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## Emotion Regulation Masterclass TERMS OF SERVICE

***Thank you for purchasing Emotion Regulation Masterclass ("Product"). All sales are final for this course. By clicking "Buy Now," "Complete Order," or any other phrase on the purchase button, entering your credit card information, or otherwise rendering payment (either in-full or partial) for the product for which these terms appear ("Product," "Course," and/or "Program"), you ("Client" and/or "Customer") agree to be provided with products, programs, or services by Sydney Smith ("Owner") in her capacity as owner of Mindset with Syd ("Company"), and you are executing a legally binding agreement with the Company, subject to the following terms and conditions:***

### 1. INTRODUCTION

Mindset with Syd ("Company") is a company that provides prospective and actual business owners with online courses and other educational materials. Company has created the Emotion Regulation Masterclass ("Product") to educate Customer on how to use emotion regulation to advance in your career.

### 2. TERM & TERMINATION

***Term*** - This Term of this Agreement shall be one day from 12/16/2021, with the exception of Sections 6 through 11, which shall survive the Term of this Agreement.

***Termination*** - Client dissatisfaction with Company and/or Coach's subjective teaching style, independent judgment, methods, or other techniques are not valid reasons for termination of this Agreement or request of any monies returned to Client. Even if Client does not complete all portions of the Program, Client is nevertheless responsible for all payments due and owed under this Agreement by making the first payment of the Program at checkout and executing these Terms and Conditions.

### 3. DISCLAIMERS

The Company is not an employee, manager, lawyer, accountant, psychiatrist, psychologist, therapist, accountant, public relations manager, social media manager, doctor, counselor, business operations manager, financial analyst, business executive, or other agent of Customer's business. Customer understands that the Program is created to help Customer learn new skills and assist Customer with finding his/her own direction. The Program may offer guidance regarding business decisions, but it is the responsibility of the Customer to make the final decision and choose the best option for his/herself.

Client understands that the Product has been designed by Company for general educational and informational purposes only, with the goal of teaching Customer new skills and providing Customer with awareness of traditional mindset and manifestation practices. Through the Product, the Company might provide guidance regarding business decisions, but it is ultimately the responsibility of the Customer (and only the Customer) to make the final decision for his/herself. By using Company's services and purchasing this Product, Client accepts any and all risks, foreseeable or unforeseeable, arising from such a transaction. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from the use or misuse of the Program. Client agrees that use of this Product is at user's own risk.

Client hereby acknowledges that business and mindset coaching are subjective services and Company's methods to provide this service may change in terms of style and/or technique. Company and/or Coach

may use its personal judgment to provide the Program services to Client, even if these methods do not follow strict adherence to Client's suggestions.

*This Product does not include:* 1) individualized advice and feedback; 2) procuring business or potential clients for Customer; 3) performing any business management services for Customer, such as accounting, operations, research, or development; 4) therapy sessions in the form of psychotherapy, psychoanalysis, or behavioral therapy; 5) publicity, public relations and/or social media marketing services; 6) legal or financial advice; 7) introduction to Company's professional network and business relationships.

Customer hereby acknowledges that Customer is *solely responsible for the amount and type of income that Customer generates by implementing techniques and advice provided by Course*. Customer also acknowledges that the Company cannot and does not guarantee that implementation of the Course will provide Customer with a lucrative business. Customer also agrees that he/she is solely responsible for any decision Customer makes and indemnifies Company from any liability regarding said decision.

#### **4. PROGRAM SPECIFICS**

The Product includes 1 Live module on on emotion regulation for career growth with lifetime access to the recording, a pdf with a breakdown of the nervous system, A Toolkit to regulate your emotional response and a guided meditation to move through difficult feelings. Company reserves the right to substitute services equal to or comparable to the value of Product if reasonably required by the prevailing circumstances as determined exclusively by Company.

This Product may be distributed by Company either directly or through a third-party platform. Company reserves the right to substitute services equal to or comparable to the value of Product if reasonably required by the prevailing circumstances as determined by Company. Access to this Product is currently through a third-party platform, Teachable, LLC. ("Teachable"). Company is not liable for any limitation of access to the Product caused by Teachable.

#### **5. CLIENT'S RESPONSIBILITIES**

The Product has been developed for educational purposes only. The Company has established its proprietary Product in order to educate and inspire Customer to pursue his/her personal goals. However, Customer hereby acknowledges that Company does not guarantee Customer's goals, whatever the goals may be, will be reached by completing and implementing the advice and techniques in the Product. Customer accepts and agrees that Customer is 100% responsible for his/her results from the Product. Customer acknowledges that, as with any investment, there is an inherent risk associated. As such, Customer agrees there is no guarantee that Customer will attain his/her goals by simply completing the immersion.

Nevertheless, Customer acknowledges that he/she can optimize her potential results from the Product by adhering to the following:

- Completion of all masterclass material
- Utilization of the guided meditation and toolkit
- Attending the call at the scheduled date, on time
- Taking 100% responsibility for Customer's results, 100% of the time.

