

AWAKE MOVEMENT LLC

The Psyched Soul PlaySkool: Soulpreneur Mastermind

Terms of Use

Please read these Terms of Use carefully before purchasing, accessing or using any of our Programs, Products and Services.

PARTIES

This AGREEMENT is between Awake Movement LLC (the "COMPANY") and you, person accepting these terms (the "CLIENT") collectively referred to as the "PARTIES".

This agreement is intended to govern your purchase of and participation in The Psyched Soul PlaySkool Soulpreneur (the "GROUP PROGRAM") from the COMPANY. We reserve the right to change this AGREEMENT from time to time.

ACCEPTING THESE TERMS

You are entering into a legally binding AGREEMENT with the COMPANY, Awake Movement LLC (S-Corp) according to the following terms and conditions, when you do any of the following:

- Click "I Agree"
- Email your statement of AGREEMENT
- Enter your credit card information
- Enroll electronically in the GROUP PROGRAM

With this acceptance, the Parties agree that any individual, associate, and or assign are bound by the terms of this AGREEMENT as well as our [Disclaimer](#), [Terms and Conditions](#) and [Privacy Policy](#), and any other terms and conditions that may apply, and are you are required to act in accordance with them. A facsimile, electronic, or emailed executed copy of acceptance of this AGREEMENT is *legally binding* with either a written or electronic signature and has the same result as an originally signed copy.

This PROGRAM and all other Products, Services and Program Materials are intended solely for users who are eighteen (18) years of age or older. Any registration by, use of or access to any Program, Product, Service or Program Materials by anyone under age 18 is unauthorized, unlicensed and in violation of these Terms of Use. By accessing or using our Programs, Products, or Services or our Program Materials, you represent and warrant that you are at least 18 years old.

COMPANY'S SERVICES

This AGREEMENT is executed and effective, when CLIENT accepts these terms (electronically, verbally, written, and or otherwise).

The COMPANY agrees to provide the work related to the GROUP PROGRAM:

- Access to virtual classes and materials relating to information and education on the topics of psychedelic support, business, leadership & creativity practices.

Duration of GROUP PROGRAM is 6 months. Access to the work and all classes and materials provided in the GROUP PROGRAM is granted during the duration of the GROUP PROGRAM only.

Fee for GROUP PROGRAM is \$5555. Scholarship fee for GROUP PROGRAM is \$4444, for CLIENTS

that have been granted scholarship fee in writing. Early Bird fee for GROUP PROGRAM is \$4444, for CLIENTS that register to the program by the Early bird date set by the COMPANY. Payment plans include additional installment fees. All PROGRAM fees are in USD.

The terms of this AGREEMENT are binding on any additional goods and or services supplied by COMPANY to CLIENT.

Parties agree that the GROUP PROGRAM is in the nature of information relating to psychedelic support, delivered through group classes. The scope of work provided by COMPANY according to this AGREEMENT are limited to those listed on COMPANY'S website, or as part of the GROUP PROGRAM.

COMPANY reserves the right to substitute work equal to or comparable to the GROUP PROGRAM for the CLIENT if the need arises, with prior reasonable notice.

If COMPANY needs to modify or change the delivery schedule of work related to the GROUP PROGRAM, and or outsource work related to the GROUP PROGRAM, and or provide substitute individuals for work related to the GROUP PROGRAM, the COMPANY will notify the CLIENT about the change or modification.

CANCELLATIONS

CLIENT agrees to COMPANY'S cancellation policy as follows:

1. Request for cancellation must be received in writing 14 days prior to the GROUP PROGRAM official start date
2. \$800 USD OR first payment (whichever amount is greater) made by the CLIENT is not eligible for reimbursement
3. Request for cancellation must be sent to support@psychedsoul.com.

CONFIDENTIALITY

The term "Confidential Information" means INFORMATION WHICH IS NOT GENERALLY KNOWN TO THE PUBLIC RELATING TO THE CLIENT'S BUSINESS OR PERSONAL AFFAIRS.

