

## Chuck Enterprise Client Agreement and Terms

### **TERMS OF ENROLLMENT:**

The following policy governs your participation in the Program presented by **Chuck Enterprise** (“Company”) Please read this Policy carefully. By purchasing any “Programs” or “Services” with **Chuck Enterprise** and its “Affiliates” you agree that your use of our Program, training materials, your participation in our Program, access and use The Program and/or materials are governed by the following terms and conditions.

We are committed to providing all participants with a positive experience. Thus, the Company may, at its sole discretion, limit, suspend, or terminate your participation in any of its programs, live, recorded, social media-based or digital without refund or forgiveness of remaining payments if:

You become disruptive or difficult to work with; you fail to follow the program guidelines; or, you impair the participation of our instructors or participants in our program(s).

Program Deliverables may or may not include, and is not limited to the following:

- Training Program
- One on One Coaching Calls.
- Webinars (live and pre-recorded)
- Co-op or Affiliate Marketing Campaigns
- Our Online Private Community

### **Content:**

- Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice, tailored to any individual. • All materials, procedures, policies, and standards, all teaching manuals, all teaching aids, all supplements and the like that have been or will be made available by the Company or its designated facilitators, or any other source, oral or written, are for personal use in or in conjunction with this training program only.
- Program content is for personal use only, and may not be sold, recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of the Company, or its designated agent.
- The information contained in program material is strictly for educational purposes. Therefore, if you wish to apply ideas contained in this material, you are taking full responsibility for your actions.
- We assume no responsibility for errors or omissions that may appear in any program materials. • Usernames and passwords may not be shared with any third-parties. • Any violation of the Company’s policies regarding content usage shall result in the immediate termination of

your enrollment without refund, no exceptions.

**Privacy & Confidentiality:**

We respect your privacy and must insist that you respect the privacy of fellow program participants. We respect your confidential and proprietary information ideas, plans and trade secrets (collectively, "Confidential Information") and must insist that you respect the same rights of fellow program participants and of the Company.

**Thus, you agree:**

- Not to infringe any Program- participants or the Company's copyright, patent, trademark, trade secret or other intellectual property rights
- Any Confidential Information shared by program participants or any representative of the Company is confidential and proprietary, and belongs solely and exclusively to the participant who discloses it or the Company.
- Not to disclose such information to any other person or use it in any manner other than in discussion with other program participants during program sessions
- All materials and information provided to you by the Company are its confidential and proprietary intellectual property belong solely and exclusively to the Company, and may only be used by you as authorized by the Company.
- The reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited
- If you violate, or display any likelihood of violating, any of your agreements contained in this paragraph the Company and/or the other program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations. In addition, you will still be responsible for paying the remainder of the membership term and any fees, balances, and unlisted program costs. Being terminated due to violating the membership terms does not relieve you from the financial commitment that you initially agreed to. Failure to pay may result in third party collections efforts.

(While you are free to discuss your personal results from our programs and training, you must keep the experiences and statements, oral or written, of all other participants in the strictest of confidence.)

It is a condition of your use of the Membership Site/Private Student/Mastermind Group and participation in the Program that you do not:

- Restrict or inhibit any other user from using and enjoying the Membership Site/Private Student Group.
- Use the Program/Membership Site/Private Student Group to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Program/Site/Private Student Group to instigate or encourage others to commit illegal

activities or cause injury or property damage to any person.

- Gain unauthorized access to the Program/Membership Site/Private Student Group, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the following but not limited to: our Program/Websites/Membership Site/Private Student Group/Mastermind Group/VIP Group, and any other affiliated groups.
- Use the Program and/or Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Program and/or Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Program and/or Site to post or transmit any information, software or other material that contains a virus or other harmful components.
- Use the Program/Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Program/Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

“COMPANY” may host Facebook groups, message boards, chats and other public forums. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats or other public forums in the future.

“COMPANY” or its designated agents may remove or alter any user-created content at any time for any reason.

