such third-party disruptions.

Client acknowledges and agrees that, in entering into this Agreement and participating in the Services, Client is not relying upon any representations, warranties, statements, or promises of any kind, whether oral or written, except as expressly set forth in this Agreement. Client further acknowledges that the Services are educational in nature and that Client is solely responsible for exercising independent judgment in evaluating and implementing any information, strategies, or recommendations provided by Company. Client agrees that it has had the opportunity to conduct its own investigation and evaluation of the Services and to consult with independent advisors, including legal, financial, or business advisors, as Client deems appropriate, and that Client is entering into this Agreement voluntarily and based on its own independent assessment.

Client acknowledges and agrees that this Agreement may be entered into electronically and that Client's acceptance of this Agreement, including by clicking "I agree," checking a box, completing a purchase, or otherwise accessing or using the Services, constitutes Client's legally binding signature and assent to the terms hereof. Client further agrees that any electronic records, signatures, or confirmations shall be deemed to have the same legal effect as original written documents and handwritten signatures and shall be admissible in any legal or administrative proceeding to the fullest extent permitted by applicable law.

19. Mobile Messaging Terms; Communications

Client acknowledges and agrees that, to the extent Client opts in to receive SMS/text messages, email communications, or other electronic communications from Company, such communications may include transactional messages, account updates, program-related information, and promotional or marketing content. By providing a telephone number or email address and consenting to receive such communications, Client expressly agrees to receive recurring communications from or on behalf of Company, including messages sent through automated systems or other technologies, to the fullest extent permitted by applicable law.

Client understands that consent to receive communications is not a condition of any purchase unless expressly required by law, and that participation in any messaging program is voluntary. Client further acknowledges that Company does not charge for such communications, but Client is solely responsible for any charges imposed by Client's wireless carrier, internet service provider, or other third-party service providers, including message and data rates.

Client may opt out of SMS/text messaging at any time by following the instructions provided in such messages, including replying "STOP" where applicable, or by contacting Company directly. Client may also opt out of certain email communications by using the unsubscribe link provided in such communications, subject to Company's right to continue sending transactional or service-related communications as necessary. Client acknowledges that opting out of certain communications may impact Client's ability to receive important updates regarding the Services.

Client represents and warrants that any contact information provided to Company is accurate and that Client has the authority to consent to receive communications at such contact points. Client agrees to promptly update Company in the event of any change to such contact information.

To the fullest extent permitted by applicable law, Company shall not be liable for any delayed, failed, or misdirected delivery of any communication, nor for any actions taken or not taken by Client in reliance on such communications. Client further acknowledges that Company may change any communication methods, short codes, or contact channels at any time, and Company shall not be responsible for any failure of Client to receive or respond to communications resulting from such changes.

20. Privacy; Data Use

Client acknowledges and agrees that, in connection with the Services, Company may collect, use, store, and disclose certain personal information and data. Such practices are governed by Company's Privacy Policy, which is hereby incorporated by reference into this Agreement and made a part hereof. The Privacy Policy is available at [Privacy Policy](#) (the "Privacy Policy"). By accessing or using the Services, Client acknowledges that it has read, understood, and agrees to be bound by the Privacy Policy.

Client acknowledges and agrees that Company may use data and information relating to Client's participation in the Services, including but not limited to performance metrics, engagement data, outreach activity, and usage patterns, for purposes of providing, improving, and administering the Services, verifying compliance with Program requirements, enforcing this Agreement, and for internal business and analytics purposes.

Client further acknowledges that communications within the Services, including but not limited to coaching calls, community platforms, and messaging channels, may be monitored or recorded for quality control, training, compliance, and business purposes, and Client consents to such monitoring and recording to the fullest extent permitted by law.

Company will take commercially reasonable measures to protect Client's personal information; however, Client acknowledges that no method of transmission over the internet or method of electronic storage is completely secure, and Company does not guarantee absolute security. Client agrees that Company shall not be liable for any unauthorized access to or use of Client's information, except to the extent required by applicable law.

Client agrees not to upload, share, or transmit any sensitive personal information of third parties without proper authorization and acknowledges that Client is solely responsible for ensuring that any data provided to Company complies with applicable privacy and data protection laws.

Date Last Modified: May 8, 2026