COMPANY agrees not to disclose, reveal, or make use of any Confidential Information learned of through its transactions with CLIENT during discussions and interactions with CLIENT, or otherwise, without the *written consent* of CLIENT.

COMPANY shall keep the Confidential Information of the CLIENT in strictest confidence and shall use its best efforts to safeguard the CLIENT'S Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft.

As a GROUP PROGRAM, CLIENT agrees to also keep any confidential information shared as part of the GROUP PROGRAM in confidence and will not disclose any information learned and or shared as part of the GROUP PROGRAM.

INTELLECTUAL PROPERTY RIGHTS

The content COMPANY'S GROUP PROGRAM, and all other Products and Services of the COMPANY is solely owned by or licensed to COMPANY, unless otherwise indicated. This content includes, but is not limited to, the design, layout, look, appearance, graphics of our Program Materials or any other material or aspects of materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.

NO TRANSFER OF INTELLECTUAL PROPERTY In the event that the COMPANY provides access to its copyrighted and original materials and methods to the CLIENT as part of the GROUP PROGRAM, the COMPANY grants the CLIENT **INDIVIDUAL USE ONLY** permission to any and all of the copyrighted and original materials.

As part of the GROUP PROGRAM, CLIENT is not authorized to use any of COMPANY'S intellectual property, trademarks and or copyrights, for any purpose with the exception of one (1) printed physical copy of the provided materials for the CLIENT's personal use. CLIENT is not authorized to share, copy, distribute, or otherwise disseminate any materials, including handouts, received from COMPANY electronically, or otherwise without the prior written consent of the COMPANY.

ALL INTELLECTUAL PROPERTY, INCLUDING COMPANY'S COPYRIGHTED COURSE MATERIALS SHALL REMAIN THE SOLE PROPERTY OF THE COMPANY. NO LICENSE TO SELL OR DISTRIBUTE COMPANY'S MATERIALS IS GRANTED OR IMPLIED.

You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our PROGRAM Content & Materials as set forth in this AGREEMENT is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law.

You agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

MEDIA RELEASE

When CLIENT submits to COMPANY or posts any comment, photo, image, video or any other submission for use on or through our Website and PROGRAM media platforms, CLIENT is granting COMPANY, and anyone authorized by COMPANY, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, create derivative works from, distribute, and/or publicly perform or display such contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting COMPANY the right to make it part of COMPANY's current or future PROGRAM, Products, Services and/or Program Materials. This right includes granting COMPANY use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, patent rights or any other of your intellectual property rights under any relevant jurisdiction without any further permission from CLIENT or compensation by COMPANY to CLIENT.

CLIENT also grants COMPANY, and anyone authorized by COMPANY, the right to identify CLIENT as the author of any of your comments, posts, photos, images, videos or other contributions by name, email address, or screen name. CLIENT acknowledges that COMPANY has the right but not the obligation to use and display any contributions from CLIENT of any kind and that COMPANY may elect to cease the use and display of any such contributions on our PROGRAM, other Products, Services and/or Program Materials at any time for any reason whatsoever.

By participating in COMPANY'S GROUP PROGRAM, Products and Services, and using our Program Materials, including COMPANY Facebook and Slack community, CLIENT consents to photographs, videos, and/or audio recordings that may be made that may contain CLIENT, CLIENT voice and/or CLIENT likeness. In COMPANY'S sole discretion, COMPANY reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by CLIENT to COMPANY in connection with your participation in our PROGRAM, Product or Services in our current or future Programs, Products or Services, and/or our marketing or promotional efforts, without compensation to CLIENT at any time, now or at any time in the future.

GROUP PROGRAM RULES

To the extent that CLIENT interacts with COMPANY staff and or other COMPANY Clients, CLIENT agrees to behave professionally, courteously, and respectfully with staff and clients at all times.

CLIENT agrees to not use SERVICE and GROUP PROGRAM in ways that are likely to cause the SERVICE and GROUP PROGRAM or access to them either to be interrupted, damaged or impaired in any way.

CLIENT understands that they are solely responsible for all electronic communications and content sent from CLIENT computer to COMPANY.

