

90 Minute Intensive TERMS OF SERVICE

Thank you for purchasing 90 Minute Intensive (“Product”). By completing the Product check-out, you (“Customer”) agree to the following terms and understands that you will be charged the full amount. Through rendering payment, Customer agrees to the following terms and conditions of this Agreement (“Agreement”) in their entirety:

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 90 Minute Intensive to educate Customer on how leverage money mindset to step into their next level in business. The Product is an intensive including one 90 minute intensive and ten days of voxer 1:1 for support.

TERM

This Term of this Agreement shall be four months from 03/23/2022, which shall survive the Term of this Agreement.

3. DISCLAIMERS

For the purposes of this Agreement, the Company is not an employee, social media manager, consultant, psychiatrist, psychologist, therapist, public relations manager, personal brand advisor, one-on-one coach, counselor, business operations manager, financial analyst, business executive, or other agent of Customer’s business. 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 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.

Mindset Coaching is assisting Client to work through limiting beliefs and overcome mindset obstacles and to build confidence in an effort to reach Client’s goals.

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

Customer hereby acknowledges that Customer is *solely responsible for the amount of income and/or type of results that Customer generates by implementing techniques and advice provided by Product*. 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 personal decision that Customer makes during or as a result of Customer’s use of the Product, and indemnifies Company from any liability regarding said decision.

4. PROGRAM SPECIFICS

The Product is a 90 minute intensive including one 90 minute zoom call. The Company also agrees to provide additional feedback in the form of a private voxer access for ten days created exclusively for the Product Clients.

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 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 Program.

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

- Completion of all Product material, including assignments
- Thoughtful and meaningful participation in the session
- Utilization of the Product's private Voxer coaching.
- Attending each coaching call at the scheduled date, on time.
- Taking 100% responsibility for Customer's results, 100% of the time.

6. PAYMENT & FEES

Client has three payment options to purchase the Product, both of which are presented at checkout and outlined below: A) a one-time fee, due in-full before Customer may access the Product.

Client hereby agrees to pay in accordance with one of the following plans:

A. ONE-TIME FEE:

- One (1) payment of five hundred and fifty five 0/100 US Dollars (\$555.00 USD), which is due immediately upon signing and execution of this Agreement. The Product shall not be distributed for Customer's access until and unless full payment is rendered; or

7. REFUND POLICY

A 30% refund is possible for all clients if you do not see results and can show you have completed all of the journal prompts, have shown up to every call and been fully present, have fully leveraged Voxer access and have utilized access to all of the courses.

8. NON-DISCLOSURE & CONFIDENTIALITY

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.

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. Customer acknowledges that his/her purchase of this Product is for his/her/its 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 Program 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.

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. *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.