## 6. PAYMENT & FEES

- (a) Upon execution of this Agreement, Client agrees to pay to the Company the full purchase amount for the Product, regardless of what payment option Client selects at checkout.
- (b) Client authorizes Company to charge the credit card or account used at checkout to complete all payments pursuant to the payment plan Client selected at checkout, and Client does not require separate authorization for each payment.
- (c) If any payments fail, Client agrees to remedy the situation immediately (ie. update Client's payment information, provide a new credit card, and/or make all past-due payments within 5 business days) or else Client forfeits his/her right to access the Product.
- (d) The Client shall not threaten or make any chargebacks to the Company's account or cancel the credit card that is provided as security without the Company's prior written consent. Company reserves the right to collect any and all monies owed by Client to Company for the Program, by any means necessary within the parameters of the law. The Client shall pay for any fees associated with recouping payment, including but not limited to, collections fees and attorneys' fees. In the event of a chargeback, Company reserves the right to report the incident to credit reporting agencies as a delinquent account.
- (e) Late Fees - Company understands that, from time to time, there are issues with payment. All payments must be received by Company within five (5) days of the due date for that installment. Any payments not received within 5 days of their due date shall be subject to a late fee of \$50.00 USD. Any payments not received within 10 days of their due date shall result in Customers breach of these terms and may result in removal of access to the Program. Client shall still remain responsible to make all payments due and owing under this Agreement to Company in the event Client's access to the Program is revoked.

## 7. REFUND POLICY

*All sales are final for this course.* Due to the inherent nature of educational programs and the electronic transmission of the same, there are no refunds.

## 8. NON-DISCLOSURE, CONFIDENTIALITY & NON-DISPARAGEMENT

*Confidential Information & Non-Disclosure* - Company takes pride in its proprietary information included in each Product. As such, Customer agrees and acknowledges all Confidential Information shared through this Product and by the Coach is confidential, proprietary, and belongs exclusively to the Company.

"Confidential Information" includes, but is not limited to:

- Any systems, sequences, processes or steps shared with Customer;
- Any information disclosed in association with this Agreement;
- Any systems, sequences, processes, or trade secrets in connection with the Product or Company's business practices.

*Testimonials* - Company also agrees to protect Customer's personally identifiable information. However, from time to time, Company may use general statements about Customer's success for testimonials as part of Company's marketing strategy. By agreeing to these Terms, Customer agrees to Company sharing Customer's success stories as testimonials in any matter across any media at the sole discretion of Company.

*Non-Disparagement* - Client agrees, during and/or after use of Product, to refrain from making any statements, whether oral or in writing, that negatively impact Company's program, business, services, products, or reputation.

## 9. INTELLECTUAL PROPERTY & LIMITED LICENSE

*Intellectual Property* - This Product and the related content shall be considered intellectual property owned by Company. Other examples of intellectual property owned by Company and within Company's products include, but are not limited to: trademarks, service marks, layout, logos, business names, course/program/module names, design, text, written copy, certain images, podcast recordings, workbooks, videos, audio files, and all of our paid products (collectively referred to as "Intellectual Property").

*Limited License* - Company grants only a limited, personal, non-exclusive and non-transferable license to Customer to use the Intellectual Property for Customer's personal and internal business use. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Company to the Client, nor grant any right or license other than those stated in this Agreement. Customer acknowledges that his/her purchase of this Product is for his/her/its single individual use. **Customer shall not copy, reproduce, transmit, modify, edit, create derivative works from, alter, sell, or share with others any products or parts of the Program without prior written consent or unless provided otherwise.**

If Customer is also a business owner or professional in a similar industry, Customer shall not misappropriate any of Company's Intellectual Property and proprietary information in the following manner:

- Teaching Customer's clients/customers/audience any of the information, methods, solutions, or formulae owned by Company and passing it off as Customer's own;
- Copying any of Company's Product content and/or material for Customer's commercial use;
- Copying, publishing, transmitting, transferring, selling, creating derivative works from, reproducing, or in any way exploiting any of the Intellectual Property owned by Company in either whole or part without prior written consent.

## 10. INDEMNIFICATION / LIMITATION OF LIABILITY

Customer hereby acknowledges that Company is not liable for any injuries that may arise from Customer's actions, omissions, or decisions based off Customer's participation in this immersion, including but not limited to: a decision to leave a job, a decision to invest in an opportunity, a decision to start a business, any of Client's business decisions, any of Client's financial decisions. Client hereby agrees to indemnify and hold harmless Company of any claims that may arise after use of this Product.

Access to the replay of this masterclass is currently through a third-party platform, teachableCompany is not liable for any limitation of access to the Product caused by teachable.

## 11. MISCELLANEOUS

- A. *Amendments* - We reserve the right to amend this Agreement from time to time. Any amendments must be agreed in writing and executed by both parties.
- B. *Headings & Severability* - Headings are included for convenience purposes only and shall not affect the construction of this Agreement. If any portion of this Agreement is held to be unenforceable, it shall not affect the remaining portions of the Agreement, which shall remain in full effect. If any portion of this Agreement is held to be unenforceable, then the unenforceable portion shall be construed in compliance with applicable law in a light most favorable to the original intentions of the parties. If the

unenforceable portion of the Agreement is found by a competent court of this jurisdiction to be contrary to law, then it shall be changed and interpreted to best reflect the original intentions of the parties, and all other provisions shall remain in full force and effect.

- C. *Entire Agreement* - This Agreement reflects the entire agreement between the parties. This Agreement trumps any other existing negotiations, communications or Agreements between the parties, whether written, oral, or electronic, and is the full extent of the Agreement between the parties.
- D. *All Rights Reserved* - All rights not expressly granted in this Agreement are reserved by us.
- E. *Governing Law* - Company is located in the United States and is subject to the applicable laws governing the United States. The governing law for this agreement is the laws of Colorado.
- F. *Arbitration* - Any disputes arising under this Agreement shall first be resolved through a binding arbitration.
- G. *Maximum Damages* - Client agrees and acknowledges that the maximum amount of damages that Client may be entitled to in any claim arising from this Agreement or Program shall not exceed the total cost of the Program.
- H. *Execution* – Customer agrees to accept the above Agreement in its entirety when Customer selects and confirms “I agree to the Terms & Conditions” at the Product checkout page and by rendering first payment.