CLIENT agrees to use the GROUP PROGRAM, its content, and any certification granted by GROUP PROGRAM for lawful purposes only. CLIENT agrees to not use GROUP PROGRAM, its content, and any certification granted by GROUP PROGRAM in any of the following ways:

- * For fraudulent purposes or in connection with a criminal offense or otherwise carry out any unlawful activity
- * To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise may injure others
- * To send, negatively impact, or infect GROUP PROGRAM with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not
- * To cause annoyance, inconvenience or needless anxiety
- * To impersonate any third party or otherwise mislead as to the origin of CLIENT contributions
- * To reproduce, duplicate, copy or resell any part of GROUP PROGRAM in a way that is not in compliance with this AGREEMENT or any other agreement with COMPANY.

CLIENT agrees that failing to follow the terms of this AGREEMENT, and or any additional instructions provided by COMPANY in relation to the GROUP PROGRAM, is cause for termination of this AGREEMENT.

In the event of such a termination, CLIENT is not entitled to recoup any amounts paid and remains responsible for all outstanding amounts of the FEE.

DIVERSITY, EQUITY, INCLUSION

COMPANY aims to cultivate a community that intentionally seeks to create safety and inclusion for people from a diverse array of races, sexual orientations, religions, genders, and other identities. As such, people with oppressive views and beliefs are not welcome in the COMPANY community or in GROUP PROGRAM. CLIENT is expected to be kind, respectful, and inclusive to other members. While COMPANY encourages healthy discourse, COMPANY does not allow conversations that uphold oppressive systems and dynamics.

CLIENT is strictly prohibited from submitting or posting any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory, profane, obscene, infringing, or otherwise in violation of any law or the rights and humanity of others. COMPANY does not tolerate any harassment, fights, stalking, or disrespect to others.

It is the COMPANY's sole discretion to determine if CLIENT's conduct violates these terms in any way; CLIENT agrees that COMPANY may immediately and permanently terminate CLIENT access to GROUP PROGRAM without refund.

DISPARAGEMENT

In the event that a dispute arises between the Parties or a grievance by CLIENT, the Parties agree and accept that the *only* venue for resolving such a dispute is the venue identified below.

Private email to support@psychedsoul.com

Parties further agree that they will not engage in any conduct or communications public or private, designed to disparage the other. Such an act constitutes a breach of this AGREEMENT.

An example of disparagement is posting your disappointment with the COMPANY on social media and tagging the company. If you have a disagreement with the COMPANY, you need to send a private email directly to the contact information.

TERMINATION

If CLIENT is (1) behind in payment, or (2) otherwise in default of this AGREEMENT, then COMPANY reserves the right to collect full payment immediately and bar CLIENT from using any of COMPANY'S services.

COMPANY is allowed to immediately collect the full FEE from CLIENT and stop providing further services to CLIENT.

PAYMENT

CLIENT agrees to pay COMPANY for the SERVICE according to the payment schedule (the "FEE")

- According to the payment schedule and or the payment plan selected by CLIENT, or
- As otherwise noted in this AGREEMENT.

LATE PAYMENT POLICY

If CLIENT is behind in payment, then COMPANY in good faith may choose to provide the CLIENT a grace period of up to 14 days, beginning on the date of the missed payment. After 14 days if the payment has not been paid in full the COMPANY reserves the right to freeze the CLIENT'S account and or bar their participation in the GROUP PROGRAM until CLIENT returns to good financial standing by paying any missed payments. To unfreeze their account, the CLIENT will pay a \$350 reinstatement fee to the COMPANY, no later than 14 days after freezing notice. It is the CLIENT'S responsibility to (1) settle the original payment and reinstatement fee, and (2) notify the COMPANY in writing to email support@psychedsoul.com that they have done so, within 14 days from freezing notice. The CLIENT remains responsible to remit other remaining payments according to their original payment schedule. The CLIENT remains responsible to catch up with the GROUP PROGRAM'S works and materials including all content and assignments. After 14 days from the account's freezing, the COMPANY reserves the right to terminate the CLIENT'S participation in the PROGRAM without further explanation. The COMPANY reserves the right to collect full payment immediately. The CLIENT remains responsible to remit any and all remaining PROGRAM payments in full.