Groups, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by “COMPANY” staff, “COMPANY’s” outside contributors, or by users not connected with COMPANY, some of whom may employ anonymous user names.

“COMPANY” expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we,

our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums.

The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of "COMPANY" or any of its subsidiaries or affiliates.

"COMPANY" has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

**Limitation of Liability:** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, PROGRAMS, TERMS, MATERIALS, COACHING, AND OTHER SERVICES PROVIDED CAN BE CHANGED OR TERMINATED AT ANY TIME, WITHOUT ADVANCE NOTICE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS. THIS SITE AND PROGRAM IS CONTINUALLY UNDER DEVELOPMENT AND COMPANY. MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

**Fees:** An MSF-member support fee may be required for all members to be considered "active" in any and all programs that are offered by the Company. The fee varies and is automatically charged to the card provided by the client. This fee amount is indicated on the "Purchase Terms and Receipt" that is sent with each new membership. There may be a VIP CO-OP fee. The amount varies and is optional. This fee provides enrollment into our done-for-you sales and marketing co-op. Affiliate Annual Renewal Fee: Every 12 months there may be an annual

renewal fee that is automatically charged to the card on file at the beginning of the 12th month of membership. All memberships are a minimum of 24 months from the date of first transaction. These terms and fees are listed on your agreement if applicable. Should the term be requested to cancel early, you authorize an early termination fee of \$495 to be charged to the most recent payment on file. Should any fee be declined, it will be invoiced and may risk third party collections efforts and a reactivation fee of \$199 will be charged to bring the account current.

**Refund Policy:** All sales are final. No refunds will be afforded and you waive any rights to charge-back/dispute your purchase with your credit card processor or bank.

**Non-disclosure and Non-use Obligations:** You agree to maintain in confidence and will not disclose, disseminate or use any confidential information belonging to "Company", whether or not in written form. You agree that you shall treat all confidential information of "Company" with at least the same degree of care as you accord your own confidential information. You further represent that you exercise reasonable care to protect your own confidential information. If recipient is not an individual, recipient agrees that the recipient shall disclose confidential information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.

You further understand and agree that any disclosure or misappropriation of any of the confidential information at any time in violation of this Agreement will cause the Company irreparable harm. Thus, you understand and agree that since monetary damages will not be sufficient to avoid all harm and/or compensate for the unauthorized use or disclosure of the confidential information, injunctive or other equitable relief would be appropriate to prevent any improper actual or threatened use or disclosure of the confidential information or breach of this Agreement. Accordingly, you hereby consent to the entry of an injunction, without the need to post a bond, prohibiting any conduct by you in violation of this Agreement.

Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to the following: a) the business activities, dealings or interests of "Company" and/or its officers, directors, affiliates, employees or contractors; (b) any confidential information, knowledge and know-how, concerning the operations, products, services, procedures, or clients, patients or customers of "Company", in any format whatsoever, including, without limitation, the techniques, formulations, organization, design, implementation, preparation and other operations, methods, and accumulated experiences incidental thereto, and further including, without limitation, information relating to marketing techniques, advertising, policies, procedures, promotions, customer lists, membership lists, mailing lists, registration cards, sales records, concepts, ideas, trade secrets, other proprietary information, training materials, teaching aids, webinars, membership materials (including but not limited to: reports, notes, files, records and any personally identifying information), and/or research of "Company".

Further, any and all Confidential Information which by its nature is confidential or which

Company, in its sole and absolute discretion, designates as such shall be deemed Confidential Information for purposes of this Agreement.

This Agreement shall govern all communications between the parties. Recipient understands that its obligations under this Paragraph ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to "Company", without retaining any copies, all documents and other materials furnished to Recipient by "Company".

**Dispute Resolution:**

All disputes arising under or concerning this Agreement are to be submitted to binding arbitration. You may only resolve disputes with us on an individual basis, and may not bring a claim as a Plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

By authorizing payment and participation, you automatically accept these terms of purchase.