REFUNDS

Upon execution of this AGREEMENT, CLIENT is responsible for the full FEE, even if CLIENT decides to cancel, not participate, or changes his or her mind during and throughout the GROUP PROGRAM. **THE COMPANY DOES NOT PROVIDE ANY REFUND FOR ANY REASON TO THE CLIENT.**

All PROGRAM services are offered on a "use it or lose it" basis. No compensation, substitute or reimbursement of any kind will be offered if for any reason CLIENT does not participate in the PROGRAM or engage with the provided materials.

CHARGEBACKS & PAYMENT SECURITY

To the extent that CLIENT provides COMPANY with credit card(s) information for payment of FEE on CLIENT'S account, COMPANY is authorized to charge CLIENT'S credit card(s) for any unpaid charges on the dates agreed to in the Payment Schedule.

CLIENT shall not make any chargebacks to COMPANY'S account or cancel the credit card that is provided as security without COMPANY'S prior written consent.

CLIENT is responsible for any fees associated with recouping payment and collection fees associated with the chargeback. CLIENT shall not change any of the credit card information provided to the COMPANY without notifying COMPANY in advance.

SECURITY

CLIENT acknowledges that COMPANY may seek and collect personal data and information including but not limited to CLIENT name, e-mail address, phone number, billing information, credit card or payment information, demographic information, preferences, interests, or other personally-identifying information ("CONFIDENTIAL INFORMATION").

By providing such CONFIDENTIAL INFORMATION to COMPANY, CLIENT grants COMPANY permission to use and store such CONFIDENTIAL INFORMATION. COMPANY, in turn, will use best efforts to keep CONFIDENTIAL INFORMATION safe, secure, protected and confidential. When CLIENT submits CONFIDENTIAL INFORMATION via GROUP PROGRAM we take measures to protect the security of CONFIDENTIAL INFORMATION both online and offline.

Due to the nature of the Internet, COMPANY cannot completely ensure or warrant the security of CLIENT'S CONFIDENTIAL INFORMATION or of any other data or information transmitted to COMPANY or through its services; therefore submitting CONFIDENTIAL INFORMATION, data or other information is done at CLIENT'S own risk.

CONTROLLING AGREEMENT

In the event of any conflict between the provisions contained in this AGREEMENT, any marketing materials used by COMPANY, COMPANY'S representatives, or employees, the provisions in this AGREEMENT control.

ENTIRE AGREEMENT

This AGREEMENT is the entire AGREEMENT between the parties relating to the subject matter and supersedes all prior and contemporaneous AGREEMENTS, negotiations and understandings, oral or written. Modification to this AGREEMENT is by a written instrument executed by both Parties.

DISCLAIMER

COMPANY'S GROUP PROGRAM is for informational and educational purposes only. To the fullest extent permitted by law, COMPANY expressly excludes any liability for any direct, indirect or consequential loss or damage incurred by CLIENT or others in connection with COMPANY Programs, Products, Services, and Program Materials, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. CLIENT specifically acknowledges and agrees that COMPANY is not liable for any defamatory, offensive or illegal conduct of any other Program, Product, Service or Program Materials participant or user, including CLIENT.

CLIENT understands that all teachings, methods, guidelines and opinions of GROUP PROGRAM are held solely

by COMPANY. Any information, teachings, methods, guidelines and opinions that are provided by Guest instructors of the PROGRAM are held solely by the guest instructors, and do not in any way represent the COMPANY. COMPANY is not affiliated with or governed by any external academic and or professional accrediting body. Participation in GROUP PROGRAM does not provide or grant a license, permission or legitimacy to provide or grant medical and or psychological treatment and or therapy and or professional advisory of any kind. CLIENT agrees to use or present information provided in the GROUP PROGRAM at their own discretion, risk, responsibility and liability. COMPANY assumes no liability for any actions taken by CLIENT or outcomes or consequences that are a result of CLIENT's participation in the PROGRAM.

Medical Disclaimer. The GROUP PROGRAM is not to be perceived as or relied upon in any way as medical advice or treatment, or mental health advice or treatment. The information provided through our the GROUP PROGRAM is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, member of the clergy, or any other licensed or registered health care professional. CLIENT will not disregard professional medical advice or delay seeking professional advice because of information CLIENT has read/learned in COMPANY's GROUP Programs, Products, Services, and Program Materials, or received from COMPANY. CLIENT should not stop taking any medications without speaking to their health care professional. If CLIENT has or suspects that they have a medical or mental health issue, CLIENT will contact their own health care provider promptly. COMPANY does not provide health care, medical or nutrition therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. COMPANY does not give medical, psychological, or religious advice whatsoever.

Legal and Financial Disclaimer. GROUP PROGRAM is not to be perceived or relied upon in any way as legal, or financial advice and does not substitute for professional advisory granted by accountants, lawyers, or financial advisors. COMPANY does not provide financial or legal advice in any way. CLIENT is hereby advised to consult with their own accountant, lawyer or financial advisor for any and all questions and concerns they have regarding their own income and taxes pertaining to CLIENT's specific financial and/or legal situation. CLIENT agrees that COMPANY is not responsible for CLIENT's earnings, the success or failure of CLIENT's business decisions, the increase or decrease of CLIENT's finances or income level, or any other result of any kind that CLIENT may have as a result of information presented to you through GROUP PROGRAM. CLIENT is solely responsible for their results.

Earnings Disclaimer. CLIENT acknowledge that COMPANY does not have and does not make any representations as to the health physical, mental, emotional, spiritual or health benefits, future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of CLIENT participation in GROUP PROGRAM. COMPANY cannot and does not guarantee that CLIENT will attain a particular result, positive or negative, financial or otherwise, through the use of GROUP PROGRAM and CLIENT accepts and understands that results differ for each individual. COMPANY also expressly disclaims responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through GROUP PROGRAM. CLIENT agrees that CLIENT results are strictly their own and COMPANY is not liable or responsible in any way for CLIENT results.

Technology Disclaimer. COMPANY tries to ensure that the availability and delivery of SERVICE, including content and communications through methods like Website, private Facebook groups, Slack, Kajabi, e-mail communications, videos, audio recordings, webinars, recorded webinars, teleseminars, recorded teleseminars, emails, downloadable Mp3 audio files, downloadable PDF printed transcripts, downloadable PDF handouts/slides, handouts, ebooks, or any other materials provided by us to you. However, COMPANY cannot guarantee that CLIENT access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates. To the fullest extent permitted by law, COMPANY will be not be liable to CLIENT for damages or refunds, or for any other recourse, should SERVICE becomes unavailable or access

becomes slow or incomplete due to any reason, such as system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our SERVICE AND GROUP PROGRAM inaccessible to you.

Errors and Omissions. COMPANY makes no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our SERVICE AND GROUP PROGRAM. Every effort has been made to present CLIENT with the most accurate, up-to-date information, but because scientific research and knowledge in the unique field of psychedelic harm reduction is constantly evolving, COMPANY cannot be held responsible or accountable for the accuracy of our content. CLIENT acknowledges that such information may contain inaccuracies or errors and COMPANY is not liable for any such inaccuracies or errors to the fullest extent permitted by law.

Links to Other Websites. COMPANY may provide links and pointers to other websites maintained by third parties that may take CLIENT outside of GROUP PROGRAM. These links are provided for CLIENT convenience and the inclusion of any link in GROUP PROGRAM AND SERVICE to any other website does not imply our endorsement, sponsorship, or approval of that website or its owner. COMPANY does not endorse and is not responsible for the views, opinions, facts, advice, or statements provided by external resources referenced in our Website or its Content, or their accuracy or reliability. COMPANY assumes no responsibility for errors or omissions caused by other websites that may be included in GROUP PROGRAM. It is CLIENT's responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that CLIENT understands and agrees with those policies.

By purchasing and/or using COMPANY SERVICE in any way or for any reason, CLIENT also implicitly agrees to our full [Disclaimer](#) which may be found on COMPANY Website.

LIMITATION OF LIABILITY

By purchasing the SERVICE, CLIENT releases COMPANY, its officers, employees, directors, guest instructors and related entities from any and all damages that may result from CLIENT'S participation in the SERVICE.

The GROUP PROGRAM provides:

- Virtual classes and materials relating to information and education on the topic of psychedelic support, business, leadership & creativity practices.

CLIENT accepts any and all risks, foreseeable or unforeseeable arising from this line of work.

Regardless of the previous paragraph, *if* COMPANY is found to be liable, COMPANY's liability to CLIENT or to any third party is limited to the lessor of:

- (a) The total Fees CLIENT paid to COMPANY in the one month prior to the action giving rise to the liability, or
- (b) Specific monetary amount, or the specific formula that will be used to calculate the amount as follows 50% of the total program FEE

All claims against the COMPANY must be filed with the entity having jurisdiction within 90 days of the date of the first claim or otherwise be forfeited forever.

CLIENT agrees that COMPANY will not be held liable for any damages of any kind resulting or arising from, including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse or enrollment in the GROUP PROGRAM.

CLIENT agrees that use of the GROUP PROGRAM is at CLIENT's own risk.

FORCE MAJEURE

In the event, either party is unable to perform its obligations under the terms of this AGREEMENT because of

acts of God, epidemics, pandemics, shutdowns (local, state, or federal), strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

INDEMNIFICATION

COMPANY recognizes and agrees that all of its shareholders, trustees, affiliates, and successors shall not be held personally responsible or liable for any actions, or representations of the COMPANY.

CLIENT shall defend, indemnify (insure and protect), and hold harmless the COMPANY, its shareholders, trustees, affiliates, and successors from and against all liabilities and expenses that they may incur or be obligated to pay because of their relationship with the GROUP PROGRAM.

These include (without limitation): claims, damages, judgments, awards, settlements, investigations, legal actions, regulatory actions, costs, attorneys fees, disbursements, or the like that occur from or are related to this AGREEMENT.

Any expenses or liabilities that result from a breach of this AGREEMENT, sole negligence, or willful misconduct by the COMPANY, its shareholders, trustees, affiliates, or successors are excluded from indemnification.

DISCLAIMER OF GUARANTEE

CLIENT ACCEPTS AND AGREES THAT HE OR SHE IS FULLY RESPONSIBLE FOR PROGRESS AND RESULTS FROM THE GROUP PROGRAM.

CLIENT ACCEPTS AND AGREES THAT HE OR SHE IS A VITAL ELEMENT TO THE SUCCESS ACHIEVED FROM THE SERVICE AND THAT COMPANY CANNOT CONTROL THE OUTCOME OR RESULTS ACHIEVED.

COMPANY makes no representations or guarantees verbally or in writing regarding performance of this AGREEMENT other than those specifically stated. COMPANY and its affiliates disclaim the implied warranties of titles, merchantability and fitness for a particular purpose. COMPANY makes no guarantee or warranty that the GROUP PROGRAM will meet CLIENT'S requirements or that all CLIENTS will achieve the same results.

CHOICE OF LAW

This AGREEMENT is governed and interpreted in accordance with the laws of Oregon without giving effect to any principles of conflicts of law.

The Parties agree to submit any dispute or controversy arising out of, or relating to this AGREEMENT to arbitration in the State of Oregon according to the rules of the American Arbitration Association. The arbitration is binding upon the Parties and their successors in interest. The prevailing party may collect all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this AGREEMENT.

SURVIVABILITY

The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of FEE owed set forth in this AGREEMENT, and any other provisions that by their sense and context the Parties intend to have survive, shall survive the termination of this AGREEMENT for any reason.

SEVERABILITY

If any of the parts or provisions contained in this AGREEMENT are interpreted as invalid or unenforceable only that part or provision is affected. The invalidity or unenforceability does not affect the other parts or provisions of the AGREEMENT.

Client Name

Client Signature

Date